

Name S-88692
By Stellmacher Family Properties LLC
Address 30416 Stellmacher Dr. SW
Albany, OR. 97321

ASSIGNED

C2024

Priority JANUARY 14, 2019

County LINN WM# 2

RELATED FILES

Application No. S-88692

Permit No. S-55216

Certificate No. 98640

FEEES PAID

Date	Amount	Receipt No.
1/14/19	\$ 2,080.80	128919
8-28-24	120.00	143642
8-28-24	230.00	143643
	Cert. Fee	

Date

DENIED _____

MISFILED _____

WITHDRAWN _____

CANCELLED _____

Volume Page

FEEES REFUNDED

Date	Amount	Receipt No.

ASSIGNMENTS

Date	To Whom	Address
8-30-2024	Green Gold Ag, LLC	12764 Tree Ranch Rd., Ojai, CA 93023

DEVELOPMENT

Date

Completion 6/24/2024

Extended to _____

Final Proof received _____

~~9-12-2025~~ Cert. Mailed 9-12-2025

REMARKS

MAP LOCATION

JS 1/14/2019

Mailing List for Final Certificate

Application: S-88692

Permit: S-55216

Certificate: 98640

Permit/Certificate Holder:

GREEN GOLD AG LLC
12764 TREE RANCH RD
OJAI CA 93023

Is the Permit Holder(s) of record currently identified as a landowner of any tax lots involved as confirmed by the County records? **YES**

Copies of Final Certificate to be sent to:

1. Watermaster District #: 2
2. Water Availability
3. Vault
4. File

Other persons to receive copies: (include map):

5. WILLIAM MCGILL, CWRE

Copies Mailed	
by:	<u>TM</u> (STAFF)
on:	<u>SEP 12 2025</u> (DATE)



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

DATE MAILED: SEP 12 2025

NOTICE OF CERTIFICATE ISSUANCE

The attached certificate confirms the water right established under the terms of a permit issued by this Department: The water right is now appurtenant to the specific place where the use was established as described by the certificate. The water right is limited to a specific amount of water, but not more than can be beneficially used for the purposes stated within the certificate.

The certificate is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

Oregon law does not allow the Director to reissue a certificate because of a change in the ownership of the appurtenant place of use. The water must be controlled and not wasted. To change the location of the point of diversion, the character of use, or the location of use requires the advance approval of the Water Resources Director.

If any portion of this water right is not used for five or more consecutive years that portion of the right may be subject to forfeiture according to ORS 540.610. Land enrolled in-a Federal Reserve Program is not subject to forfeiture during the period of enrollment. Other exceptions to forfeiture are explained in ORS 540.610.

If you have any questions please contact Jonnine Skaug at 503-979-3943.

STATE OF OREGON
 COUNTY OF LINN
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

GREEN GOLD AG LLC
 12764 TREE RANCH RD
 OJAI CA 93023

confirms the right to the use of water perfected under the terms of Permit S-55216. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-88692

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1628 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER

PURPOSE or USE: IRRIGATION OF 12.2 ACRES AND SUPPLEMENTAL IRRIGATION OF 109.3 ACRES

MAXIMUM VOLUME: 303.75 ACRE-FEET (OR AS FURTHER LIMITED BY CONTRACT)

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

DATE OF PRIORITY: JANUARY 14, 2019

Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
11 S	4 W	WM	16	NE SW	1400 FEET NORTH AND 2990 FEET WEST FROM SE CORNER, SECTION 16

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 a diversion not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

Authorized Place of Use:

IRRIGATION							
Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
11 S	4 W	WM	16	SE SW		82	5.7
11 S	4 W	WM	16	NW SE		82	3.6

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

IRRIGATION							
Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
11 S	4 W	WM	16	SW SE		82	2.2
11 S	4 W	WM	16	SE SE	6		0.7

SUPPLEMENTAL IRRIGATION							
Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
11 S	4 W	WM	16	NE SE	11		8.2
11 S	4 W	WM	16	NE SE		82	17.8
11 S	4 W	WM	16	NW SE		82	24.5
11 S	4 W	WM	16	SW SE		82	34.8
11 S	4 W	WM	16	SE SE	6		10.8
11 S	4 W	WM	16	SE SE		82	13.2

Water Use Measurement, Recording, and Reporting Conditions:

- A. The water user shall maintain, in good working order, a totalizing flow meter at each point of diversion.
- B. The water user shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
- C. The water user shall keep a complete record of the volume of water diverted each month, and shall submit a report which includes water-use measurements to the Department annually, or more frequently as may be required by the Director. Further, the Director may require the water user to report general water-use information, including place and nature of use of water under this right.
- D. The Director may provide an opportunity for the water user to submit alternative measuring and reporting procedures for review and approval.

The water user shall maintain and operate fish screening consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the diversion.

The use of water under this right is subject to the terms and conditions of contract No. 199E102000, or a satisfactory replacement, between the Bureau of Reclamation and the water user, a copy of which must be on file in the records of the Water Resources Department.

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

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

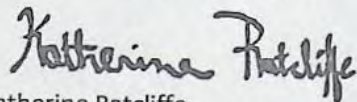
This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

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

The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

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

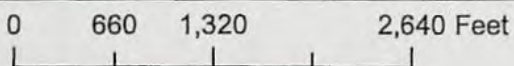
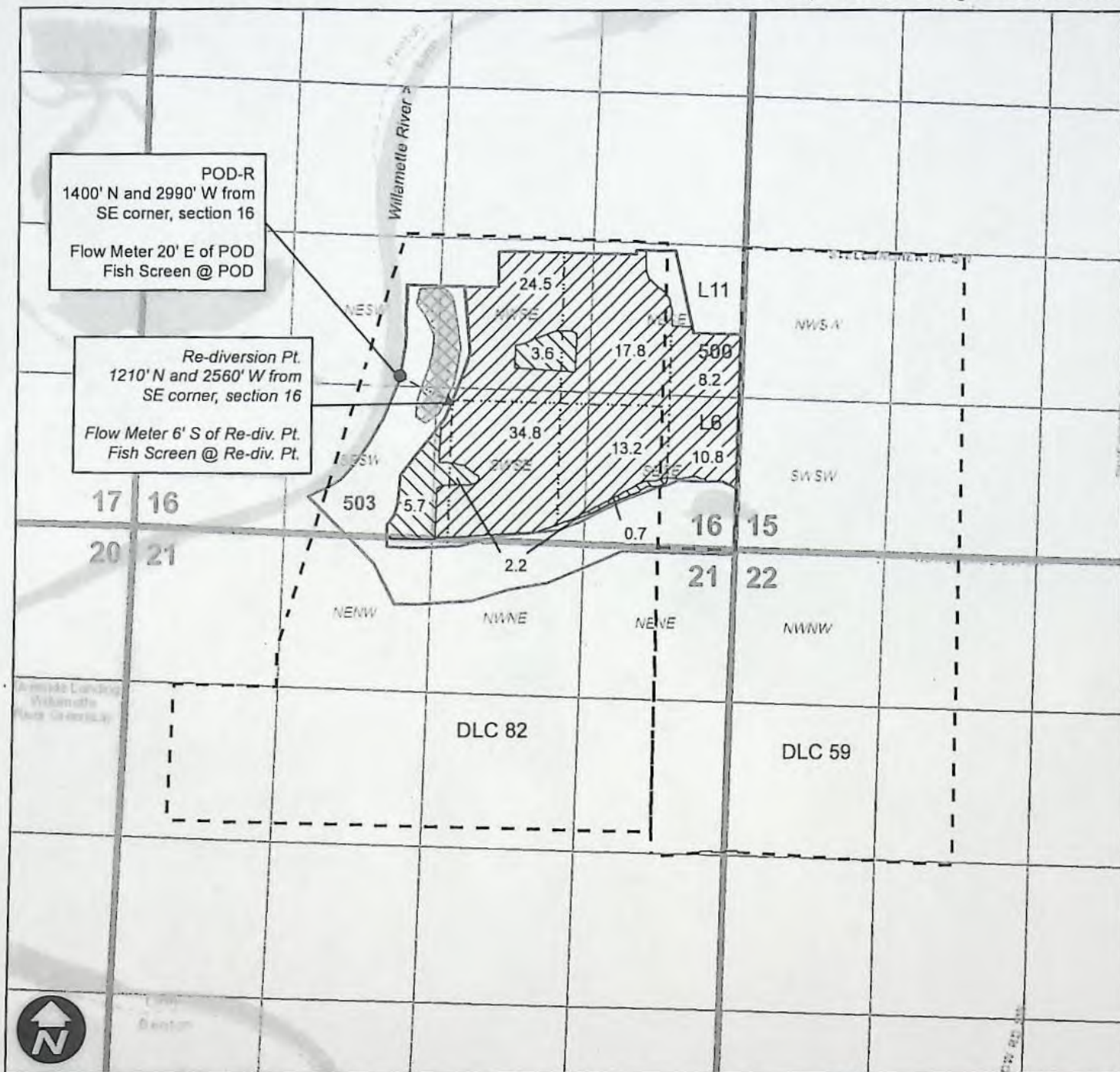
Issued SEP 12 2025



Katherine Ratcliffe
Water Right Services Division Administrator, for
Ivan Gall, Director
Oregon Water Resources Department

Claim of Beneficial Use - Green Gold Ag, LLC
 Application S-88692, Permit S-55216

Township 11S, Range 4W, W.M.



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

Legend

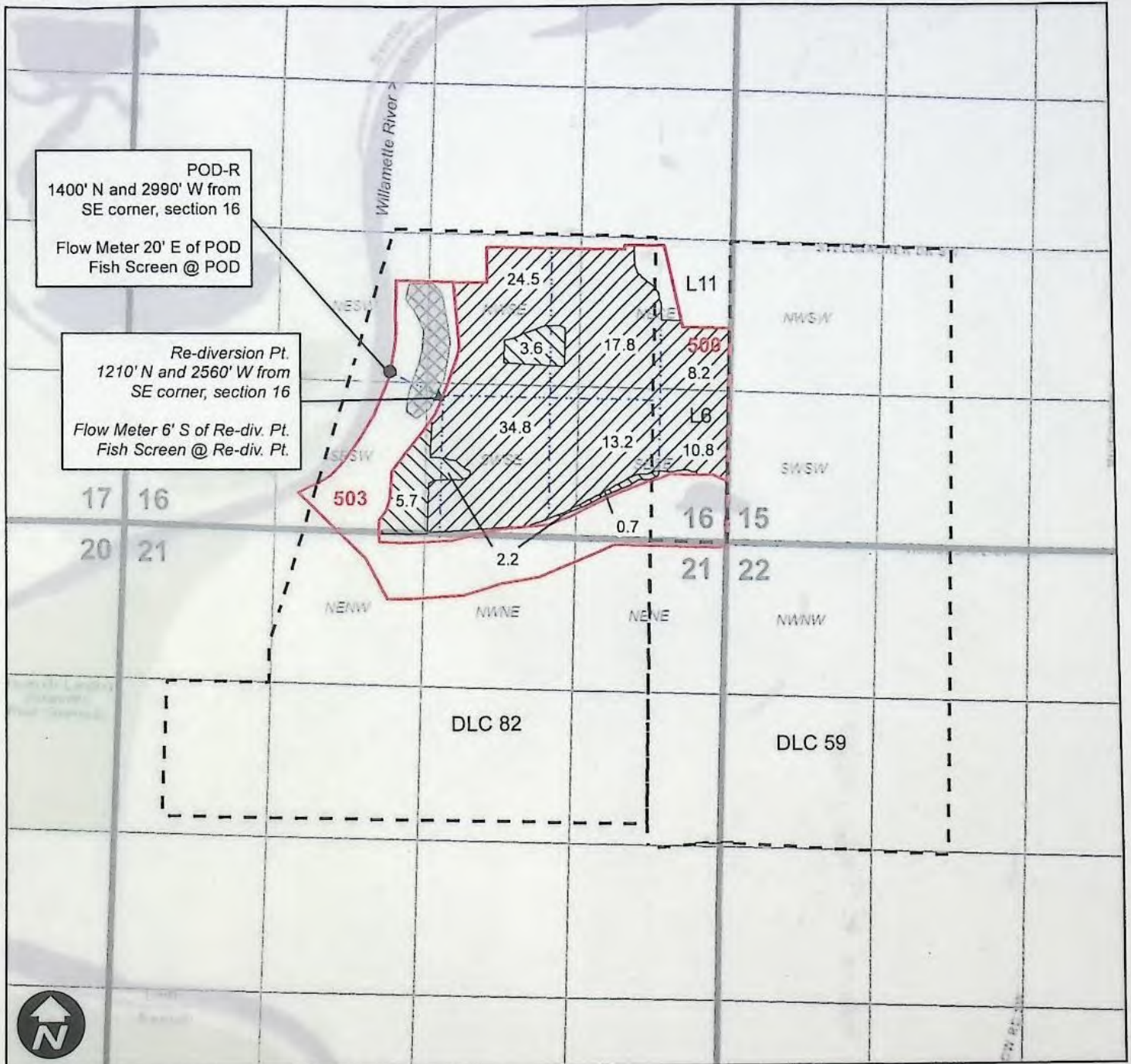
- POU IR
- Mainline
- Taxlots
- POU IS
- Bulge
- DLC



EXPIRES: 12-31-2024

Claim of Beneficial Use - Green Gold Ag, LLC
 Application S-88692, Permit S-55216

Township 11S, Range 4W, W.M.



0 660 1,320 2,640 Feet

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

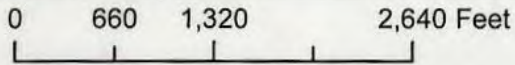
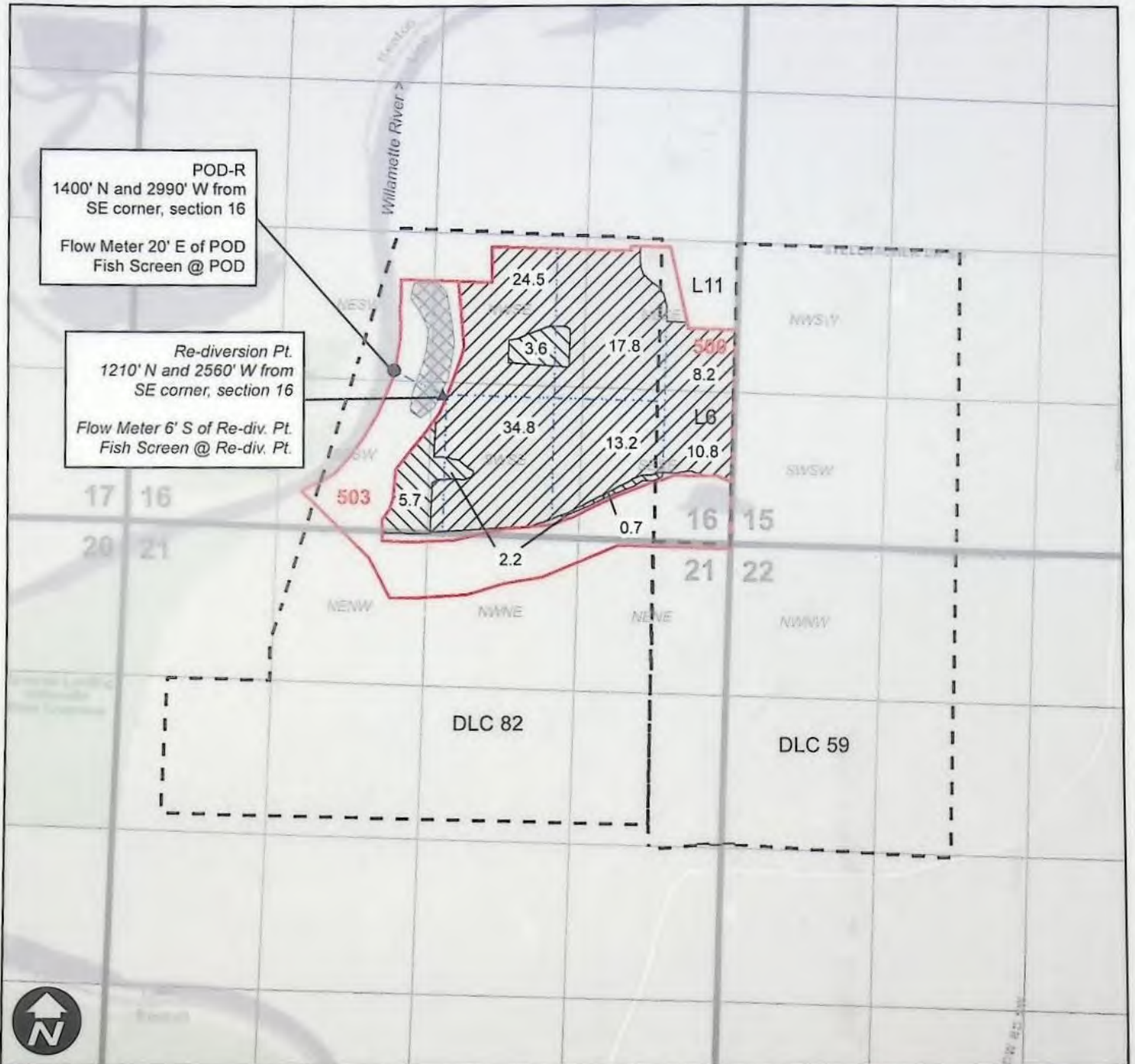
Legend

- POU IR
- POU IS
- Mainline
- Taxlots
- Bulge
- DLC

CERTIFIED WATER RIGHT EXAMINER
 30680
William E. McGill
 WILLIAM E. MCGILL
 MAY 3, 2011
 STATE OF OREGON
 EXPIRES: 12-31-2024

Claim of Beneficial Use - Green Gold Ag, LLC
 Application S-88692, Permit S-55216

Township 11S, Range 4W, W.M.



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

Legend

- POU IR
- Mainline
- Taxlots
- POU IS
- Bulge
- DLC



PERMIT

MEMO -Proof to Satisfaction

Application # <u>5-88692</u>	Permit # <u>S-55210</u>	Permit Amendment (T-FILE)#
WRD Reviewer (CW) <u>J Skang</u>	Date <u>July 2025</u>	
WRD Peer Reviewer (PR) <u>J Skang</u>	Date <u>July 25</u>	
Related Files:		

CW	PR	RESEARCH
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Organize: file in chronological Order; Pull following items from paper file:
		<input checked="" type="checkbox"/> CBU Report/Map <input checked="" type="checkbox"/> App (Permit) Map <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Extension
		<input checked="" type="checkbox"/> Fish Screen Doc <input type="checkbox"/> Pump Test <input type="checkbox"/> SWL (paper) <input type="checkbox"/> Water Use Charts
		<input type="checkbox"/> Permit Amendment
		Electronic Application Folder:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Create CBU folder <input type="checkbox"/> Create Work Packet folder
<input type="checkbox"/>	<input type="checkbox"/>	Scan: Above documents into "CBU Folder"
<input type="checkbox"/>	<input type="checkbox"/>	Save other docs electronically: save these in the Work Packet folder per naming conventions
		<input checked="" type="checkbox"/> Permit <input type="checkbox"/> Transfer Order <input type="checkbox"/> POU Report (conflict) <input type="checkbox"/> Water Use Report
		<input type="checkbox"/> SWL (GW) <input checked="" type="checkbox"/> OrMap Tax Lot Map <input type="checkbox"/> Ownership Report <input checked="" type="checkbox"/> BLM Map
		<input type="checkbox"/> PT Approve/Deny <input type="checkbox"/> Dam Safety <input type="checkbox"/> Mitigation <input type="checkbox"/> Others
<input type="checkbox"/>	<input type="checkbox"/>	Search :
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Interactive Mapper <input type="checkbox"/> AOI <input checked="" type="checkbox"/> Map and TaxLot <u>500</u> New Owner & Address: <u>Same</u>

REVIEW OF CLAIM: Comments on Second Page

Required By Permit/Order	Complied Y/N	CONDITIONS	NOTES:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Fish Condition	July 2019 - ODFW approval bypass not required
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Meter/Measuring Device	Installed July 2019
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Water Use Reporting	2019 to Current
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input type="checkbox"/> Y <input type="checkbox"/> N	Pump Test	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input type="checkbox"/> Y <input type="checkbox"/> N	SWL (Month)	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input type="checkbox"/> Y <input type="checkbox"/> N	Dam Safety	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input type="checkbox"/> Y <input type="checkbox"/> N	Well Id	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input type="checkbox"/> Y <input type="checkbox"/> N	Other:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	C-date <u>6/24/24</u> Ext C-date	<u>claim says 7-2021</u>

REVIEW OF MAP: Yes No is a REVISED Map required?

CW	PR	Notes:
<input type="checkbox"/>	<input type="checkbox"/>	Verify POA/POD Location
<input type="checkbox"/>	<input type="checkbox"/>	Verify POU
<input type="checkbox"/>	<input type="checkbox"/>	POU clearly identified use type
<input type="checkbox"/>	<input type="checkbox"/>	DLC/GOV'T LOT

RUN CAPACITY CALCULATOR AND SAVE CALCS TO APPLICATION FOLDER:

POD/POA PERMIT	POD/POA CLAIM	PERMITTED RATE	CLAIM RATE	CALCULATED RATE	NOTES:
		<u>303.75 AF</u>		<u>1.01 cfs</u>	<u>See Calc Sheet</u>
				<u>dnp emitters = 0.49 cfs</u>	

DETERMINATION:

CW	PR	DOCUMENT	NOTES:
<input type="checkbox"/>	<input type="checkbox"/>	LETTER FOR CLARIFICATION	
<input type="checkbox"/>	<input type="checkbox"/>	DRAFT (PLEASE EXPLAIN)	
<input type="checkbox"/>	<input type="checkbox"/>	PROPOSED	

* It lists a re- diversion point but permit doesnt authorize so I am not including

<input checked="" type="checkbox"/>	<input type="checkbox"/>	FINAL	<i>made prof</i>
<input type="checkbox"/>	<input type="checkbox"/>	PROPOSED ORDER TO CANCEL	

FINAL CHECKS: Review your document; BEFORE printing proposed for Support

CW	PR	DID YOU CHECK?	NOTES:
<input type="checkbox"/>	<input type="checkbox"/>	DATA REVIEW	
		<input type="checkbox"/> POA/POD/DAM TABLES/DESCRIPTIONS	<input type="checkbox"/> PLACE OF USE TABLES, INCLUDING ACRES FOR GOV'T LOTS/DLC
<input type="checkbox"/>	<input type="checkbox"/>	SPELL CHECKED DOC	
<input type="checkbox"/>		CERT NUMBER ISSUED	CERT #

EXTRAS: BEFORE Printing your Final Certificate

CW	PR	DID YOU CHECK?	NOTES:
<input type="checkbox"/>	<input type="checkbox"/>	DATA REVIEW COMMENTS	
<input type="checkbox"/>	<input type="checkbox"/>	SPELL CHECKED DOC BEFORE FINAL CERTIFICATE PRINTED	

CASEWORKER REVIEW COMMENTS:

PEER REVIEWER COMMENTS:

STATE OF OREGON

COUNTY OF LINN

PERMIT TO APPROPRIATE THE PUBLIC WATERS

Assignment:

THIS PERMIT IS HEREBY ISSUED TO:

STELLMACHER FAMILY PROPERTIES LLC
30416 STELLMACHER DR SW
ALBANY OR 97321

Green Cold AG LLC
12764 Tree Ranch Rd
0191 CA 93023

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-88692

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1628 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER

PURPOSE OR USE: PRIMARY IRRIGATION OF 12.2 ACRES AND SUPPLEMENTAL IRRIGATION OF 109.3 ACRES

MAXIMUM VOLUME: 303.75 ACRE-FEET (OR AS FURTHER LIMITED BY CONTRACT)

DATE OF PRIORITY: JANUARY 14, 2019

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
11 S	4 W	WM	16	NE SW	1400 FEET NORTH AND 2990 FEET WEST FROM SE CORNER, SECTION 16

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 a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

Authorized Place of Use:

PRIMARY IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	SE SW	5.7
11 S	4 W	WM	16	NW SE	3.6
11 S	4 W	WM	16	SW SE	2.2
11 S	4 W	WM	16	SE SE	0.7

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	NE SE	26.0
11 S	4 W	WM	16	NW SE	24.5
11 S	4 W	WM	16	SW SE	34.8
11 S	4 W	WM	16	SE SE	24.0

Plot 11

Plot 10

10HP 25 psi 2 = 1.01 cfs
Drip emitters = 0.49 cfs

Application S-88692

1. **Water Use Measurement, Recording, and Reporting Condition:**

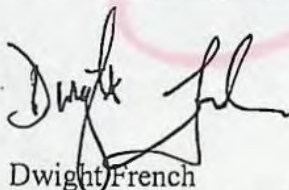
- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of diversion. The permittee shall maintain the device in good working order.
 - B. The permittee shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
 - C. The permittee shall keep a complete record of the volume of water diverted each month, and shall submit a report which includes water-use measurements to the Department annually, or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
 - D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.
2. The water user shall install, maintain, and operate fish screening and fish passage devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion, while passage devices provide adequate upstream and downstream passage for fish. The required screen and passage devices are to be in place and functional, and approved in writing by ODFW prior to diversion of water. The water user may submit evidence in writing that ODFW has determined screens and/or passage devices are not necessary.
3. The use of water under this right is subject to the terms and conditions of contract No. 199E102000, or a satisfactory replacement, between the Bureau of Reclamation and the permittee, a copy of which must be on file in the records of the Water Resources Department.

STANDARD CONDITIONS

1. Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.
2. Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.
3. This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.
4. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.
5. The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

6. Construction of the water system shall begin within five years of the date of permit issuance. The deadline to begin construction may not be extended. This permit is subject to cancellation proceedings if the begin construction deadline is missed.
7. Complete application of the water shall be made within five years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.
8. Within one year after making complete application of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued JUN 24 2019

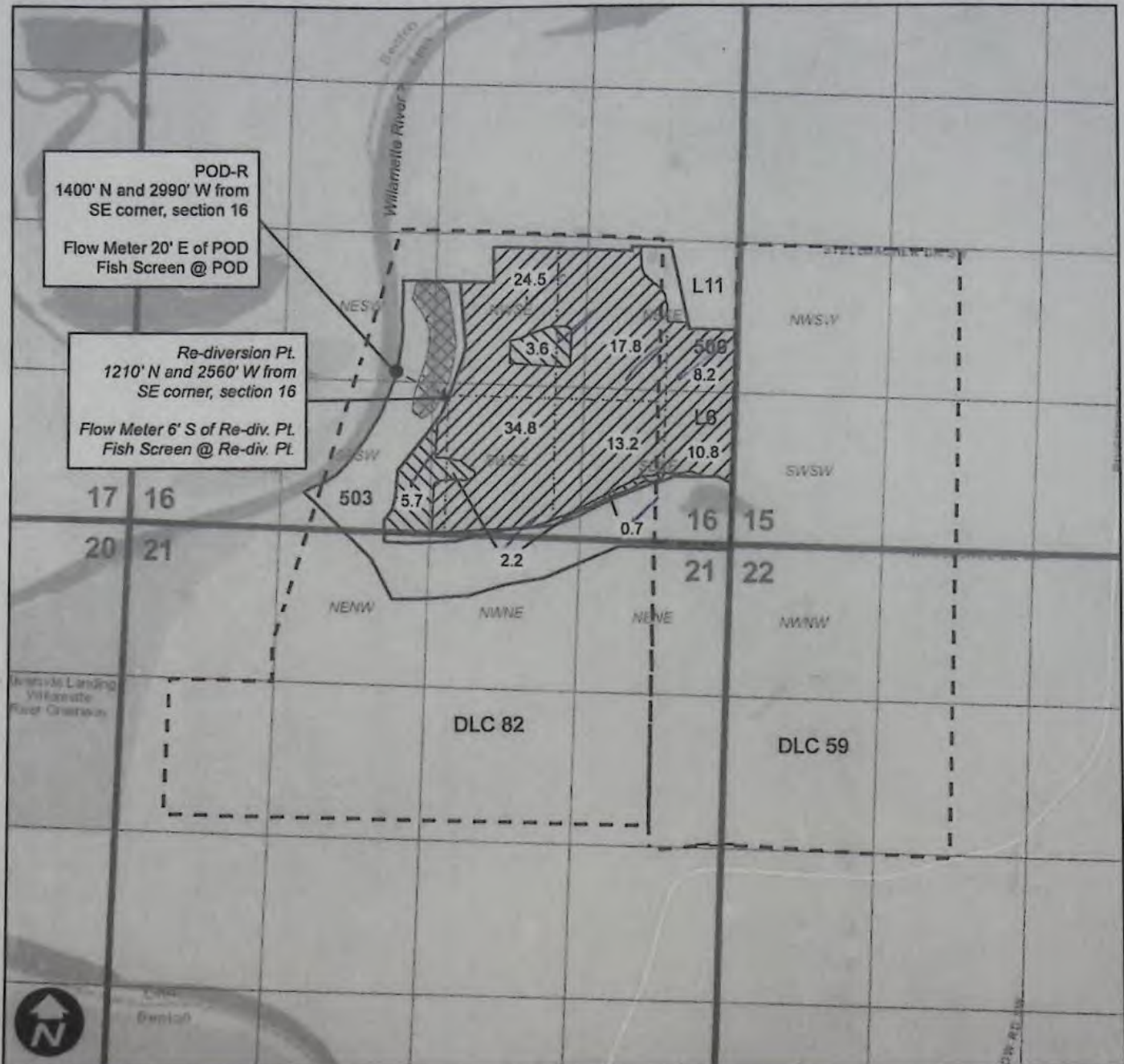


Dwight French
Water Right Services Division Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department



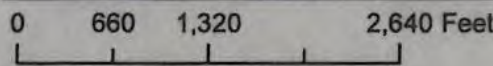
Claim of Beneficial Use - Green Gold Ag, LLC
 Application S-88692, Permit S-55216

Township 11S, Range 4W, W.M.



POD-R
 1400' N and 2990' W from
 SE corner, section 16
 Flow Meter 20' E of POD
 Fish Screen @ POD

Re-diversion Pt.
 1210' N and 2560' W from
 SE corner, section 16
 Flow Meter 6' S of Re-div. Pt.
 Fish Screen @ Re-div. Pt.



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

Legend

- POU IR
- Mainline
- Taxlots
- POU IS
- Bulge
- DLC



Received by: GWRD
 AUG 28 2024
 Salem, OR

**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 # **143642**

INVOICE # _____

RECEIVED FROM: Will McGill Surveying, LLC
BY: _____

APPLICATION	<u>5-88692</u>
PERMIT	
TRANSFER	

CASH: CHECK:# 2293 OTHER: (IDENTIFY) _____

TOTAL REC'D \$ 120.00

1083 TREASURY 4170 WRD MISC CASH ACCT

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

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

4270 WRD OPERATING ACCT

MISCELLANEOUS 4611
0407 COPY & TAPE FEES \$ _____
0410 RESEARCH FEES \$ _____
0408 MISC REVENUE: (IDENTIFY) _____ \$ _____
TC162 DEPOSIT LIAB. (IDENTIFY) _____ \$ _____
0240 EXTENSION OF TIME \$ _____

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

0250 OTHER (IDENTIFY) Assignment \$120.00

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 (FWWRD) \$ _____
0231 HYDRO LICENSE FEE (FWWRD) \$ _____
HYDRO APPLICATION \$ _____

TREASURY OTHER / RDX

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

**RECEIVED
OVER THE COUNTER**

RECEIPT: **143642**

DATED: 8-28-24 BY: W-D Miller



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

August 30, 2024

Will McGill Surveying, LLC
15333 Pletzer Rd. SE
Turner, OR 97392

Reference: Application S-88692, Permit S-55216

The assignment from Stellmacher Family Properties LLC to Green Gold Ag, LLC has been recorded in the records of the Water Resources Department.

The Departments records will now show Green Gold Ag, LLC as the permit holder of record.

Our records have been changed accordingly and the original request is enclosed. Receipt number 143642 covering the recording fee is also enclosed.

A permit is not a perfected water right, and has conditions and timelines that must be satisfied prior to a Certificate of Water Right being issued. Please review the permit to be familiar with the conditions and timelines contained in the permit.

Please note that this permit required complete application of water to the proposed use by June 24, 2024, and within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE). A Claim of Beneficial Use was received by the Department on August 28, 2024, and is currently pending review.

Sincerely,

Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Original Request and Receipt #143642

cc: Stellmacher Family Properties LLC – 30416 Stellmacher Dr. SW, Albany, OR 97321
Green Gold Ag, LLC – 12764 Tree Ranch Rd., Ojai, CA 93023
Data Center, OWRD (cover letter & request)
File

Request for Assignment



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

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Stellmacher Family Properties, LLC
(Name of Current Holder of Record)
30416 Stellmacher Dr. SW Albany, OR 97321 (541) 979-9776
(Mailing Address) (City) (State) (Zip) (Phone #)

- hereby assign all my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, sold all the land authorized under the right)
- hereby assign all my interest in and to a portion of application/permit/transfer order/limited license/groundwater statement; *(You must include a map showing the portion of the application/permit/transfer order/limited license/groundwater statement to be assigned. Example, sold a portion of the land authorized under the right)*
- hereby assign a portion of my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, adding an additional person)

Application # S-88692 ; Permit # S-55216 ; Transfer Order # _____ ;
 Limited License # _____ ; Groundwater Statement # _____ ;

as filed in the office of the Water Resources Director, to:

Green Gold Ag, LLC
(Name of New Owner)
12764 Tree Ranch Rd. Ojai, CA ~~97923~~ 93023 (503) 580-2286
(Mailing Address) (City) (State) (Zip) (Phone #)

Note: If there are other owners of the property described in the application, permit, transfer order, limited license, or groundwater statement, you must provide a list of all other owners' names and mailing addresses and attach it to this form. Write the initials (first letters) of your first and last names at the spot indicated below.

WJS I hereby certify that I have notified all other owners of the property described in this application, permit, transfer order, limited license, or groundwater statement of this Request of Assignment.

Witness my hand this 12 day of Aug, 2024.
(Day) (Month) (Year)

Signature of Current Holder of Record William J. Stellmacher

Failure to provide any of the required information will result in the return of your application.

Assign - Approve
 MJB 8-30-2024

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.
 Fee receipt # 143642
 For Director by Mary Bjork, Program Analyst in Water Rights Division. MJB

The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$120.

Received by OWRD
 AUG 28 2024
 WR
 Salem, OR

BJORK Mary F * WRD

From: BJORK Mary F * WRD
Sent: Friday, August 30, 2024 8:43 AM
To: Grant McGill
Cc: BJORK Mary F * WRD
Subject: App S-88692, Permit S-55216

Hi Grant,

I'm processing the submitted assignment for the referenced permit. I've contacted support staff and customer service staff with the following. I wanted to let you know in case you want to update your records.

The zip code on the listed address for the new permit holder of record is incorrect on the assignment and the claim. There is a letter in the file that we received the claim. It's lists the wrong zip code.

Listed as:

Green Gold Ag, LLC – 12764 Tree Ranch Rd., Ojai, CA 97023 (this zip code is for Clackamas County)

Should be:

Green Gold Ag, LLC – 12764 Tree Ranch Rd., Ojai, CA 93023

Best regards,

Mary F. Bjork

Water Rights Program Analyst

Oregon Water Resources Department

725 Summer St NE, Suite A, Salem OR 97301 | Cell 503-979-9895



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

NOTE: OWRD offices re-open to the public on Monday, May 2, 2022. Given that many staff continue to work 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 a.m. - 5 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.

Request for Assignment



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

Superseded w/ correct Zip

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Stellmacher Family Properties, LLC

(Name of Current Holder of Record)

30416 Stellmacher Dr. SW

(Mailing Address)

Albany, OR 97321

(City) (State) (Zip)

(541) 979-9776

(Phone #)

- hereby assign all my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, sold all the land authorized under the right)
- hereby assign all my interest in and to a portion of application/permit/transfer order/limited license/groundwater statement; (*You must include a map showing the portion of the application/permit/transfer order/limited license/groundwater statement to be assigned.* Example, sold a portion of the land authorized under the right)
- hereby assign a portion of my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, adding an additional person)

Application # S-88692; Permit # S-55216; Transfer Order # _____;

Limited License # _____; Groundwater Statement # _____;

as filed in the office of the Water Resources Director, to:

Green Gold Ag, LLC

(Name of New Owner)

12764 Tree Ranch Rd.

(Mailing Address)

Ojai, CA 97023

(City) (State) (Zip)

(503) 580-2286

(Phone #)

Note: If there are other owners of the property described in the application, permit, transfer order, limited license, or groundwater statement, you must provide a list of all other owners' names and mailing addresses and attach it to this form. Write the initials (first letters) of your first and last names at the spot indicated below.

WJS I hereby certify that I have notified all other owners of the property described in this application, permit, transfer order, limited license, or groundwater statement of this Request of Assignment.

Witness my hand this 12 day of Aug, 20 24.
 (Day) (Month) (Year)

Signature of Current Holder of Record William J. Stellmacher

Failure to provide any of the required information will result in the return of your application.

DO NOT WRITE IN THIS BOX



The completed "Request for Assignment" form *must* be submitted to the Department along with the recording fee of \$120.

Received by OWRD

AUG 28 2024
 WR

Salem, OR

Assign - Approve
 WJB 8-30-2024

Business Registry Business Name Search

[New Search](#)

Business Entity Data

08-06-2024
15:32

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
734938-85	DLLC	ACT	OREGON	02-08-2000	02-08-2025	
Entity Name	STELLMACHER FAMILY PROPERTIES LLC					
Foreign Name						

[New Search](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS			
Addr 1	3496 WINTERCREEK RD SE				
Addr 2					
CSZ	JEFFERSON	OR	97352	Country	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	07-24-2015	Resign Date	
Of Record	200067-14	EVASHEVSKI ELLIOTT PC				
Addr 1	100 CALAPOOIA ST SW					
Addr 2						
CSZ	ALBANY	OR	97321	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS			
Addr 1	3496 WINTERCREEK RD SE				
Addr 2					
CSZ	JEFFERSON	OR	97352	Country	UNITED STATES OF AMERICA

Type	MGR	MANAGER			Resign Date	
Name	BARBARA		STELLMACHER			
Addr 1	3496 WINTERCREEK RD SE					
Addr 2						
CSZ	JEFFERSON	OR	97352	Country	UNITED STATES OF AMERICA	

Type	MGR	MANAGER			Resign Date	
Name	WILLIAM		STELLMACHER			
Addr 1	3496 WINTERCREEK RD SE					
Addr 2						
CSZ	JEFFERSON	OR	97352	Country	UNITED STATES OF AMERICA	

Received by OWRD
AUG 28 2024
Salem, OR



Received by OWRD
AUG 28 2024
Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Green Gold Ag, LLC
12764 Tree Ranch Rd, Orji CA 97023

Transaction Type: Assignment

Fees Received: \$ 170.00

Cash Check; Check No. 2293

Name(s) on Check: Will McGill Surveying

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: Corie Lounien
(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
AUG 28 2024
Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Green Gold Ag, LLC
12764 Tree Ranch Rd, Davis CA 97023

Transaction Type: Assignment

Fees Received: \$ 170.00

Cash

Check:

Check No. 2293

Name(s) on Check: Will McGill Surveying

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

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Sincerely,

OWRD Customer Service Staff

Submission received by: Corie Lounien

(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.)
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- 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.

**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 # **143643**

INVOICE # _____

RECEIVED FROM: Will McGill Surveying LLC
BY: _____

APPLICATION	5-88692
PERMIT	
TRANSFER	

CASH: CHECK:# 2294 OTHER: (IDENTIFY) _____

TOTAL REC'D \$ 230.00

1083 TREASURY 4170 WRD MISC CASH ACCT

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

4270 WRD OPERATING ACCT

MISCELLANEOUS			
0407 COPY & TAPE FEES	\$		
0410 RESEARCH FEES	\$		
0408 MISC REVENUE: (IDENTIFY) _____	\$		
TC162 DEPOSIT LIAB. (IDENTIFY) _____	\$		
0240 EXTENSION OF TIME	\$		
WATER RIGHTS:			
0201 SURFACE WATER	EXAM FEE	0202	RECORD FEE
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$		
WELL CONSTRUCTION			
0218 WELL DRILL CONSTRUCTOR	EXAM FEE	0219	LICENSE FEE
LANDOWNER'S PERMIT	\$	0220	\$
<u>0200</u> OTHER (IDENTIFY) <u>COBSU</u>			<u>\$230.00</u>

0536 TREASURY 0437 WELL CONST. START FEE

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

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

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

TREASURY OTHER / RDX

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

**RECEIVED
OVER THE COUNTER**

RECEIPT: **143643**

DATED: 8-20-24 BY: Will McGill

Checklist for Claims of Beneficial Use Received at CSG Counter

Application #: S-88692	WRD Reviewer: Corie
Transfer #:	
Date Received: 8/28/24	
CWRE Name: Will McGill	
Priority Date (s): 1/14/2019	

Fees Required:

- YES NO A fee of \$230 must accompany this form for permits with priority dates of July 9, 1987, or later.
- YES NO A fee of \$230 must accompany this form for any transfers including a water right with a priority date of July 9, 1987, or later.
 Example – A transfer involves 5 rights and one of the rights has a priority date of July 9, 1987, or later, the fee is required.

Fill in App or Transfer Number

Map Review:

- Map on polyester film (OAR 690-014-0170(1) & 310-0050(1)(b))
- Application & permit #; or transfer # (OAR 690-014-0100(1))
- Disclaimer (OAR 690-014-0170(5))
- North arrow (OAR 690-310-0050(2)(c))
- CWRE stamp and signature (OAR 690-014 & 310-0050)
- Appropriate scale (1" = 1320', 1" = 400', or the original full-size scale of the county assessor map) (014 & 310)
- Township, range, section, and tax lot numbers (OAR 690-310-0050(4))

Report Review:

- On form provided by the Department (OAR 690-014-0100(1))
- Application & permit #; or transfer # (OAR 690-014)
- Ownership information (OAR 690-014)
- Date of survey (OAR 690-014)
- Person interviewed (OAR 690-014)
- County (OAR 690-014)
- CWRE stamp and signature (OAR 690-014-0100)
- Signature(s) of all permittee of transfer holder (OAR 690-014-0100)

Groundwater File Review:

- Pump Test not required (Priority Date prior to December 20, 1988) *If no, include pump test flyer w/acknowledgment letter
- Pump Test required (Priority Date on or after December 20, 1988)
- Pump Test submitted
- Pump Test not submitted

MONEY SLIP

DATE: _____ RECEIPT #: _____

RECEIVED FROM: _____ APPLICATION: _____
 PERMIT: _____
 TRANSFER: _____

CASH CHECK # _____ OTHER (IDENTIFY) _____ TOTAL RECD. \$ _____

1089 TREASURY 4178 MISC CASH ACCT

0407 COPIES _____ \$ _____
 OTHER (IDENTIFY) _____ \$ _____

0243 Surface Lease _____ 0244 Min Yield Mgmt Plan _____ 0245 Cont. Yield _____

1089 TREASURY 4270 WILD OPEN RANGING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES	4611	\$
0410 RESEARCH FEES		\$
0408 MISC REVENUE (IDENTIFY)		\$
TC 163 DISPOSIT LNS (IDENTIFY)		\$
0240 EXTENSION OF TIME		\$

WATER RIGHTS

0201 SURFACE WATER	EXAM FEE	RECORD FEE
0203 GROUND WATER	\$	0202 \$
0205 TRANSFER	\$	0204 \$

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTION	EXAM FEE	RECORD FEE
LANDOWNER'S PERMIT	\$	0219 \$
0202 OTHER (IDENTIFY)	COBU	0220 \$

0202 OTHER (IDENTIFY) COBU \$222.00

1089 TREASURY 0489 HYDROELECTRIC

0223 POWER LICENSE FEE (F/W/R/O) _____ \$ _____
 0221 HYDRO LICENSE FEE (F/W/R/O) _____ \$ _____
 HYDRO APPLICATION _____ \$ _____

SPECIAL INSTRUCTIONS:

RETURN TO APPLICANT - LETTER ATTACHED



Oregon

Tina Kotek, Governor

Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

www.oregon.gov/owrd

August 30, 2024

Green Gold Ag, LLC
12764 Tree Ranch Rd
Ojai, CA 93023

On August 28, 2024, the Water Resources Department received the Claim of Beneficial Use (COBU) for the following file:

Application S-88692

Permit S-55216

The COBU included a report and map. In the future the Department will review your submittal. At that time we will review these items and provide a final certificate, proposed certificate, or a request for additional information.

If you are interested in having your COBU reviewed sooner, you may pay to have your file processed immediately, using the Reimbursement Authority program, which is described at: <https://www.oregon.gov/owrd/programs/WaterRights/RA/Pages/default.aspx>

Customer Service phone: (503) 986-0900

Enclosed is your receipt for the \$230.00 COBU recording fee.

If you sell the property, please contact the Department, or have the new owners contact the Department about the need to file an assignment.

Cc: file S-88692



Oregon

Tina Kotek, Governor

Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

www.oregon.gov/owrd

August 29, 2024

Green Gold Ag, LLC
12764 Tree Ranch Rd
Ojai, CA 97023

On August 28, 2024, the Water Resources Department received the Claim of Beneficial Use (COBU) for the following file:

Application S-88692

Permit S-55216

The COBU included a report and map. In the future the Department will review your submittal. At that time we will review these items and provide a final certificate, proposed certificate, or a request for additional information.

If you are interested in having your COBU reviewed sooner, you may pay to have your file processed immediately, using the Reimbursement Authority program, which is described at: <https://www.oregon.gov/owrd/programs/WaterRights/RA/Pages/default.aspx>

Customer Service phone: (503) 986-0900

Enclosed is your receipt for the \$230.00 COBU recording fee.

If you sell the property, please contact the Department, or have the new owners contact the Department about the need to file an assignment.

Cc: file S-88692

**CLAIM OF
BENEFICIAL USE**
for Surface Water Permits
claiming more than 0.1 cfs



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

**A fee of \$230 must accompany this form for permits
with priority dates of July 9, 1987, or later.**

A separate form shall be completed for each permit.

In cases where a permit has been amended through the permit amendment process, a separate claim for the permit amendment is not required. Incorporate the permit amendment into the claim for the permit.

This form is subject to revision. **Begin each new claim** by checking for a new version of this form at:
<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Go to "Resources for Water Right Examiners (CWRE)" Page
<https://www.oregon.gov/OWRD/programs/WaterRights/COBU/Pages/default.aspx>
The completion of this form is required by OAR 690-014-0100(1) and 690-014-0110(4).

Please type or print in dark ink. If this form is found to contain errors or omissions, it may be returned to you. **Every item must have a response.** If any requested information does not apply to the claim, insert "NA." **Do not delete or alter any section of this form unless directed by the form.** The Department may require the submittal of additional information from any water user or authorized agent.

"Section 8" of this form is intended to aid in the completion of this form and should not be submitted.

If you have questions regarding the completion of this form, please call 503-979-9103.

The Department has a program that allows it to enter into a voluntary agreement with an applicant for expedited services. Under such an agreement, the applicant pays the cost to hire additional staff that would not otherwise be available. This program means a certificate may be issued in about a month. For more information on this program see
<https://www.oregon.gov/OWRD/programs/WaterRights/RA/Pages/default.aspx>

SECTION 1
GENERAL INFORMATION

Received by OWRD
AUG 28 2024
Salem, OR

1. File Information:

APPLICATION # S-88692	PERMIT # S-55216	PERMIT AMENDMENT # T-
---------------------------------	----------------------------	---------------------------------

2. Property Owner (current owner information):

APPLICANT/BUSINESS NAME Green Gold Ag, LLC		PHONE NO. (503) 580-2286	ADDITIONAL CONTACT NO.
ADDRESS 12764 Tree Ranch Rd.			
CITY Ojai	STATE CA	ZIP 97023	E-MAIL brent@raptorag.com

If the current property owner is not the permit holder of record, it is recommended that an assignment be filed with the Department. ***Each permit holder of record must sign this form.***

3. Permit or holder of record (this may, or may not, be the current property owner):

PERMIT HOLDER OF RECORD Green Gold Ag, LLC			
ADDRESS 12764 Tree Ranch Rd.			
CITY Ojai	STATE CA	ZIP 97023	

*Ojai, CA
93023*

ADDITIONAL PERMIT HOLDER OF RECORD		
ADDRESS		
CITY	STATE	ZIP

4. Date of Site Inspection:

6/3/2024 & 6/24/2024

5. Person(s) interviewed and description of their association with the project:

NAME	DATE	ASSOCIATION WITH THE PROJECT
Brent LaFollette	6/3/2024 & 6/24/2024	V.P. Western States (Raptor Ag, LLC)

6. County:

Linn

7. If any property described in the place of use of the permit final order is excluded from this report, identify the owner of record for that property (ORS 537.230(5)):

OWNER OF RECORD		
ADDRESS		
CITY	STATE	ZIP

Add additional tables for owners of record as needed

Received by OWRD

AUG 28 2024

Salem, OR

**SECTION 2
SIGNATURES**

CWRE Statement, Seal and Signature

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge.



CWRE NAME William E. McGill		PHONE No. (503) 510-3026	ADDITIONAL CONTACT No. (503) 931-0210
ADDRESS 15333 Pletzer Rd. SE			
CITY Turner	STATE OR	ZIP 97392	E-MAIL willmcgill.surveying@gmail.com

Permit Holder of Record Signature or Acknowledgement

Each permit holder of record must sign this form in the space provided below.

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge. I request that the Department issue a water right certificate.

SIGNATURE	PRINT OR TYPE NAME	TITLE	DATE
<i>Dale M. Arthur</i>	Dale M. Arthur	Senior Farmland Management Director	9/27/21

**SECTION 3
CLAIM DESCRIPTION**

1. Point of diversion name or number:

POINT OF DIVERSION (POD) NAME OR NUMBER (CORRESPOND TO MAP)
POD-R

2. Point of diversion source and tributary:

POD NAME OR NUMBER	SOURCE	TRIBUTARY
POD-R	Willamette Basin Project Reservoirs	Willamette River

3. Developed use(s), period of use, and rate for each use:

POD NAME OR NUMBER	USES	IF IRRIGATION, LIST CROP TYPE	SEASON OR MONTHS WHEN WATER WAS USED	ACTUAL RATE OR VOLUME USED (CFS, GPM, OR AF)
POD-R	Irrigation, Supplemental Irrigation	Hazelnuts	Mar. 1 – Oct. 31	303.75 AF
Total Quantity of Water Used				303.75 AF

4. Provide a general narrative description of the distribution works. This description must trace the water system from each point of diversion to the place of use:

Water is re-diverted from the Willamette River by a 10 HP centrifugal pump and delivered to a slough used as a bulge through 6" PVC buried mainline. Water is pumped from the bulge by a 30 HP centrifugal pump and delivered to the place of use through 6", 5", 4", and 3" buried PVC mainline. Water is applied to the place of use by a drip system.

Reminder: The map associated with this claim must identify the location of the point(s) of diversion, Donation Land Claims (DLC), Government Lots (Glot), and Quarter-Quarters (QQ).

5. Variations:

Was the use developed differently from what was authorized by the permit, or permit amendment final order? If yes, describe below.

YES NO

(e.g. "The permit allowed three points of diversion. The water user only developed one of the points." or "The permit allowed 40.0 acres of irrigation. The water user only developed 10.0 acres.")

--

6. Claim Summary:

POD NAME OR #	MAXIMUM RATE AUTHORIZED	CALCULATED THEORETICAL RATE BASED ON SYSTEM	AMOUNT OF WATER MEASURED	USE	# OF ACRES ALLOWED	# OF ACRES DEVELOPED
POD-R	N/A	1.25 cfs	*	Irrigation	12.2	12.2
POD-R	N/A	1.25 cfs	*	Supplemental Irrigation	109.3	109.3

***System not running at time of site inspection.**

Received by OWRD

**SECTION 4
SYSTEM DESCRIPTION**

Are there multiple PODs?

YES NO

If "YES" you will need to copy and complete a separate Section 4 for each POD.

POD Name or Number this section describes (only needed if there is more than one):

POD-R

A. Place of Use

1. Is the right for municipal use?

YES NO

If "YES" the table below may be deleted.

TWP	RNG	MER	SEC	QQ	GLOT	DLC	USE	IF IRRIGATION, # PRIMARY ACRES	IF IRRIGATION, # SUPPLEMENTAL ACRES
11S	4W	WM	16	SESW		82	IR	5.7	
11S	4W	WM	16	NESE	11	82	IS		26.0
11S	4W	WM	16	NWSE		82	IR/IS	3.6	24.5
11S	4W	WM	16	SWSE		82	IR/IS	2.2	34.8
11S	4W	WM	16	SESE	6	82	IR/IS	0.7	24.0
Total Acres Irrigated								12.2	109.3

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Glot), Quarter Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Glot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used?

YES NO

If "NO" items 2 through item 6 may be deleted.

2. Pump Information:

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)	INTAKE SIZE	DISCHARGE SIZE
POD-R: Berkeley			Centrifugal	6"	6"
Bulge Pump: Berkeley			Centrifugal	4"	3"

3. Motor Information:

MANUFACTURER	HORSEPOWER
POD-R: Techtop	10
Bulge Pump: Techtop	30

Received by OWRD

AUG 28 2024

Salem, OR

4. Theoretical Pump Capacity:

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
10	25	9'	-7'	1.01

5. Provide pump calculations:

$Q = (10 * 6.61) / (63.5 + 9 - 7) = 1.01 \text{ cfs}$

6. Measured Pump Capacity (using meter if meter was present and system was operating):

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
System not running at time of site inspection.			

Reminder: For pump calculations use the reference information at the end of this document.

7. Is the distribution system piped?

YES NO

If "NO" items 8 through item 13 may be deleted.

8. Mainline Information:

MAINLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
6"	3,150'	PVC	Buried
5"	820'	PVC	Buried
4"	2,000'	PVC	Buried
3"	1,500'	PVC	Buried

9. Lateral or Handline Information:

LATERAL OR HANDLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
N/A			

10. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
N/A					

Reminder: For sprinkler output determination use the reference information at the end of this document.

11. Drip Emitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)
08UR20.4-24 (0.42 gph)	20	0.007 gpm	105,851	31,363	0.49

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12. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION
N/A					

13. Pivot Information:

MANUFACTURER	MAXIMUM WETTED RADIUS	OPERATING PSI	TOTAL PIVOT OUTPUT (GPM)	TOTAL PIVOT OUTPUT (CFS)
N/A				

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

YES NO

If "NO", item 2 and 3 relating to this section may be deleted.

If "YES" is it a: Storage Tank

YES NO

Bulge in System / Reservoir

YES NO

Complete appropriate table(s), unused table may be deleted.

3. Bulge in System / Reservoir:

RESERVOIR NAME OR NUMBER (CORRESPOND TO MAP)	APPROXIMATE DAM HEIGHT	APPROXIMATE CAPACITY (IN ACRE FEET)
Slough parallel to Willamette River	N/A	25

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

1. Does the system involve a gravity flow pipe?

YES NO

E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

YES NO

F. Additional notes or comments related to the system:

Stellmacher Family Properties, LLC had an existing overhead irrigation system in place to irrigate the hazelnuts at the time Green Gold Ag, LLC purchased the property. By July 2021, the system had been converted to all drip irrigation.

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SECTION 5 CONDITIONS

All conditions contained in the permit, permit amendment, or any extension final order shall be addressed. Reports that do not address all performance related conditions will be returned.

1. Time Limits:

Permits and any extension final orders contain any or all of the following dates: the date when the actual construction work was to begin, the date when the construction was to be completed, and the date when the complete application of water to the proposed use was to be completed. These dates may be referred to as ABC dates. Describe how the water user has complied with each of the development timelines established in the permit or permit extension of time:

	DATE FROM PERMIT	DATE ACCOMPLISHED*	DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS
ISSUANCE DATE	6/24/2019		
BEGIN CONSTRUCTION (A)	6/24/2024	July 2021	Completed drip system installation.
COMPLETE CONSTRUCTION (B)	N/A	N/A	N/A
COMPLETE APPLICATION OF WATER (C)	6/24/2024	July 2021	Completed irrigating all POU with drip system.

* MUST BE WITHIN PERIOD BETWEEN PERMIT OR ANY EXTENSION FINAL ORDER ISSUANCE AND THE DATE TO COMPLETELY APPLY WATER

2. Is there an extension final order(s)?

YES NO

3. Measurement Conditions:

a. Does the permit, permit amendment, or any extension final order require the installation of a meter or approved measuring device? YES NO

If "NO", items b through f relating to this section may be deleted.

Reminder: If a meter or approved measuring device was required, the COBU map must indicate the location of the device in relation to the point of diversion.

b. Has a meter been installed? YES NO

c. Meter Information

POD NAME OR #	MANUFACTURER	SERIAL #	CONDITION (WORKING OR NOT)	CURRENT METER READING	DATE INSTALLED
Bulge Pump	Netafim	18-100067899	Working	0215411412	July 2019
*POD-R	Netafim	18-80042887	Working	023914452	June 21, 2024

*During the COBU site inspection, we noted that the flow meter was installed at the 30 HP bulge pump. We consulted with OWRD staff and were instructed by the watermaster to install a flow meter on POD-R (10 HP river pump) which will meter the actual source rather than the water diverted from the bulge. The flow meter was installed 6/21/2024 before the C date and both meters remain active.

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4. Recording and reporting conditions:

a. Is the water user required to report the water use to the Department? YES NO

If "NO", item b relating to this section may be deleted.

b. Have the reports been submitted? YES NO

If the reports have not been submitted, attach a copy of the reports if available.

5. Fish Screening:

a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? YES NO

If "NO", items b through e relating to this section may be deleted.

Reminder: If fish screening devices were required, the COBU map must indicate their location in relation to the point of diversion.

b. Has the fish screening been installed? YES NO

c. When was the fish screening installed?

DATE	BY WHOM
July 2019	Kevin Porter (Raptor Ag, LLC)

Reminder: If the permit was issued on or after February 1, 2011, the fish screen is required to be approved by the Oregon Department of Fish and Wildlife regardless of the rate of diversion.

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d. If the diversion involves a pump and the total diversion rate of all rights at the point of diversion is less than 225 gpm (0.5 cfs) and the permit was issued prior to February 1, 2011:

- Has the self-certification form previously been submitted to the Department? NA YES NO

If not, go to <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx> complete and attach a copy of the 'ODFW Small Pump Screen Self Certification' form to this claim, and send a copy of it to the Oregon Department of Fish and Wildlife (ODFW).

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. The ODFW self certification form needs to have been previously submitted or be attached to this form.

e. If the diversion does **not involve a pump** or the total diversion rate of all rights at the point of diversion is 225 gpm (0.5 cfs) or greater:

- Has the ODFW approval been previously submitted? NA YES NO

If not, contact and work with ODFW to ensure compliance. To demonstrate compliance, provide signed documentation from ODFW. A form is available at: <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. In order to receive a favorable approval, the ODFW/WRD "Fish Screen Inspection" form needs to have been previously submitted or be attached to this form.

6. By-pass Devices:

a. Are any points of diversion required to have a by-pass device to prevent fish from entering the point of diversion? YES NO

7. Other conditions required by permit, permit amendment final order, or extension final order:

- a. Was the water user required to restore the riparian area if it was disturbed? YES NO
- b. Was a fishway required? YES NO
- c. Was submittal of a water management and conservation plan required? YES NO
- d. Other conditions? YES NO

If "YES" to any of the above, identify the condition and describe the water user's actions to comply with the condition(s):

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**SECTION 6
ATTACHMENTS**

Provide a list of any additional documents you are attaching to this report:

ATTACHMENT NAME	DESCRIPTION
Pictures (x17)	Taken at 6/3/2024 and 6/24/2024 site inspections
ODFW Letter	Approval of fish screening
Water Usage	Email of flow meter readings for 2019-2023
Authorization to Sign (15 pgs)	Management agreement showing authorization to sign for Green Gold Ag LLC

**SECTION 7
CLAIM OF BENEFICIAL USE MAP**

The Claim of Beneficial Use Map must be submitted with this claim. Claims submitted without the Claim of Beneficial Use map will be returned. The map shall be submitted on poly film at a scale of 1" = 1320 feet, 1" = 400 feet, or the original full-size scale of the county assessor map for the location.

Provide a general description of the survey method used to prepare the map. Examples of possible methods include, but are not limited to, a traverse survey, GPS, or the use of aerial photos. If the basis of the survey is an aerial photo, provide the source, date, series and the aerial photo identification number.

Survey method used was aerial photo provided by Maxar Technologies.
Source Date: 6/16/2023

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Map Checklist

Please be sure that the map you submit includes ALL the items listed below.
(Reminder: Incomplete maps and/or claims may be returned.)

- Map on polyester film
- Appropriate scale (1" = 400 feet, 1" = 1320 feet, or the original full-size scale of the county assessor map)
- Township, Range, Section, Donation Land Claims, and Government Lots
- If irrigation, number of acres irrigated within each projected Donation Land Claims, Government Lots, Quarter-Quarters
- Locations of fish screens and/or fish by-pass devices in relationship to point of diversion
- Locations of meters and/or measuring devices in relationship to point of diversion or appropriation
- Conveyance structures illustrated (pumps, reservoirs, pipelines, ditches, etc.)
- Point(s) of diversion or appropriation (illustrated and coordinates)
- Tax lot boundaries and numbers
- Source illustrated if surface water
- Disclaimer ("This map is not intended to provide legal dimensions or locations of property ownership lines")
- Application and permit number or transfer number
- North arrow
- Legend
- CWRE stamp and signature

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6/3/24

Green Gold Ag CoBU

hazelnut rows with buried drip



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6/3/24

Green Gold Ag COBU

hazelnuts



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6/3/24

Green Gold Ag CoBU

River pump

TECHTOP CLOSE COUPLED PUMP MOTOR
 INVERTER DUTY 1000:1 VT 1.0 SF

MODEL GR3-AI-TE-215JM-4-B-D-10 TECHTOP.COM

NEM Premium	60 Hz	50 Hz	MFGPN	T 215JM4B
	HP	10	10	SER# 1907034878
	RPM	1760	1455	DATE 071970
	VOLT(3 ϕ)	230/460	190/380	DESIGN A
	FLA	23.9/12.0	28.0/14.0	FRAME 215
	SF	1.25	1.0	ENCL TEFC
	KVA CODE	L	J	IP 55
	NOM.EFF	91.7 %	90.8 %	DUTY Cont
BEARING SIZE		USABLE@		INS CL F
DE 6308 2RS. ODE 6208 2RS		208V 60HZ		AMB 40 °C
CLASS 1, DIV 2, GROUPS A, B, C AND D		FLA 26.3		WEIGHT 142.8 lbs

MADE IN CHINA

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6/3/24

Green Gold Ag Co Bu

River pump Motor Tag
 serial # 1907034878



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6-24-24 WEM Green Gold Ag COBU 10 HP River Pump with fish screen



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6-24-24 WEM Green Gold Ag COBU 10 HP River Pump Flow Meter Location



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6-24-24 WBN Green Gold Ag COBU 10 HP River Pump Flow Meter



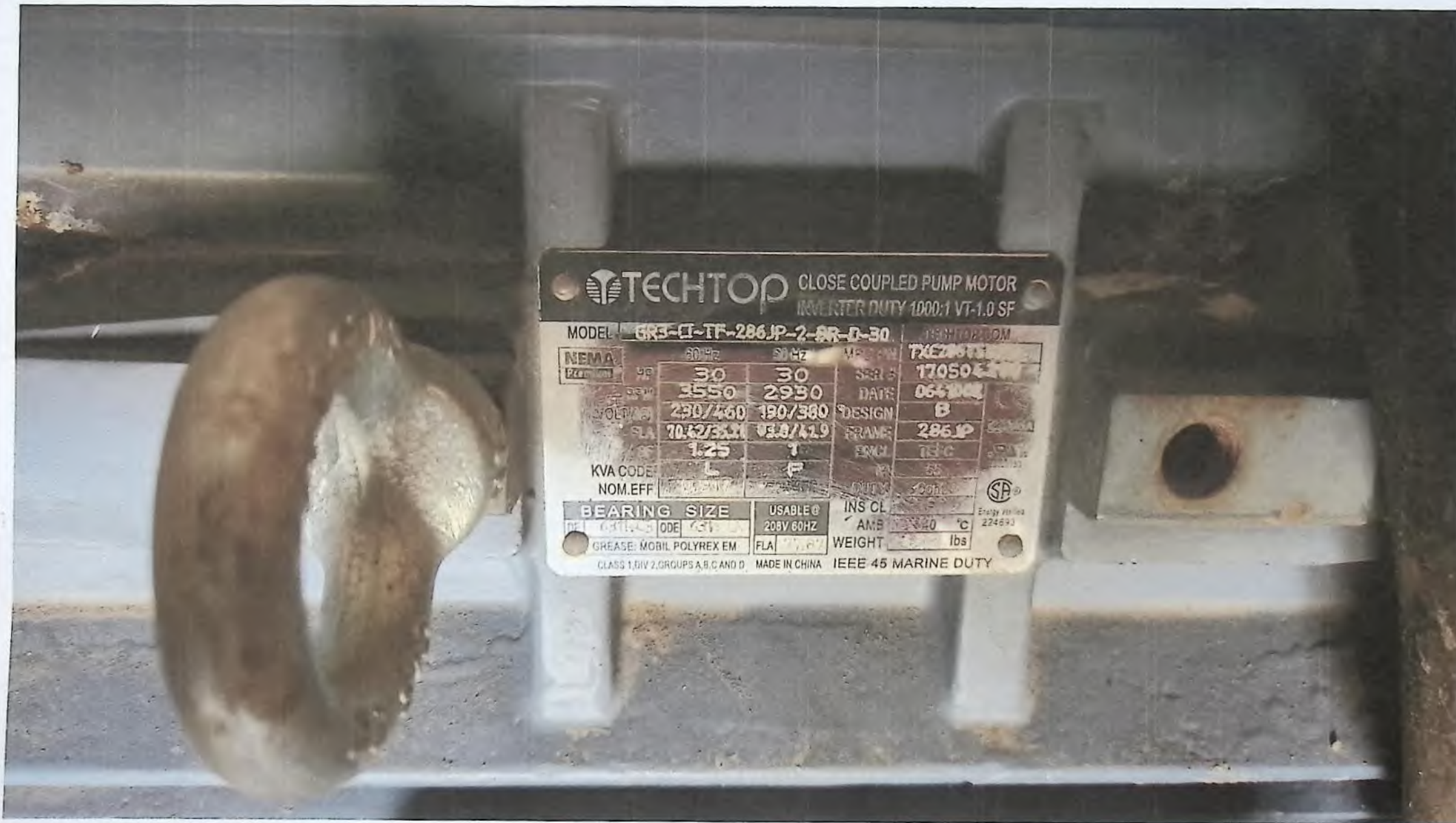
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Salem, OR

6/3/24 Green Gold Ag Cobu

Booster pump



TECHTOP		CLOSE COUPLED PUMP MOTOR		INVERTER DUTY 1000:1 VT-1.0 SF	
MODEL: GR3-11-TF-286JP-2-GR-D-30		TECHTOP/COM		PREZOTE	
NEMA 4P	30 HP	30 Hz	3550 RPM	SERIAL	170504299
DATE	06-10-04	DESIGN	B	FRAME	286JP
VOLTAGE	230/460	190/380	ENCL	TEC	55
AMP	70.62/35.31	43.8/21.9	INS CL	AMB	130 °C
KVA CODE	L	F	WEIGHT	lbs	
NOM.EFF			BEARING SIZE: ODE 151 USABLE @ 208V 60HZ INS CL AMB 130 °C GREASE: MOBIL POLYREX EM FLA: 1.25 WEIGHT: lbs CLASS 1, DIV 2, GROUPS A, B, C AND D MADE IN CHINA IEEE 45 MARINE DUTY		

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6/3/24

Green Gold Ag COBU

Booster pump Motor tag
 Serial # 170504299



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Green Gold Ag COBU

Berkeley - Pump Manufacturer



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Green Gold Ag CoBU

Flow Meter



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G-24-24 WMA Green Gold Ag CDBU 30 HP Bulge Pump Flow Meter Location



6-24-24 WEM Green Gold Ag COBU 30 HP Bulge Pump suction line to fish screen

Received by

AG 28

Salom,



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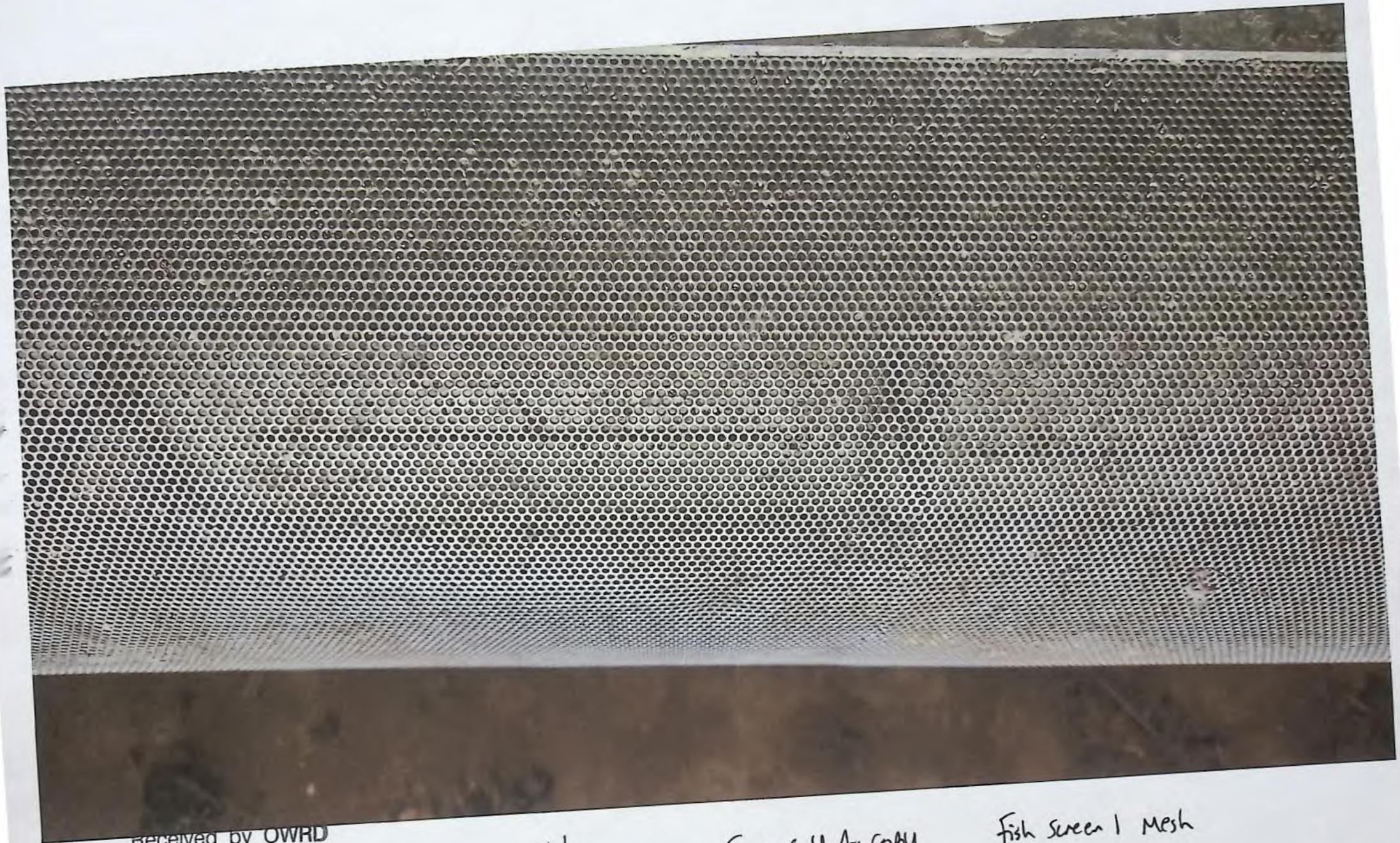
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6/3/24

Green Gold Ag CoBU

two fish screens



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6/3/24

Green Gold Ag COBU

Fish Screen 1 Mesh



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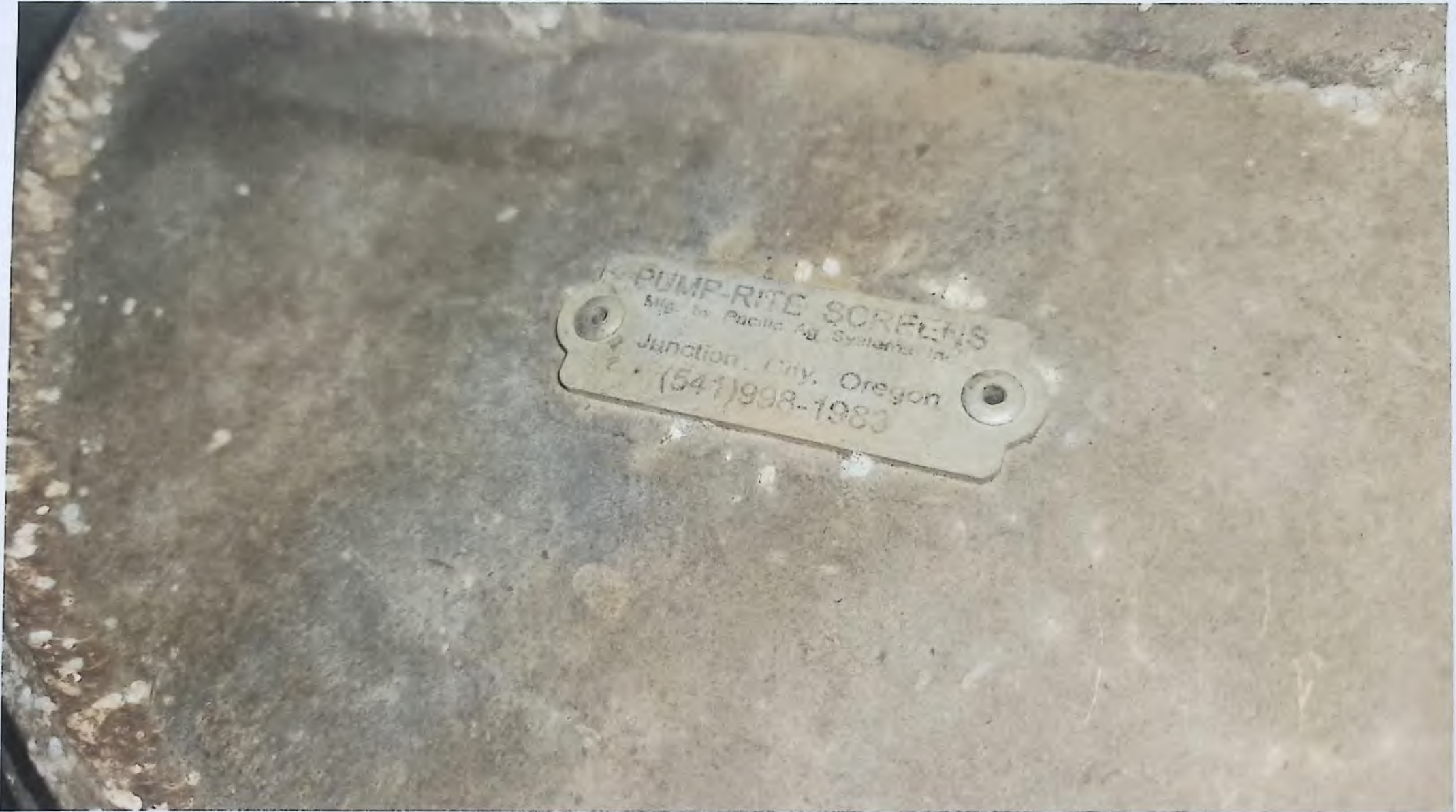
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6/3/24

Green Gold Ay Cobu

fish screen 2 mesh



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6/3/24

Green Gold Ag Cobu

Fish screen tag



Oregon

Tina Kotek, Governor

Department of Fish and Wildlife
The Dalles Screen Shop
3561 Klindt Drive
The Dalles, OR 97058
(541) 296-8026
Fax (541) 296-7889
odfw.com

June 25, 2024

Green Gold Ag, LLC
12764 Tree Ranch Rd
Ojai, CA 97023

RE: Permit S-55216

To whom it may concern,

Oregon Department of Fish and Wildlife has reviewed the fish screen associated with your point of diversion on the Willamette River at 44.610857 by -123.182254 for Permit S-55216. This site was inspected on site June 24th, 2024.

The diversion owner is diverting water from the Willamette River using a Pump-Rite L500 into a slough that is being used as a bulge in the system and then is being rediverted through an additional Pump-Rite L500 to the place of use. These model of passive screens when installed and maintained properly are capable of screening up to 1.11 cfs or 500 gpm each, while, while protecting all age classes of native fish present from entrapment and impingement. ODFW determined from the on-site inspection that the fish screens meet criteria. A by-pass devise is not required at this point of diversion as this is an end of pipe screen.

The approval is contingent on the following: the screens are installed prior to any withdraw of water, the screes are installed so that the effective screen area is submerged during operation, and the screens are regularly inspected and maintained to ensure they remain in working order, including removing debris as necessary, and the screens are annually inspected when they are not in use.

If you have any questions regarding this letter, please contact me at 541-296-8026

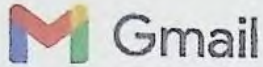
Sincerely,

Toby Schuyler

NW Region Fish Screen and Passage Coordinator

CC. Grant McGill, Will McGill, McGill Water rights.

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Salem, OR



Will McGill <willmcgill.surveying@gmail.com>

Stellmacher Irrigation

Brent LaFollette <Brent@raptorag.com>
To: Will McGill <willmcgill.surveying@gmail.com>

Wed, May 22, 2024 at 2:42 PM

Will,

I have attached photos of the fish screens being used with the make and model tag information.

The water usage is as follows:

- 2019 Meter – (start 0, end 1140) x 1000 = 1,140,000 gal. Overhead watering minimal application.
- 2020 Meter – (start 1140, end 2485) x 1000 = 1,345,030 gal. Overhead watering minimal application.
2021. Meter – (start 2485, end 3881) x 1000 = 1,396,520 gal. 1st year for our pump and system. Late start only ran couple times.
2022. Meter – (start 3881, end 6679) x 1000 = 2,799,000 gal. Wet spring ran a few times late in season.
- 2023 Meter – (start 6679 , end 21541) x 1000 = 14,862,000 gal First year of full on program – drip.

Still waiting for the ownership info from our corporate headquarters.

Brent LaFollette
VP Western States
Raptor Ag, LLC
brent@raptorag.com

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**ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF AN ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS
OF FARMTOGETHER, INC.**

September 28, 2021

APPOINTMENT OF OFFICER AND AUTHORIZED SIGNATORIES

The undersigned members of the Board of Directors (the "Board") of FarmTogether, Inc., a Delaware corporation (the "Corporation"), pursuant to Section 141(f) of the Delaware General Corporation Law, as amended, (the "DGCL") and the Bylaws of the Corporation (the "Bylaws"), hereby adopt the following resolution by unanimous written consent effective as of the last date set forth below:

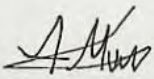
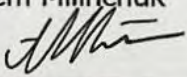
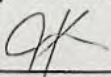
RESOLVED, that the following persons are employees of the Corporation who shall be authorized signatories, pursuant to Article IV, Section 1 of the Bylaws:

<u>Name</u>	<u>Company Title</u>
Boyd Corkins	Head of Asset Management
Dale Arthur	Senior Farmland Management Director
Jason Kosareff	Farmland Asset Manager
Anton Milinchuk	Assistant Financial Controller
Ranjan Seetharama	Head of Engineering

RESOLVED, that all signatories of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such signatory shall deem necessary or advisable (subject to any limitations in the Bylaws), to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such signatories prior to the date of the foregoing resolutions adopted hereby are hereby ratified, confirmed and approved as the acts and deeds of this Corporation.

This Written Consent in Lieu of an Organizational Meeting of the Board of Directors is executed as of the date first set forth above.

 _____	Date: <u>09 / 27 / 2021</u>
Artem Milinchuk	
 _____	Date: <u>09 / 27 / 2021</u>
Oleksiy Shevchenko	
 _____	Date: <u>09 / 29 / 2021</u>
John Joseph Kasper, Jr.	

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TITLE FarmTogether - Please sign this to add other signatories
FILE NAME ACTION BY UNANIMO...ptember 2021.docx
DOCUMENT ID b1678213c018d1fa17e904bf9956fef160b7f755
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed

Document History



SENT

09 / 28 / 2021

00:28:40 UTC

Sent for signature to Oleksiy Shevchenko (alex.shevchenko@me.com) and JJ Kasper (jjkasper@bluecollective.com) from artem@farmtogether.com
IP: 188.32.249.64



VIEWED

09 / 28 / 2021

01:39:49 UTC

Viewed by Oleksiy Shevchenko (alex.shevchenko@me.com)
IP: 207.194.186.211



SIGNED

09 / 28 / 2021

01:40:01 UTC

Signed by Oleksiy Shevchenko (alex.shevchenko@me.com)
IP: 207.194.186.211



VIEWED

09 / 29 / 2021

20:06:12 UTC

Viewed by JJ Kasper (jjkasper@bluecollective.com)
IP: 38.117.156.149



SIGNED

09 / 29 / 2021

20:06:23 UTC

Signed by JJ Kasper (jjkasper@bluecollective.com)
IP: 38.117.156.149



COMPLETED

09 / 29 / 2021

20:06:23 UTC

The document has been completed.

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MANAGEMENT AGREEMENT

This Management Agreement (the “**Agreement**”) is entered into as of July 22, 2020 (the “**Effective Date**”), by and between FARMTOGETHER MANAGEMENT L.L.C., a Delaware limited liability company (“**FarmTogether**”), and GREEN GOLD AG, LLC, a California limited liability company (“**Client**”).

WHEREAS, Client is in the process of purchasing that certain property located at 30416 Stellmacher Drive SW, Albany, Oregon 97321 (the “**Property**”) for a purchase price of Three Million Six Hundred Fifty Thousand and No/100 Dollars \$3,650,000. (the “**Transaction**”). The Property, and the activities on the Property, are also referred to in this Agreement as “**Project Arrow**.”

WHEREAS, Client desires to retain FarmTogether to manage the Transaction, oversee certain leasing matters relating to Project Arrow and perform such other management related services for Client after Client’s purchase of the Property and related to Project Arrow, as set forth herein.

WHEREAS, FarmTogether is willing to perform the Services, subject to and conditioned upon the following terms and conditions.

NOW, THEREFORE, Client and FarmTogether hereby agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

2. **Exclusivity.** Client hereby appoints FarmTogether, and FarmTogether hereby accepts appointment, on the terms and conditions hereinafter provided, as sole and exclusive leasing, management and operating agent of Client with respect to the Property, Project Arrow and the Transaction. FarmTogether shall perform all normal and reasonable leasing, management and operating agent services on behalf of Client, including those provided for in this Agreement (the “**Services**”).

3. **Services Rendered.** The parties acknowledge that FarmTogether’s management of Project Arrow and the Transaction shall include the following Services:

a. **Leasing of Project Arrow.** FarmTogether shall use its best efforts to enter into leases (and negotiate the terms thereof) with respect to all or any portions of the Property (including, without limitation, any amendments, restatements or extensions). FarmTogether will structure the lease pursuant to Client’s required conditions with a vertically integrated operator. Client shall have the right to approve or disapprove all final lease terms for Project Arrow prior to the closing of the Transaction and after the closing of the Transaction, including any amendments, restatements or extensions. FarmTogether shall advise Client on certain leasing matters to the best of FarmTogether’s knowledge of such matters. FarmTogether shall also use its best efforts to secure full compliance by tenants with the terms and conditions of their respective leases. In the event of a

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dispossession of a tenant (in accordance with the tenant's lease) as a result of that tenant's default under its lease, FarmTogether will use its best efforts to find a replacement tenant. Ten (10) years following the Effective Date, or earlier if requested by Client, FarmTogether and Client will select an appraiser to appraise Project Arrow and FarmTogether will coordinate and oversee an independent appraisal process on the Property, all at FarmTogether's expense. .

b. Administration. FarmTogether shall manage day-to-day expenses, distributions, and quarterly reporting of the Property's performance, which shall show the results of operation of Project Arrow for that quarter and will be provided to Client quarterly. Such reports and computations shall be prepared from the books of accounts of Project Arrow. FarmTogether shall, from the funds collected and deposited, cause the following amounts to be disbursed regularly and punctually for the following purposes: (1) the amounts reimbursable to FarmTogether, if any, and which are listed on Attachment "1" to this Agreement; (2) the amount of all real estate taxes and other impositions levied by appropriate authorities which shall be paid before interest and/or penalties begins to accrue thereon; and (3) amounts otherwise due and payable as operating expenses of Project Arrow authorized to be incurred under the terms of this Agreement. After disbursement as herein specified and after establishing a cash reserve in such amount as Client may from time to time designate to pay taxes, insurance and/or other costs and expenses incidental to the operation of Project Arrow, including nonrecurring emergency repairs and capital expenditures which shall become due and payable within the succeeding calendar month and for which the cash to make such payments may not be generated by operations during such period, FarmTogether shall disburse any balance remaining at the end of each calendar month during the term of this Agreement to Client or as otherwise specifically directed from time to time by Client. FarmTogether will work with Client to determine the appropriate amount of reserves, however, it shall be Client's decision as to amount of reserves.

c. Books and Records. FarmTogether shall maintain full, accurate and complete records, books and accounts reflecting the results of operation of Project Arrow. Books and records of the Property shall be kept at the location where any central accounting and bookkeeping services are performed by FarmTogether, at FarmTogether's option, but at all times shall be the property of Client.

d. Rent Collection. FarmTogether shall use its best efforts to collect all rent and other charges due from tenants, from concessionaires operating authorized facilities in Project Arrow maintained primarily for the benefit of tenants and otherwise due to Client with respect to Project Arrow in the ordinary course of business. All security deposits collected by FarmTogether, if any, shall be deposited in a separate bank account for the benefit of Client, and shall be accounted for and maintained as provided by applicable law. All interest earned on security deposits to the extent not payable to tenants in accordance with any lease terms or applicable law shall be the property of Client. Client authorizes FarmTogether to request, demand, collect, receive and receipt for all such rent and other charges and, upon Client's approval and at Client's expense, to institute legal proceedings in the name of Client for the collection thereof and for the dispossession of

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AM

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AFJ

tenants and other persons from Project Arrow, and such expense may include the engaging of counsel for any such matter. All funds collected by FarmTogether shall be forthwith deposited in the separate bank account for the benefit of Client and shall not be commingled with any other funds held by or belonging to FarmTogether. FarmTogether shall not enter into a settlement agreement on behalf of Client without Client's express written consent.

e. Auditing Services. FarmTogether will administer routine lease performance tests, including full audits at a minimum of annually, to ensure that the lease and all operating covenants and procedures are being followed by the tenants. Specifically, FarmTogether shall:

i. Stewardship Policy: Craft a Stewardship Policy in accordance with Leading Harvest that will ensure that the tenant is operating in a sustainable manner and that the Property is being properly maintained in accordance with the tenant's lease;

ii. Periodic Soil Tissue and Water Testing: Ensure that the tenant conducts annual soil tissue and water testing and provides the results to FarmTogether. FarmTogether shall provide the results to Client. FarmTogether may also conduct unannounced soil and water tests with Client's consent;

iii. Capital Expenditure Monitoring: Review and advise on any maintenance or growth capital expenditure requested by the tenant OR FarmTogether will independently propose maintenance or growth capital expenditure if it is believed to be in the best interest of Client; and

iv. Perform an on-site audit at a minimum frequency of annually. The onsite audit will include, but is not limited to inspection of the grounds, trees and facilities. FarmTogether shall survey the condition of all of the assets, take pictures and provide a report to the Client.

f. Management Rights. FarmTogether shall have the right to execute and deliver documents and to otherwise bind Client, but only within the scope of FarmTogether's duties and authority set forth in this Agreement. FarmTogether will obtain Client's express written consent prior to binding Client to any agreement. FarmTogether may install one or more signs on or about the Property stating that the Property and/or Project Arrow is under management of FarmTogether, and FarmTogether may use FarmTogether's name and logo in any display advertising that may be done on behalf of Project Arrow; provided, however, that no such sign, name or logo or anything else placed on the Property may indicate that Client or FarmTogether are conducting business under a common name or holding themselves out as a partnership or other form of business entity. FarmTogether shall not use Client's name on any such sign or marketing effort without the express written consent of Client. Client, FarmTogether and each of their agents shall have the right to enter upon any part of the Property at any reasonable time during the term of this Agreement for the purpose of examining or

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inspecting the Property, but any inspection shall be done with as little disruption to the business of the Property as possible and subject to the terms of any tenant leases and the rights of tenants to limit or prohibit access to space in their possession.

4. **Compensation.** FarmTogether shall be entitled to receive the following compensation for the Services performed under this Agreement:

a. **Administrative Reimbursement Charge.** Within thirty (30) days of closing the Transaction, Client shall pay FarmTogether one percent (1.00%) of the purchase price of Project Arrow as reimbursement for FarmTogether's administrative costs incurred or made by FarmTogether in the performance of its duties hereunder (including fees, expenses and disbursements of its external counsel).

b. **Annual Management Fee.** Within thirty (30) days of closing the Transaction, Client shall pay FarmTogether one half percent (0.50%) of the purchase price of Project Arrow (the "Annual Management Fee") for the Services provided hereunder. Client shall pay the Annual Management Fee each year on the anniversary of the initial Annual Management Fee payment throughout the Term of this Agreement.

All payments made pursuant to this Agreement shall be made in immediately available funds to FarmTogether, or by such other means as shall be mutually agreed upon by the parties.

For the avoidance of doubt, Client shall not be obligated to pay any fees contemplated herein until the closing of the Transaction.

5. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis unless either party notifies the other party at least sixty (60) days prior to the expiration of the then current term that the Agreement shall not be renewed for another term. Notwithstanding the foregoing, if either party fails to perform its obligations under this Agreement (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall have the right to give the Defaulting Party a notice of default (a "Notice of Default") setting forth the nature of the default. If, within thirty (30) days (ten (10) days if the default is solely due to the nonpayment of money) after receipt of a Notice of Default, the Defaulting Party pays such money or cures such non-monetary default, it shall be deemed that the Notice of Default was not given and the Defaulting Party shall lose no rights hereunder. If, within such periods, the Defaulting party does not either pay or cure such default (or, if applicable, does not commence, in good faith, the curing of such default which in any event must be cured within ninety (90) days of the Notice of Default), then the Non-Defaulting Party shall have the right to terminate this Agreement effective on the date of such notice. Notwithstanding the foregoing, in the event of the sale of the Property by Client to a third party, Client shall have the right to terminate this Agreement effective as of the date of the sale. Client shall endeavor to give FarmTogether not less than thirty (30) days' notice of the date of sale. Upon any termination of this Agreement as provided for herein, FarmTogether shall be entitled to payment of the fees

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earned hereunder, and reimbursement for expenses incurred in accordance with this Agreement, through the effective date of such termination or resignation.

6. **Mutual Indemnification.**

a. So long as FarmTogether acts in good faith and within the scope of its authority under this Agreement and has not committed any willful misconduct, negligence, violation of law or breach of this Agreement, Client agrees to indemnify, hold harmless and agrees to defend FarmTogether from and against all liabilities, costs, claims, expenses and damages, including reasonable attorney's fees, in connection with or related to FarmTogether's management and operation of Project Arrow and the Transaction.

b. FarmTogether agrees to indemnify, hold harmless and defend Client and its members, managers and affiliates from and against all liabilities, costs, claims, expenses and damages, including, but not limited to reasonable attorneys' fees in connection with or related to FarmTogether's willful misconduct, negligence, violation of law or breach of this Agreement; provided, however, that under no circumstances will FarmTogether be responsible for, or indemnify Client against any act or omission which FarmTogether takes or fails to take pursuant to the instructions of Client.

7. **Notices.** Any notice, demand or other communication given by either party hereto to the other party hereto shall be in writing and delivered to all other parties at the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) electronic transmission (e-mail) provided that the transmission is completed no later than four p.m. Pacific Standard Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed, addressed as follows:

If to Client: Green Gold AG, LLC
12764 Tree Ranch Road
Ojai, California 93023
Attn: Arthur T. Jarvis, III
Email: artjarvis@gmail.com

If to FarmTogether: FarmTogether Management L.L.C.
995 Market Street
San Francisco, CA 94103
Attn: David Chan
Email: david@farmtogether.com

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements

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and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

9. **Amendments.** This Agreement may be amended, modified and supplemented by mutual agreement of the parties. Any such amendments, modifications or supplements shall be in writing, signed by the parties.

10. **Assignment.** Neither party shall assign this Agreement without the express written consent of the other party. Any attempt by a party to assign its rights or obligations under this Agreement without the express written consent of the other party shall be void.

11. **Governing Law.** This Agreement is governed, construed and enforced in accordance with the laws of the state of California without regard to the conflicts of laws provisions thereof. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the state or federal courts within California.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

13. **Severability.** The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement. Any provision or part of this Agreement determined to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14. **Waivers and Further Agreements.** Any of the provisions of this Agreement may be waived by an instrument in writing executed and delivered by the party to whom the benefit of such provision runs. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision hereof. Each of the Parties hereto agrees to execute all such further instruments and documents and to take all such further action as any other Party may reasonably require in order to effectuate the terms and purposes of this Agreement.

15. **Headings.** Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any purpose.

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16. **Remedies Cumulative.** All rights and remedies of any party hereunder are cumulative of each other and every other right or remedy which a party may otherwise have at law or in equity or under any other writing for the enforcement of the right, and the exercise or failure to exercise one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

17. **Mediation.** Except as otherwise provided in this Agreement, the parties shall submit all disputes, contests, or claims that may result among the parties that may relate to this Agreement or Project Arrow to mediation in Ventura County, California or such other place as mutually agreed to by the parties in writing. Mediation of disputes shall be conducted pursuant to the mediation procedures utilized by ADR Services, Inc. (or any successor thereto.) If ADR Services, Inc., is not then in existence and fails or refuses to act, then the mediation shall be conducted through and in conformity with, and subject to, the applicable rules and procedures of JAMS, Inc. The parties shall use the procedures adopted by ADR Services, Inc. (or any successor thereto), provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

a. All of the parties participating in the mediation shall advance equal shares of the fees required by the mediator to initiate the proceedings.

b. The mediator shall be selected by mutual agreement through ADR Services (or a successor service or JAMS, Inc., in accordance with the provisions hereinabove.)

c. Any mediator selected shall be neutral and thoroughly familiar with the principal subject matter of the issues to be resolved.

d. If the parties fail to mutually agree upon a mediator, then a mediator with the above required qualifications shall be selected by ADR Services, or, if applicable, the successor service, in accordance with their procedures then in effect.

e. The parties to the mediation shall bear the costs and fees for the mediation and mediator equally.

In the event the dispute is not resolved by mediation, then such dispute shall be resolved by the submission of the dispute to binding arbitration as provided in this section.

Mediation shall not be required for any matter which falls within the jurisdiction of a probate court, small claims court or bankruptcy court.

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18. **Arbitration.** Except as otherwise provided in this Agreement, any controversy or dispute arising out of or related to this Agreement or any of the terms, provisions, or conditions of this Agreement or Project Arrow, shall be submitted to arbitration in Ventura County, California, or another location agreed to by the parties in writing. The arbitration shall be conducted through, in conformity with and subject to the applicable rules and procedures of ADR Services, Inc. (or any successor thereto). If ADR Services, Inc., is not then in existence and fails or refuses to act, then the arbitration shall be conducted through and in conformity with, and subject to, the applicable rules and procedures of JAMS, Inc.

The parties agree to select one arbitrator by mutual agreement through ADR Services or a successor service in accordance with the provisions hereinabove. The selection of the arbitrator shall be in accordance with the rules prescribed above, except that any arbitrator selected shall be neutral and thoroughly familiar with the principal subject matter of the issues to be arbitrated. If the parties fail to mutually agree upon an arbitrator, then an arbitrator with the above required qualifications shall be selected by ADR Services, or, if applicable, the successor service.

The parties hereby agree that the testimony of witnesses shall be given under oath, and that depositions and other discovery may be ordered by the arbitrator.

The costs of the arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator.

The parties are agreeing to have any dispute arising out of the matters included in this "arbitration of disputes" provision decided by neutral arbitration and are giving up any rights they might possess to have the dispute litigated in a Court or jury trial.

19. **Venue.** The parties agree that any suit, action, or proceeding, whether in contract, tort, or otherwise, arising out of this Agreement must be brought in a state or federal court or courts located in the County of Ventura, State of California.

20. **Right to Seek Equitable Relief.** If a party materially breaches this Agreement and/or if the other parties determine in good faith that immediate relief is necessary, the parties alleging the material breach may seek temporary restraining orders, preliminary injunctions, or similar temporary and equitable relief in a court of competent jurisdiction.

21. **Attorneys' Fees.** In any legal action or other proceeding brought in connection with, arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees. This attorneys' fees provision is to be liberally construed in favor of its application and, therefore, is intended to have the broadest possible application. Accordingly, and without limiting the generality or scope of the foregoing, this attorneys' fees provision is intended to apply whether the claims asserted sound in contract or tort, whether the relief sought is legal or equitable, and whether the issue(s) arising out of or relating to this Agreement are raised in connection with a pleading seeking affirmative relief (by way of example and not by way of limitation, a complaint, cross-complaint or complaint in intervention) or by way of answer, denial, affirmative defense or plea in abatement.

22. **Further Cooperation.** Each party hereto, and counsel for each party hereto, agrees to perform any and all further acts and to execute and deliver any and all documents

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which may be reasonably necessary to carry out the terms and provisions of this Agreement, the Note, and the New Deed of Trust.

23. **Drafting Presumption**. It is acknowledged that the parties and their respective agents have participated in an arms'-length negotiation in the preparation of this Agreement, and the parties agree that no presumption shall be applied in any interpretation of this Agreement that the terms hereof shall be more strictly construed against one party by reason of any rule of construction that a document is to be construed more strictly against the party who prepared the same.

24. **Counterparts**. This Agreement may be executed in one or more counterparts and by facsimile or electronic PDF, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same document.

[Signature Page Follows]

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AUG 28 2024

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IN WITNESS WHEREOF, FarmTogether and Client have executed this Agreement effective as of the Effective Date.

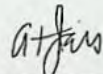
FARMTOGETHER:

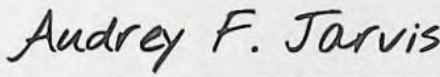
FARMTOGETHER MANAGEMENT L.L.C.
a Delaware limited liability company

By: 
Name: Artem Milinchuk
Title: Chief Executive Officer

CLIENT:

GREEN GOLD AG, LLC,
a California limited liability company

By: 
Arthur T. Jarvis, III, Manager

By: 
Audrey F. Jarvis, Manager

Attachment 1: Project Arrow Estimated Recurring Expenses

Liability/Service	Frequency	Estimated Cost (per annum)	FarmTogether Cost Burden	Art Cost Burden	Who Bears Cost if Over Budget?
Real Estate Taxes	Annual	\$6,000	0%	100%	Green Gold AG, LLC - 100%
General Liability Insurance	Annual	\$4,000	0%	100%	Green Gold AG, LLC - 100%
Water Assessments	Annual	\$2,500	0%	100%	Green Gold AG, LLC - 100%
Soil/Water/ Tissue Testing	Biennial	\$500	0%	100%	Green Gold AG, LLC - 100%
Property Inspection & Audit* Review and reporting of "Property Inspection Checklist" items	Semi-Annual	\$1,500	0%	100%	FarmTogether Management L.L.C. - 100%
Fund Administration Payment of invoices, rent collection, distributions	Ongoing	\$7,500	100%	0%	FarmTogether Management L.L.C. - 100%
Accounting Includes annual production of K-1 Tax Filing	Ongoing	\$10,000	100%	0%	FarmTogether Management L.L.C. - 100%
Reporting Quarterly reports sent via e-mail detailing relevant updates from the property and lessee	Quarterly	\$2,000	100%	0%	FarmTogether Management L.L.C. - 100%

*The Property Inspection & Audit estimated fee will be a reimbursable expense for FarmTogether that is reimbursable for up to \$750 per visit for two visits per year. Any expense beyond this amount or any additional visits will be at the expense of FarmTogether. The Inspection & Audit will be completed by a member of FarmTogether's Investment Committee.

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TITLE FarmTogether <> Green Gold AG Management Agreement
FILE NAME Arrow_ManagementA...t_07222020_vF.pdf
DOCUMENT ID 0cdeb383aa78498987f3e3ad03b3cef8ce768ba9
AUDIT TRAIL DATE FORMAT MM / DD / YYYY
STATUS ● Completed

Document History



SENT

07 / 22 / 2020
18:14:23 UTC

Sent for signature to Artem Milinchuk (artem@farmtogether.com), Arthur T. Jarvis III (artjarvis@gmail.com) and Audrey F. Jarvis (gabby45@gmail.com) from olga@farmtogether.com
IP: 71.105.108.226



VIEWED

07 / 22 / 2020
18:17:19 UTC

Viewed by Artem Milinchuk (artem@farmtogether.com)
IP: 45.48.36.253



VIEWED

07 / 22 / 2020
18:21:29 UTC

Viewed by Arthur T. Jarvis III (artjarvis@gmail.com)
IP: 199.116.127.139



VIEWED

07 / 22 / 2020
18:29:20 UTC

Viewed by Audrey F. Jarvis (gabby45@gmail.com)
IP: 199.116.127.139



SIGNED

07 / 22 / 2020
18:17:32 UTC

Signed by Artem Milinchuk (artem@farmtogether.com)
IP: 45.48.36.253

TITLE	FarmTogether <> Green Gold AG Management Agreement
FILE NAME	Arrow_ManagementA...t_07222020_vF.pdf
DOCUMENT ID	0cdeb383aa78498987f3e3ad03b3cef8ce768ba9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SIGNED

07 / 22 / 2020

18:22:41 UTC

Signed by Arthur T. Jarvis III (artjarvis@gmail.com)

IP: 199.116.127.139



SIGNED

07 / 22 / 2020

18:30:09 UTC

Signed by Audrey F. Jarvis (gabby45@gmail.com)

IP: 199.116.127.139



COMPLETED

07 / 22 / 2020

18:30:09 UTC

The document has been completed.

Received by OWRD

AUG 28 2024

Salem, OR



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AUG 28 2024
Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Green Gold Ag, LLC
12764 Tree Ranch Rd, Davis CA 97023

Transaction Type: Claim

Fees Received: \$ 230.00

Cash Check: Check No. 7294

Name(s) on Check: Will McGill Surveying

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: Corie Lovrien
(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.

S-88692



United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Regional Office
1150 North Curtis Road
Boise, ID 83706-1234

PN-6323
2.2.4.22

MAY 28 2019

Stellmacher Family Properties, LLC
30416 Stellmacher Dr. SW
Albany, OR 97321

Subject: Water Service Contract No.199E102000, Willamette River Basin Project, Oregon

To Whom it May Concern:

Enclosed for your records is a fully executed original of Contract No. 199E102000, which provides water use for irrigation beginning with the 2019 irrigation season.

The contract provides irrigation use of up to 303.75 acre-feet of stored water from the Willamette River Basin Project for use on a total of 121.50 acres.

If you have any questions, please contact Ms. Joy Kelley, Repayment Specialist, at the above address, by telephone at (208) 378-5346 or at jkelly@usbr.gov.

Sincerely,

E. Gail McGarry
Program Manager
Reclamation Law Administration

Enclosure

cc: Water Rights Division
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
(w/copy of encl)

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MAY 31 2019
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 28 day of May, 2019, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Stelmacher Family Properties LLC**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, The United States has constructed and operates a system of multipurpose reservoirs in the Willamette River Basin, Oregon, herein styled the Willamette River Basin Project, from which there is a flow of stored water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, PN-BFO-CE-2019-032, approved on April 1, 2019.

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4. WHEREAS, the Contractor owns or serves land hereinafter described, for which a water supply is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

LANDS FOR WHICH WATER IS DIVERTED

5. The United States shall release each year to the Contractor during the irrigation season, from March 1 to October 31, stored water from the Willamette River Basin Project for the irrigation of land owned or served by the Contractor as described as follows:

- 26 acres, NE ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 28.1 acres, NW ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 37 acres, SW ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 24.7 acres, SE ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 5.7 acres, SE ¼ SW ¼, Section 16, T. 11 S., R. 4 W., W.M.

LIMITATIONS ON RELEASES

6. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 303.75 acre-feet of stored water annually, measured at the point of delivery of said water. The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA). If it is determined through development of the operating plan that irrigation water in the basin, or any part of the basin, needs to be reduced, temporarily or longer, any available water will be prorated equally between the Contractor and existing and future contractors in the impacted area.

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PAYMENTS FOR WATER

7. (a) An annual payment of \$2,430.00 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$2,430.00 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 303.75 acre-feet of stored water for irrigation of the lands described above. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$ 8 per acre-foot of stored water; Provided, that such annual payment shall at a minimum be the greater of either the product of \$ 2 multiplied by the number of acres described in Article 5 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the Contracting Officer for the irrigation water marketing program of the Willamette River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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MAY 31 2019

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(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

(d) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 18 of this contract.

CONTRACT ADMINISTRATION FEES

8 The Contractor shall incur a fee for all future contract and inspection actions, including but not limited to new contracts, contract amendments, supplements, assignments and inspection of Contractor diversions. Prior to any future action and/or inspection, the fee will be determined by the Contracting Officer and shall be sufficient to cover such costs incurred by the United States and cost of contractors of the United States in the performance of the above activities.

CHARGES FOR DELINQUENT PAYMENTS

9. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue

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payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

RELEASE OF WATER

10. (a) Upon payment of the charges specified in Article 7(a) above, the United States will release water from the Willamette River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payments or fish screen requirements are not met.

(b) Water diverted pursuant to this contract shall be measured at the following point(s) of diversion in accordance with Oregon State law:

2,990 feet west and 1,400 feet north of the southeast corner of
Section 16, T. 11 S., R. 4 W., W.M.

The Contractor shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. Water so diverted shall be measured by means of measuring and controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, maintained and/or modified as necessary by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water diversions. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him/her to adjust

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releases to meet the new schedules. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster and/or the United States.

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Periodic Review of Water Deliveries with Respect to Contract Terms* (WTR P08), and Reclamation Manual Directives and Standards, *Periodic District Reviews of Water Deliveries with Respect to Contract Terms – Processing for Resolving Unauthorized Use* (WTR 08-01).

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

11. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

SPECIAL CONDITIONS

12. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease when stored water is made available to the lands described in

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Article 5 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

(c) In the interests of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years or when requested in writing by either the U.S. Fish and Wildlife Service or the National Marine Fisheries Service (NMFS), this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified or the contract terminated as determined by the Contracting Officer, to avoid or minimize impacts to species and/or critical habitat that are proposed, listed, or designated under the ESA, or to other valuable natural resources. Any termination of or modification to the contract by the Contracting Officer shall be announced by written notice to the Contractor.

(d) At the Contractor's point of diversion, fish screen(s) and/or fish passage structure(s), approved by NMFS or its designee, shall be installed, operated, and maintained in good operating condition by and at the expense of the Contractor, but shall remain at all times available for inspection by the United States and the State of Oregon, whose representatives may at all times have access to them over any lands of the Contractor. Provided; as a condition of the continued release of water, every five to seven years, the Contractor must re-confirm that their diversion(s) are still in conformance with NMFS design guidelines. Provided further; in the event that requirements for fish passage structures and/or fish screening are changed by either the State or Federal fisheries agencies after initial compliant installation by the Contractor, the Contractor shall bring its diversion into compliance with the new requirements within a timeframe established by the Contracting Officer or the applicable State and Federal fisheries agency.

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TERM OF CONTRACT

13. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Article 14 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

14. (a) The United States may terminate this contract and water service hereunder shall cease if the Contractor is delinquent in payment of the water service payment for a period of 90 days or upon failure of the Contractor to abide by the terms and conditions of this Contract, or by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

(b) The United States may terminate this contract and water service hereunder shall cease if a decision is reached by a Court of competent jurisdiction requiring termination of water delivery under this contract.

(c) Water service hereunder may cease, in whole or in part, if the contract water source becomes unavailable as required by, or due to the application of, federal law, including but not limited to, the Endangered Species Act.

HOLD HARMLESS AND INDEMNIFICATION

15. To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the United States and Reclamation, and their officers, employees, and agents, from and

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against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any character (hereinafter collectively referred to as "claims") that result from, arise out of, or relate to the quality or quantity of water released pursuant to this contract, including but not limited to claims by patrons or others in privity with the Contractor related to the settlement or adverse results of litigation brought against the United States or Reclamation by third parties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

TITLE TO PROJECT WORKS

16. Title to all of the Willamette River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

DISCLAIMER

17. No provision of this contract, nor the release of water hereunder, shall confer on the Contractor a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette River Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. The United States assumes no responsibility or liability for any taking of endangered or threatened species at the Contractor's point(s) of diversion arising from the Contractor's diversion and use of water released under this contract.

Further, the United States shall not be liable for any acts or omissions of the Contractor or its agents or of persons for whom water is released.

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NOTICES

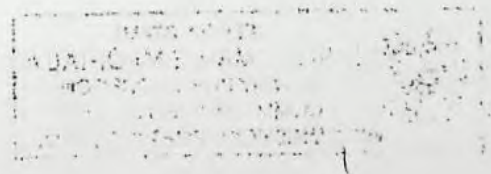
18. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States,

when mailed, postage prepaid, or delivered to Stellmacher Family Properties LLC, 30416 Stellmacher Dr. SW, Albany, OR 97321. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

GENERAL PROVISIONS

19. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT
- b. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- c. OFFICIALS NOT TO BENEFIT
- d. CHANGES IN CONTRACTORS ORGANIZATION
- e. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- f. BOOKS, RECORDS, AND REPORTS
- g. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- h. PROTECTION OF WATER AND AIR QUALITY
- i. WATER CONSERVATION
- j. EQUAL EMPLOYMENT OPPORTUNITY
- k. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- l. PRIVACY ACT COMPLIANCE
- m. MEDIUM FOR TRANSMITTING PAYMENTS
- n. CONTRACT DRAFTING CONSIDERATIONS



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IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**STELLMACHER FAMILY PROPERTIES,
LLC**

By: [Signature] member
Secretary
Signature and Title

STATE OF OREGON)
 : ss
County of Linn)

On this 15th day of May, 2019, before me, a notary public, personally appeared known to me to be the official(s) of the **STELLMACHER FAMILY PROPERTIES, LLC**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **STELLMACHER FAMILY PROPERTIES, LLC**, for the uses and purposes therein mentioned, and on oath stated that he/she/they (circle one) is/are authorized to execute said instrument on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Nikole M Madriaga
Notary Public in and for the
State of Oregon
Residing at: Albany, OR
My commission expires: 7/23/22

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IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**STELLMACHER FAMILY PROPERTIES,
LLC**

By: William J. Stellmacher
Signature and Title MEMBER

STATE OF OREGON)
 : ss
County of Linn)

On this 15th day of May, 2019, before me, a notary public, personally appeared known to me to be the official(s) of the **STELLMACHER FAMILY PROPERTIES, LLC**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **STELLMACHER FAMILY PROPERTIES, LLC**, for the uses and purposes therein mentioned, and on oath stated that he/she/they (circle one) is/are authorized to execute said instrument on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Nikole M Madriaga
Notary Public in and for the
State of Oregon
Residing at: Albany, OR
My commission expires: 7/23/22

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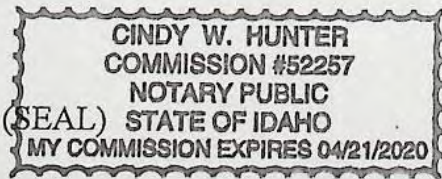
UNITED STATES OF AMERICA

By: E. Gail McGarry
Program Manager
Reclamation Law Administration
Pacific Northwest Region
Bureau of Reclamation
1150 N. Curtis Road
Boise, ID 83706-1234

STATE OF IDAHO)
 : ss
County of Ada)

On this 28 day of May, 2019, personally appeared before me
E. Gail McGarry, known to me to be the official of the UNITED STATES OF
AMERICA that executed the within and foregoing instrument and acknowledged said instrument to
be the free and voluntary act and deed of said United States, for the uses and purposes therein
mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal as of the day and year first above written.



Cindy W. Hunter
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 4/21/2020

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GENERAL PROVISIONS --- WILLIAMETTE BASIN PROJECT

GENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

(a). (1) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Rogue River Basin project facilities during any period that the Contractor is in arrears in the advance payment of the greater of \$8 per acre-foot or \$50 due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water use as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(b). The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(c). No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

(d). The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(e). The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

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COMPLIANCE WITH FEDERAL RECLAMATION LAWS

(f). The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

PROTECTION OF WATER AND AIR QUALITY

(g). (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

WATER CONSERVATION

(h). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.i (Water Conservation Rules and Regulations).

EQUAL EMPLOYMENT OPPORTUNITY

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(i). During the performance of this contract, the Contractor agrees as follows:

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(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision

shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order NO. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(j). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes prohibit any person in the United States from being excluded from participation in, be denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color,

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national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(k). (1) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR § 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 CFR §§ 2.61 and 2.64 and amendment requests pursuant to 43 CFR § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR § 2.64 and each request for amendment of records filed under 43 CFR § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

MEDIUM FOR TRANSMITTING PAYMENTS

(1). (1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(2) Upon execution of the contract, the Contractor shall furnish the Contracting Officer

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with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

(m). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 18 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

CHANGES IN CONTRACTOR'S ORGANIZATION

(n). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

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Mailing List for FO

Scheduled Mailing Date:

Application: S-88692

Permit: S-55216

Original mailed to applicant:

STELLMACHER FAMILY PROPERTIES LLC
30416 STELLMACHER DR SW
ALBANY OR 97321

Sent via auto email:

1. WRD - Watermaster District 2, Lanaya Blakely
2. Agent – William E McGill, CWRE; willmcgill.surveying@gmail.com

Copies of FO and map sent to:

1. File S-88692
2. WRD – Surface Water Section
3. a.l.o. – Greenbelt Land Trust Inc.; PO Box 1721; Corvallis OR 97339

Application Specialist: Lisa Graham

<p style="text-align: center;">Copies Mailed</p> <p>by: <u>TM</u></p> <p style="text-align: center;">(STAFF)</p> <p>on: <u>6/25/2019</u></p> <p style="text-align: center;">(DATE)</p>



Oregon

Kate Brown, 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.wrd.state.or.us

June 20, 2019

STELLMACHER FAMILY PROPERTIES LLC
30416 STELLMACHER DR SW
ALBANY OR 97321

RE: Application S-88692

Dear Applicant,

On February 22, 2019, the Department issued a Final Order and draft permit for Application S-88692. Issuance of a permit was contingent on the submission of a valid and executed water contract with the Bureau of Reclamation.

As of this date, the Department has received the valid executed contract; therefore, please find an enclosed copy of Permit S-55216 for water use from the Willamette Basin Project Reservoirs for primary irrigation of 12.2 acres and supplemental irrigation of 109.3 acres.

Please feel free to contact me at 503-986-0808 or Elisabeth.A.Graham@oregon.gov if you have any questions.

Regards,

Lisa Graham
Water Right Application Specialist

enclosure

STATE OF OREGON

COUNTY OF LINN

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO:

STELLMACHER FAMILY PROPERTIES LLC
 30416 STELLMACHER DR SW
 ALBANY OR 97321

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-88692

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1628 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER

PURPOSE OR USE: PRIMARY IRRIGATION OF 12.2 ACRES AND SUPPLEMENTAL IRRIGATION OF 109.3 ACRES

MAXIMUM VOLUME: 303.75 ACRE-FEET (OR AS FURTHER LIMITED BY CONTRACT)

DATE OF PRIORITY: JANUARY 14, 2019

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
11 S	4 W	WM	16	NE SW	1400 FEET NORTH AND 2990 FEET WEST FROM SE CORNER, SECTION 16

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 a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

Authorized Place of Use:

PRIMARY IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	SE SW	5.7
11 S	4 W	WM	16	NW SE	3.6
11 S	4 W	WM	16	SW SE	2.2
11 S	4 W	WM	16	SE SE	0.7

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	NE SE	26.0
11 S	4 W	WM	16	NW SE	24.5
11 S	4 W	WM	16	SW SE	34.8
11 S	4 W	WM	16	SE SE	24.0

1. **Water Use Measurement, Recording, and Reporting Condition:**

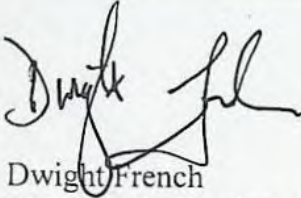
- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of diversion. The permittee shall maintain the device in good working order.
 - B. The permittee shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
 - C. The permittee shall keep a complete record of the volume of water diverted each month, and shall submit a report which includes water-use measurements to the Department annually, or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
 - D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.
2. The water user shall install, maintain, and operate fish screening and fish passage devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion, while passage devices provide adequate upstream and downstream passage for fish. The required screen and passage devices are to be in place and functional, and approved in writing by ODFW prior to diversion of water. The water user may submit evidence in writing that ODFW has determined screens and/or passage devices are not necessary.
3. The use of water under this right is subject to the terms and conditions of contract No. 199E102000, or a satisfactory replacement, between the Bureau of Reclamation and the permittee, a copy of which must be on file in the records of the Water Resources Department.

STANDARD CONDITIONS

- 1. Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.
- 2. Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.
- 3. This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.
- 4. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.
- 5. The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

6. Construction of the water system shall begin within five years of the date of permit issuance. The deadline to begin construction may not be extended. This permit is subject to cancellation proceedings if the begin construction deadline is missed.
7. Complete application of the water shall be made within five years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.
8. Within one year after making complete application of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued JUN 24 2019

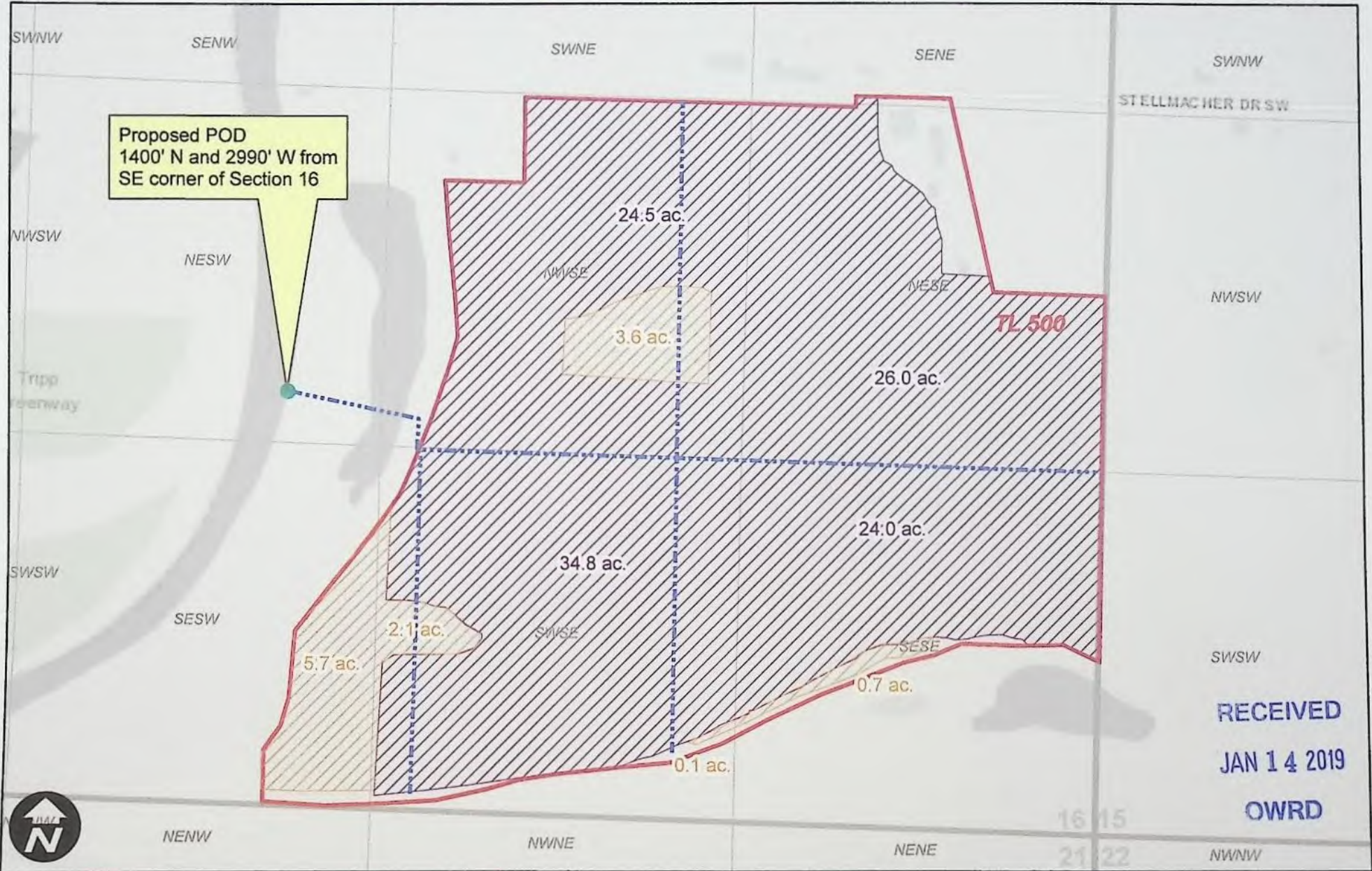


Dwight French
Water Right Services Division Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department



Application for BOR Stored Water - Stellmacher

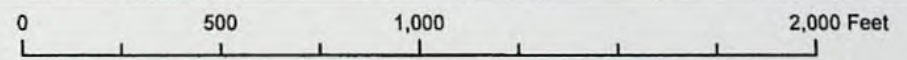
T11S, R4W



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Legend

- POD
- ▨ New BOR Contract Primary
- ▤ New BOR Contract Supplemental to Cert. 37455
- Mainline
- ▭ Taxlot



23988-5

Expedited Secondary Final Order Checklist

Application #: S-88692 Applicant: STELLMACHER FAMILY PROPERTIES LLC

(303.75 AF via LandUse)

Basin # 2

Requested Use/Rate/Season IR:SI / 1.92 CFS / 2.2 ac / 109.3 ac / 31-103

Allowed Use/Rate/Season IR:SI / 1.52 (303.75 AF) / 2.2 / 109.3 ac / 31-103 Duty 2.5

Noticed on 1.22.19 Comment Deadline 2.21.19

Electronic/written comments? No Yes

Comment eval? N/A No Yes

Were there any comments that raise a public interest described in ORS 537.170(8)? No Yes; issue a PFO

Conditions Medium Totalizing < 100 AF Large Totalizing ≥ 100 AF
Use "Large" for temp control (including NU), or when the applicant is a government entity

Other Conditions _____

Is water available and legally stored? No Yes Permit #: R-5363 & R-11028

Reservoir Name Willamette Basin Project Reservoirs

Storage contract NA BOR Doug Co Corp of Eng needed obtained No. 199E102000

Land use allowed outright not allowed being pursued county notified NA

POU conflict NA No No, different sources No, make up a deficiency in rate

Yes cont: 3 TKS

Use is supplemental, checked for primary rights w/ diff source NA Yes limits 180 / 2.5 / 1R season

App w/in a District boundary No Yes, cc: _____

MU or QM NA will complete construction within 20 years

reviewed – recommendations _____

Authorized agent specified NA Yes William E McGill CWRE

Copy to NCR WM # 16 _____

agent CWRE city _____
 a.l.o. Greenbelt Land Trust Inc. PO Box 1721
Corvallis OR 97339

(w/in 5-mile muni wells)

Fees

303.75

Base (\$520)

520

Recording Fee (\$520)

520

Up to 20 AF @ \$35/AF

700

285 Add'l AF @ \$1.20/AF

340.80

Exam Fee Required

1560.80

Exam Fees Paid

1560.80

Recording Fee Paid

520

Still Owed/Refund

0

Owed before Permit

0

App/map meet min. req Yes No ALO info map legal
(If no, don't do an FO yet; send a certified letter.)

FO w/ permit # S-55210 FO w/ draft permit; still needed: FO denied
____ fees
____ easement
 contract BOR
____ land use

Name: Elisabeth A. Graham Date: 3-7-19 Peer Reviewer: Kim 3/11/19

The purpose of this checklist is to be used as a working document by Department staff to aid in the production of the related Initial Review, Proposed Final Order, or Final Order. It is not intended to be a complete record of all factors which were considered to produce the document, nor is it intended to serve any purpose other than that stated above. The related Initial Review, Proposed Final Order, or Final Order is intended to stand alone as the record of factors considered in its production.



Point of Diversion Characteristics

Right:	App: S 88692 *
Name:	STELLMACHER FAMILY PROPERTIES LLC

TRSQQ: 11.00S-04.00W-16-NESW

County: Benton, Linn

Basin: Willamette

WM District: 2, 16

WM Region: NW

Withdrawn Area:

WAB: WILLAMETTE R > COLUMBIA R - AB PERIWINKLE CR AT GAGE 14174
(30200321)

Priority WAB: WILLAMETTE R @ 14174000 (OWRD: Poor, ODFW: Moderate) (14174000)

Rule 4D: Rules apply

Groundwater Restricted

Area:

Scenic Water Way:

Division 33: Lower Columbia, Statewide

Water Quality Limited: Yes



Place of Use Conflict Report

The following rights have acreage in the same quarter-quarter as App: S 88692 *

Right	Name	Decree	App	Permit	Cert	Priority	Status	Use	T-R-S-QQ	DLC	Gov't Lot	Aeres
<u>CLAIM:SW 354 *</u>	CITY OF EUGENE: WATER AND ELECTRIC BOARD					11/3/1898	NC	F4	11.00S-04.00W-16-SESW	<input type="checkbox"/>		
<u>CERT:42061 OR *</u>	ROBERT CLAUSEN	G-3869	G-3842	42061	3/30/1987	NC	IR	11.00S-04.00W-16-NESE	<input type="checkbox"/>	11		7.7000
<u>CERT:37465 OR *</u>	W STELLMACHER	S-40677	S-30301	37465	3/12/1985	NC	IR	11.00S-04.00W-16-SESE	<input type="checkbox"/>	82		13.6000
							IR	11.00S-04.00W-16-SESE	<input type="checkbox"/>	6		11.2000
							IR	11.00S-04.00W-16-SWSE	<input type="checkbox"/>	82		34.7000
							IR	11.00S-04.00W-16-NESE	<input type="checkbox"/>	82		19.2000
							IR	11.00S-04.00W-16-NESE	<input type="checkbox"/>	11		8.6000
							IR	11.00S-04.00W-16-NWSE	<input type="checkbox"/>	82		32.6000
<u>CERT:60069 OR *</u>	WILLIAM STELLMACHER	S-71571	S-63335	60069	5/6/1991	NC	IR	11.00S-04.00W-16-SESE	<input type="checkbox"/>			0.3000
							IR	11.00S-04.00W-16-NESE	<input type="checkbox"/>			0.2000

E-2

Yes No

Standard Application Completeness Checklist

For use with Groundwater and Surface Water Applications Only

Minimum Requirements (OAR 690-310-0040) (ORS 537.400)

For use by WRD staff only

Application 5-88692 County Lincoln Priority Date 1/14/2019

Township 115 Range 4W Section 16

Amount 303.75 ac/ft Use Irrigation/Irrigation Supplemental WM Dist. # 2

Applicant Name STELLMACHER FAMILY PROPERTIES LLC

Receipt No. 128919 Caseworker Assigned: Barbe Kim Lisa Scott

- Applicant/Organization Name and Mailing Address
- Signature of all applicants (include title or authority of representative if applicant is an organization or corporation). *Applicant's agent may NOT sign application.

- Property Ownership: Does the applicant own all the land for the proposed project? Y N
 If No:
 - The affected landowner's name(s) and mailing address(s) must be listed
 - A signed statement declaring the existence of either written authorization or an easement permitting access to land crossed by the proposed ditch canal or other work must be submitted.

- For a SW Application: Source of water must be indicated.
 - If the source is stored water, is the stored water component filled out and does the applicant own the reservoir or include a non-expired agreement for stored water? (ORS 537.400)
NOTE: A surface water application cannot be filed at the same time as a Reservoir or Alt Reservoir if it will be for the use of the stored water under the PROPOSED Reservoir application, Exp. Secondary (E2)(ORS 537.147).
 - If for stored water not under contract, is the source authorized under a permit, certificate, or decree?
 Permit or Certificate issued Y N Permit or Certificate # _____

For a GW Application: Well Development Tables completed and/or a well log report included (if existing)

- Division 33, Public Interest Information (Sensitive, Threatened, Endangered, Fish Species)
- Proposed Water Use
 - Amount of water from each source in GPM, CFS, or AF
 - Period of use indicated
 - If for supplemental irrigation, primary acreage or underlying permit or certificate number listed
(Primary and Supplemental Irrigation counts as 2 uses)

- Water Management Section (Estimates if the water system has not been designed)
- Resource Protection Section
- Project schedule (If system is already completed, indicate "existing.")

Supplemental data sheets enclosed (if needed)

Form M (Municipal or Quasi-Municipal)

Spring Description Sheet (if source is a spring)

A completed **Land-Use Form** or receipt signed and dated by the appropriate planning department officials.
Please be certain that the Land-Use form lists all lands involved and all uses proposed. Date of signature must be within the past 12 months.

A **Legal Description** of all the properties involved where water is diverted, crossed, and used. The Legal description includes a metes and bounds or other government survey description. A copy of the deed, land sales contract or title insurance policy can provide this information, or applicant may submit a lot book report prepared by a title company. Copies of tax bills are not acceptable.

The proposed source **IS / IS NOT** (circle one) restricted or withdrawn from further appropriation.
NOTE: If it is withdrawn under ORS 538, return application and fees.

The **map** must meet all the minimum requirements of OAR 690-310-0050.

Township, Range, Section

Location of main canals, ditches, pipelines or flumes (if POA/POD is outside of POU)

Place of use, ¼-¼'s and tax lot clearly identified

Even map scale not less than 4" = 1 mile (1" = 1320 ft.); examples: 1" = 100 ft., 1" = 200 ft. 1" = 500'

Location of *each* diversion point or well by reference to a recognized public land survey corner.
Multiple wells shall be uniquely labeled, and identified on well logs, if existing.

Reference corner on map

North Directional Symbol

Number of acres per ¼ ¼ if for irrigation, nursery, or agriculture

Fees: Print out from Fee Calculator

Total Fees	\$ 2080.80
Fee Paid	\$ _____
Amount Due	\$ 2080.80

Reviewed by: R. C. King KQR

Date: 1/14/2019

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JUN 05 2019

OWRD

Contract No. 199E102000

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 28 day of May, 2019, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Stelmacher Family Properties LLC**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, The United States has constructed and operates a system of multipurpose reservoirs in the Willamette River Basin, Oregon, herein styled the Willamette River Basin Project, from which there is a flow of stored water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, PN-BFO-CE-2019-032, approved on April 1, 2019.

4. WHEREAS, the Contractor owns or serves land hereinafter described, for which a water supply is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

LANDS FOR WHICH WATER IS DIVERTED

5. The United States shall release each year to the Contractor during the irrigation season, from March 1 to October 31, stored water from the Willamette River Basin Project for the irrigation of land owned or served by the Contractor as described as follows:

- 26 acres, NE ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 28.1 acres, NW ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 37 acres, SW ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 24.7 acres, SE ¼ SE ¼, Section 16, T. 11 S., R. 4 W., W.M.
- 5.7 acres, SE ¼ SW ¼, Section 16, T. 11 S., R. 4 W., W.M.

LIMITATIONS ON RELEASES

6. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 303.75 acre-feet of stored water annually, measured at the point of delivery of said water. The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA). If it is determined through development of the operating plan that irrigation water in the basin, or any part of the basin, needs to be reduced, temporarily or longer, any available water will be prorated equally between the Contractor and existing and future contractors in the impacted area.

PAYMENTS FOR WATER

7. (a) An annual payment of \$2,430.00 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$2,430.00 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 303.75 acre-feet of stored water for irrigation of the lands described above. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$ 8 per acre-foot of stored water; Provided, that such annual payment shall at a minimum be the greater of either the product of \$ 2 multiplied by the number of acres described in Article 5 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the Contracting Officer for the irrigation water marketing program of the Willamette River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

(d) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 18 of this contract.

CONTRACT ADMINISTRATION FEES

8 The Contractor shall incur a fee for all future contract and inspection actions, including but not limited to new contracts, contract amendments, supplements, assignments and inspection of Contractor diversions. Prior to any future action and/or inspection, the fee will be determined by the Contracting Officer and shall be sufficient to cover such costs incurred by the United States and cost of contractors of the United States in the performance of the above activities.

CHARGES FOR DELINQUENT PAYMENTS

9. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue

payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

RELEASE OF WATER

10. (a) Upon payment of the charges specified in Article 7(a) above, the United States will release water from the Willamette River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payments or fish screen requirements are not met.

(b) Water diverted pursuant to this contract shall be measured at the following point(s) of diversion in accordance with Oregon State law:

2,990 feet west and 1,400 feet north of the southeast corner of
Section 16, T. 11 S., R. 4 W., W.M.

The Contractor shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. Water so diverted shall be measured by means of measuring and controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, maintained and/or modified as necessary by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water diversions. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him/her to adjust

releases to meet the new schedules. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster and/or the United States.

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Periodic Review of Water Deliveries with Respect to Contract Terms* (WTR P08), and Reclamation Manual Directives and Standards, *Periodic District Reviews of Water Deliveries with Respect to Contract Terms – Processing for Resolving Unauthorized Use* (WTR 08-01).

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

11. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

SPECIAL CONDITIONS

12. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease when stored water is made available to the lands described in

Article 5 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

(c) In the interests of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years or when requested in writing by either the U.S. Fish and Wildlife Service or the National Marine Fisheries Service (NMFS), this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified or the contract terminated as determined by the Contracting Officer, to avoid or minimize impacts to species and/or critical habitat that are proposed, listed, or designated under the ESA, or to other valuable natural resources. Any termination of or modification to the contract by the Contracting Officer shall be announced by written notice to the Contractor.

(d) At the Contractor's point of diversion, fish screen(s) and/or fish passage structure(s), approved by NMFS or its designee, shall be installed, operated, and maintained in good operating condition by and at the expense of the Contractor, but shall remain at all times available for inspection by the United States and the State of Oregon, whose representatives may at all times have access to them over any lands of the Contractor. Provided; as a condition of the continued release of water, every five to seven years, the Contractor must re-confirm that their diversion(s) are still in conformance with NMFS design guidelines. Provided further; in the event that requirements for fish passage structures and/or fish screening are changed by either the State or Federal fisheries agencies after initial compliant installation by the Contractor, the Contractor shall bring its diversion into compliance with the new requirements within a timeframe established by the Contracting Officer or the applicable State and Federal fisheries agency.

TERM OF CONTRACT

13. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Article 14 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

14. (a) The United States may terminate this contract and water service hereunder shall cease if the Contractor is delinquent in payment of the water service payment for a period of 90 days or upon failure of the Contractor to abide by the terms and conditions of this Contract, or by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

(b) The United States may terminate this contract and water service hereunder shall cease if a decision is reached by a Court of competent jurisdiction requiring termination of water delivery under this contract.

(c) Water service hereunder may cease, in whole or in part, if the contract water source becomes unavailable as required by, or due to the application of, federal law, including but not limited to, the Endangered Species Act.

HOLD HARMLESS AND INDEMNIFICATION

15. To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the United States and Reclamation, and their officers, employees, and agents, from and

against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any character (hereinafter collectively referred to as "claims") that result from, arise out of, or relate to the quality or quantity of water released pursuant to this contract, including but not limited to claims by patrons or others in privity with the Contractor related to the settlement or adverse results of litigation brought against the United States or Reclamation by third parties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

TITLE TO PROJECT WORKS

16. Title to all of the Willamette River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

DISCLAIMER

17. No provision of this contract, nor the release of water hereunder, shall confer on the Contractor a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette River Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. The United States assumes no responsibility or liability for any taking of endangered or threatened species at the Contractor's point(s) of diversion arising from the Contractor's diversion and use of water released under this contract.

Further, the United States shall not be liable for any acts or omissions of the Contractor or its agents or of persons for whom water is released.

NOTICES

18. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States,

when mailed, postage prepaid, or delivered to Stellmacher Family Properties LLC, 30416 Stellmacher Dr. SW, Albany, OR 97321. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

GENERAL PROVISIONS

19. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT
- b. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- c. OFFICIALS NOT TO BENEFIT
- d. CHANGES IN CONTRACTORS ORGANIZATION
- e. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- f. BOOKS, RECORDS, AND REPORTS
- g. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- h. PROTECTION OF WATER AND AIR QUALITY
- i. WATER CONSERVATION
- j. EQUAL EMPLOYMENT OPPORTUNITY
- k. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- l. PRIVACY ACT COMPLIANCE
- m. MEDIUM FOR TRANSMITTING PAYMENTS
- n. CONTRACT DRAFTING CONSIDERATIONS



IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

STELLMACHER FAMILY PROPERTIES,
LLC

By: [Handwritten Signature] member
Secretary
Signature and Title

STATE OF OREGON)
: ss
County of Linn)

On this 15th day of May, 2019, before me, a notary public, personally appeared known to me to be the official(s) of the STELLMACHER FAMILY PROPERTIES, LLC, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said STELLMACHER FAMILY PROPERTIES, LLC, for the uses and purposes therein mentioned, and on oath stated that he/she/they (circle one) is/are authorized to execute said instrument on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Nikole M Madriaga
Notary Public in and for the
State of Oregon
Residing at: Albany, OR
My commission expires: 7/23/22

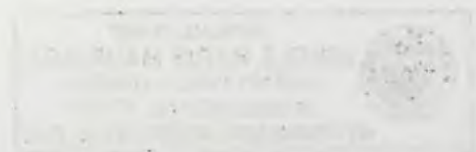
THE UNIVERSITY OF CHICAGO LIBRARY

1950

UNIVERSITY OF CHICAGO

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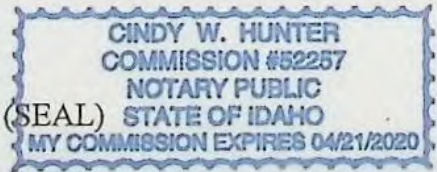
UNITED STATES OF AMERICA

By: E. Gail McGarry
Program Manager
Reclamation Law Administration
Pacific Northwest Region
Bureau of Reclamation
1150 N. Curtis Road
Boise, ID 83706-1234

STATE OF IDAHO)
 : ss
County of Ada)

On this 28 day of May, 2019, personally appeared before me E. Gail McGarry, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



Cindy W. Hunter
Notary Public in and for the
State of IDAHO
Residing at: Boise
My commission expires: 4/21/2020

GENERAL PROVISIONS --- WILLIAMETTE BASIN PROJECT

GENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

(a). (1) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Rogue River Basin project facilities during any period that the Contractor is in arrears in the advance payment of the greater of \$8 per acre-foot or \$50 due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water use as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(b). The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(c). No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

(d). The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(e). The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

(f). The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

PROTECTION OF WATER AND AIR QUALITY

(g). (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

WATER CONSERVATION

(h). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.i (Water Conservation Rules and Regulations).

EQUAL EMPLOYMENT OPPORTUNITY

(i). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision

shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order NO. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(j). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),]2 and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes prohibit any person in the United States from being excluded from participation in, be denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color,

national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(k). (1) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR § 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 CFR §§ 2.61 and 2.64 and amendment requests pursuant to 43 CFR § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR § 2.64 and each request for amendment of records filed under 43 CFR § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

MEDIUM FOR TRANSMITTING PAYMENTS

(1). (1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(2) Upon execution of the contract, the Contractor shall furnish the Contracting Officer

with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

(m). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 18 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

CHANGES IN CONTRACTOR'S ORGANIZATION

(n). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

**OREGON WATER RESOURCES DEPARTMENT
WATER RIGHT SERVICES DIVISION**

Water Right Application S-88692 in the)
name of STELLMACHER FAMILY)
PROPERTIES LLC)

FINAL ORDER
APPROVING THE USE OF
STORED WATER

Authority

Oregon Revised Statute (ORS) 537.147 establishes the process by which an application to use stored water exclusively may be submitted. Oregon Administrative Rule (OAR) Chapter 690, Divisions 310 and 340 implement the statute, and provide the Department's procedures and criteria for evaluating applications to use stored water exclusively.

FINDINGS OF FACT

1. On January 14, 2019, Stellmacher Family Properties LLC submitted an application for a water-use permit pursuant to ORS 537.147.

Volume	303.75 ACRE-FEET (AF)
Use	PRIMARY IRRIGATION OF 12.2 ACRES AND SUPPLEMENTAL IRRIGATION OF 109.3 ACRES
Source	WILLAMETTE BASIN PROJECT RESERVOIRS CONSTRUCTED UNDER R-1628 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER
County	LINN COUNTY
Place of Use	SECTION 16, TOWNSHIP 11 SOUTH, RANGE 4 WEST, W.M.

2. The required examination fees were paid and minimum application requirements were met.
3. The Department has determined that the proposed use is an authorized use under the water right permit, certificate, or decree that allows the storage of water.
4. The Department provided public notice of the application in the Department's weekly public notice on January 22, 2019. A 30-day comment period followed.
5. The Department has not received public comments related to the possible issuance of the attached permit. Therefore, the Department has determined that no public interest issues as identified in ORS 537.170(8) have been raised.

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 536.075 and ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to OAR 137-004-0080, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

CONCLUSIONS OF LAW

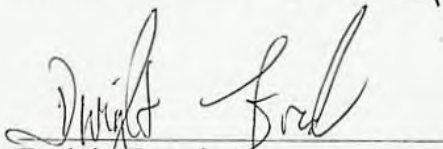
1. Application S-88692 is consistent with the requirements of ORS 537.147, and OAR Chapter 690.

ORDER

Application S-88692 is approved, **Upon submission of a valid, executed contract with the Bureau of Reclamation authorizing the diversion of stored water from the Willamette Basin Project Reservoirs, a permit shall be issued authorizing the proposed water use.** Failure to meet this requirement within 60 days from the date of this Final Order may result in the proposed rejection of the application.

If you need to request additional time, your written request should be received in the Salem office of the Department within 60 days of this Final Order. The Department will evaluate the request and determine whether or not the request may be approved.

Dated at Salem, Oregon on April 11th, 2019



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

If you have questions about statements contained in this document, please contact Lisa Graham at Elisabeth.A.Graham@oregon.gov or 503-986-0808.

If you have other questions about the Department or any of its programs please contact our Water Resources Customer Service Group at 503-986-0900.

STATE OF OREGON

COUNTY OF LINN

DRAFT PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS DRAFT PERMIT IS HEREBY ISSUED TO:

STELLMACHER FAMILY PROPERTIES LLC
 30416 STELLMACHER DR SW
 ALBANY OR 97321

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-88692

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS CONSTRUCTED UNDER PERMITS R-1628 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER

PURPOSE OR USE: PRIMARY IRRIGATION OF 12.2 ACRES AND SUPPLEMENTAL IRRIGATION OF 109.3 ACRES

MAXIMUM VOLUME: 303.75 ACRE-FEET (OR AS FURTHER LIMITED BY CONTRACT)

DATE OF PRIORITY: JANUARY 14, 2019

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
11 S	4 W	WM	16	NE SW	1400 FEET NORTH AND 2990 FEET WEST FROM SE CORNER, SECTION 16

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 a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

Authorized Place of Use:

PRIMARY IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	SE SW	5.7
11 S	4 W	WM	16	NW SE	3.6
11 S	4 W	WM	16	SW SE	2.2
11 S	4 W	WM	16	SE SE	0.7

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
11 S	4 W	WM	16	NE SE	26.0
11 S	4 W	WM	16	NW SE	24.5
11 S	4 W	WM	16	SW SE	34.8
11 S	4 W	WM	16	SE SE	24.0

1. **Measurement Devices and Recording/Reporting of Annual Water Use Conditions:**

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of diversion. The permittee shall maintain the device in good working order.
 - B. The permittee shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
 - C. The permittee shall keep a complete record of the volume of water diverted each month, and shall submit a report which includes water-use measurements to the Department annually, or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
 - D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.
2. The water user shall install, maintain, and operate fish screening and fish passage devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion, while passage devices provide adequate upstream and downstream passage for fish. The required screen and passage devices are to be in place and functional, and approved in writing by ODFW prior to diversion of water. The water user may submit evidence in writing that ODFW has determined screens and/or passage devices are not necessary.
3. The use of water under this right is subject to the terms and conditions of contract No. XXXX, or a satisfactory replacement, between the Bureau of Reclamation and the permittee, a copy of which must be on file in the records of the Water Resources Department.

STANDARD CONDITIONS

- 1. Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.
- 2. Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.
- 3. This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.
- 4. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.
- 5. The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

6. Construction of the water system shall begin within five years of the date of permit issuance. The deadline to begin construction may not be extended. This permit is subject to cancellation proceedings if the begin construction deadline is missed.
7. Complete application of the water shall be made within five years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.
8. Within one year after making complete application of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued _____ 2019

DRAFT – NOT A PERMIT

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

Mailing List for FO

Scheduled Mailing Date:

Application: S-88692

Permit: DRAFT

Original mailed to applicant:

STELLMACHER FAMILY PROPERTIES LLC
30416 STELLMACHER DR SW
ALBANY OR 97321

Sent via auto email:

1. WRD - Watermaster District 2, Lanaya Blakely
2. Agent – William E McGill, CWRE; willmcgill.surveying@gmail.com

Copies of FO and map sent to:

1. File S-88692
2. WRD – Surface Water Section
3. a.l.o. – Greenbelt Land Trust Inc.; PO Box 1721; Corvallis OR 97339

Application Specialist: Lisa Graham

Copies Mailed	
by:	<u>TM</u>
	(STAFF)
on:	<u>4/12/2019</u>
	(DATE)

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- YES, there are no encumbrances.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access.
- NO, I do not currently have written authorization or easement permitting access.
- NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

RECEIVED

JAN 14 2019

OWRD

Affected Landowners:List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

Greenbelt Land Trust Inc., P.O. Box 1721, Corvallis, OR 97339

Legal Description:You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: Willamette River (BOR Stored Water)	Tributary to: Columbia River
TRSQQ of POD: 11S 4W 16 NESW	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in Section 3A above?

- Yes.
- No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

For Department Use: App. Number: 5-98692

If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in Attachment 3 or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:
https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0801.

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Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD located in an area where the Upper Columbia Rules apply?

Yes No

If yes, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.

For Department Use: App. Number: S-88692

- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:
Keep equipment in good operating condition to minimize waste and install water use measuring device.

Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

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For Department Use: App. Number: 5-88672

SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Willamette River (BOR Stored Water)	Irrigation/Supplemental Irrigation	Mar. 1 - Oct. 31	1.52 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 12.2 Acres Supplemental: 109.3 Acres

If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s):

Cert. 37455

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 303.75 AF

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction: _____

SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 10 HP, low-pressure electric centrifugal/ 2 - 30 HP, high-pressure electric, centrifugal

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Low-pressure pump will draw water with 8" suction line, 6" pipe to 30 HP high-pressure pumps conveying water through 6" buried mainline to farm.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Hose reel traveler

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

The water requested is needed for crop irrigation. A high efficiency system will be installed equipped with a water use measuring device.

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SECTION 7: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

- Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.

Describe planned actions: New fish screening will be sized to the system and installed.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.

Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.

Describe planned actions and additional permits required for project implementation: Minimal to no clearing will be required at proposed location for POD.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.

Describe planned actions and additional permits required for project implementation: Operation of pump equipment will only happen as needed during irrigation season.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.

Describe planned actions: Care will be taken to keep equipment in good operating condition to prevent run-off.

- List other federal and state permits or contracts to be obtained, if a water right permit is granted.

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: upon permit issuance
- b) Date construction will be completed: request standard 5 year completion time
- c) Date beneficial water use will begin: 2019 irrigation season

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SECTION 9: WITHIN A DISTRICT

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- Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application. (Attach additional sheets if necessary).

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt.
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- Fees - Amount enclosed: \$ 2,080.80
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and taxlot identified clearly.
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

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Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050. The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$260. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$410.00 for the applicant and \$810.00 for non-applicants. Protests are filed on approximately 10 percent of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate

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Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

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Land Use Information Form

Page 1 of 3

S-88692

Land Use Information Form



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

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Applicant

NAME STELLMACHER FAMILY PROPERTIES LLC			PHONE (HM)		OWRD
PHONE (WK) 541-926-3834		CELL		FAX	
ADDRESS 30416 STELLMACHER DR. SW					
CITY ALBANY		STATE OR	ZIP 97321	E-MAIL* BILLBARBSTELLMACHER@GMAIL.COM	

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
11S	4W	16	NESW	503	Conservation Easement	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Conservation
11S	4W	16	NWSE	503	Conservation Easement	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Conservation
11S	4W	16	NWSE	500	Farm Use	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
11S	4W	16	NESE	500	Farm Use	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
11S	4W	16	SESE	500	Farm Use	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
11S	4W	16	SWSE	500	Farm Use	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
11S	4W	16	SESW	500	Farm Use	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming

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

Linn County

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Groundwater Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond Groundwater Surface Water (name) Willamette River (BOR Stored Water)

Estimated quantity of water needed: 303.75 cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for _____ household(s)
 Municipal Quasi-Municipal Instream Other _____

Briefly describe:

It is proposed to use water diverted from POD 1 on the Willamette River to convey BOR stored water for primary irrigation on 12.2 acres and supplemental on 109.3 acres of crops in tax lot 500.

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

5-88682

For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): LCC 928.310(B)(12)
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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WRD

Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval: JAN 14 2019	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

Irrigation in the EFU zoning district is an outright use

NAME <u>Alyssa Schwenne</u>	TITLE: <u>Assistant Planner</u>
SIGNATURE <u>Alyssa Schwenne</u>	PHONE: <u>541-967-3816</u>
GOVERNMENT ENTITY <u>Linn County Planning and Building</u>	DATE: <u>1/11/19</u>

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

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

S-88692

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Business Registry Business Name Search

OWRD

01-10-2019 10:15

New Search

Business Entity Data

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
734938-85	DLLC	ACT	OREGON	02-08-2000	02-08-2020	
Entity Name STELLMACHER FAMILY PROPERTIES LLC						
Foreign Name						

New Search

Associated Names

Type	PRINCIPAL PLACE OF BUSINESS					
Addr 1	30416 STELLMACHER DR SW					
Addr 2						
CSZ	ALBANY	OR	97321	Country	UNITED STATES OF AMERICA	

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	07-24-2015	Resign Date
Of Record	200067-14	EVASHEVSKI ELLIOTT PC			
Addr 1	100 CALAPOOIA ST SW				
Addr 2					
CSZ	ALBANY	OR	97321	Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS
Addr 1	PO BOX 983	
Addr 2		
CSZ	ALBANY	OR 97321 Country UNITED STATES OF AMERICA

Type	MGR	MANAGER	Resign Date
Name	WILLIAM	STELLMACHER	
Addr 1	30416 STELLMACHER DR SW		
Addr 2			
CSZ	ALBANY	OR 97321	Country UNITED STATES OF AMERICA

Type	MGR	MANAGER	Resign Date
Name	BARBARA	STELLMACHER	
Addr 1	30416 STELLMACHER DR SW		
Addr 2			
CSZ	ALBANY	OR 97321	Country UNITED STATES OF AMERICA

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
STELLMACHER FAMILY PROPERTIES LLC	EN	CUR	02-08-2000	

Please read before ordering Copies.

New Search

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	01-03-2019		FI		
	ANNUAL REPORT PAYMENT	01-11-2018		SYS		
	ANNUAL REPORT PAYMENT	01-17-2017		SYS		
	ANNUAL REPORT PAYMENT	01-26-2016		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	07-24-2015		FI	Agent	
	ANNUAL REPORT PAYMENT	01-07-2015		SYS		
	ANNUAL REPORT PAYMENT	01-07-2014		SYS		
	ANNUAL REPORT PAYMENT	01-04-2013		SYS		
	REINSTATEMENT AMENDED	07-02-2012		FI		
	ADMINISTRATIVE DISSOLUTION	04-08-2011		SYS		
	ANNUAL REPORT PAYMENT	01-14-2010		SYS		
	ANNUAL REPORT PAYMENT	01-08-2009		SYS		
	ANNUAL REPORT PAYMENT	01-15-2008		SYS		
	ANNUAL REPORT PAYMENT	02-13-2007		SYS		
	ANNUAL REPORT PAYMENT	01-27-2006		SYS		
	ANNUAL REPORT PAYMENT	01-12-2005		SYS		

S-88692

CONTRACT DATA SHEET



U.S. Bureau of Reclamation
Attn: PN-3324
1150 North Curtis Road
Boise, ID 83706-1234
208-378-5344

RECLAMATION

Managing Water in the West

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OWRD

I. Applicant Information:

A. Landowners

- 1) Name of landowner(s): Stellmacher Family Properties LLC
- 2) Address: 30416 Stellmacher Dr. SW, Albany, OR 97321
- 3) Mailing Address (if different): _____
- 4) Taxpayer Identification Number(s): 93-1299160
(Social Security Number or Employer Identification Number)¹
- 5) Do you own all of the land where you propose to divert and make use of water? Yes (Easement for POD)

B. Water User Organizations (Such as Irrigation Districts, Ditch/Canal Companies, Water Control Districts, Water User Associations & Cooperatives, Irrigation Improvement Districts, and similar entities organized according to State Law)

- 1) Name of Organization: _____
- 2) Name & Title of Applicant: _____
- 3) Mailing Address of Organization: _____
- 4) Taxpayer Identification Number: _____
(Social Security Number or Employer Identification Number)
- 5) Please provide the following information:
 - (a) A description of the area served by the organization (location, total acreage, # of water users, prominent crops, etc.)
 - (b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States.

2. Source of Water (name of stream, river): Willamette River

3. Proposed point of diversion: 2990 feet West and 1400 feet North
of SE corner of Section 16, Township 11S, Range 4W,
Willamette Meridian.

4. A water right permit to divert storage water is required. Application or file number with OWRD if you have applied for a permit to divert storage water: S-88692.

5. Include a map of lands and diversion points. [Same as required by Oregon Water Resources Department (OWRD) for application for surface/ground water permit].

S-88692

6. Do you currently hold a right to natural flows for irrigating the property described herein? Yes (Willamette Slough)
If yes, what is/are the priority date(s)? 3/12/1965

7. Total quantity of water from storage requested: 303.75 acre-feet.

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8. Location of land to be irrigated in each 40-acre tract:

JAN 14 2019

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP
11S	4W	16	NESE	26.0	hazelnuts
11S	4W	16	NWSE	28.1	hazelnuts
11S	4W	16	SWSE	37.0	hazelnuts
11S	4W	16	SESE	24.7	hazelnuts
11S	4W	16	SESW	5.7	hazelnuts

OWRD

9. What is the present use of the land identified above? [*farming; idle* (fallow cultivated land); *native* (appears never to have been tilled); *planted pasture or other* (please specify)].

Farming

10. Is the land identified above currently being irrigated? Partial If yes, what is the source? (*natural flows, wells, etc.*) Natural flows - Willamette Slough

11. Diversion must be screened to prevent uptake of fish and other aquatic life. Describe plan(s) to comply with State/Federal fish screen standards: New fish screening will be purchased that will be sized to the pumping equipment and will be pre-approved by the Oregon Department of Fish and Wildlife.

12. Telephone number where you can be reached during the day: 503-510-3026 Will McGill, CWRE
541-926-3834 Stellmacher

Before returning the completed Contract Data Sheet to the address provided on page 1, please check that you have done the following:

- ANSWERED ALL QUESTIONS COMPLETELY
- ATTACHED AND IDENTIFIED ADDITIONAL SHEET(S) AS NECESSARY
- ATTACHED THE REQUIRED MAP
- SUBMIT PAYMENT FOR THE APPROPRIATE CONTRACT ADMINISTRATION FEE ², MAKE CHECK PAYABLE TO THE U.S. BUREAU OF RECLAMATION

¹ Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number (social security number or employer identification number) and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

² The minimum contract administration fee for most applications is \$100. However, from time to time this fee may be revised to cover the costs of the United States. We recommend you contact this office to verify the current minimum contract administration fee. In the event that the costs to the United States of evaluating the application are in excess of the minimum contract administration fee, an estimate of the reimbursable costs for which advance payment is required will be provided to the applicant.

STATUTORY BARGAIN AND SALE DEED

Grantor's Name and Address:

William J. Stellmacher
Barbara S. Stellmacher
30416 Stellmacher Drive S.W.
Albany, OR 97321

Grantee's Name and Address:

Stellmacher Family Properties
LLC, an Oregon limited
liability company
30416 Stellmacher Drive S.W.
Albany, OR 97321

After recording return to:

James H. Jordan
Attorney at Law
P. O. Box 983
Albany, OR 97321

The true and actual
consideration for this
conveyance is \$NONE.

Until a change is requested
all tax statements shall be
sent to:

Stellmacher Family Properties
LLC, an Oregon limited
liability company
30416 Stellmacher Drive S.W.
Albany, OR 97321

Tax Account Information:

Account No. 0148458, Parcel 11S04W14B 00100 (57.42 acres)
Account No. 0149118, Parcel 11S04W16 00500 (189.84 acres)

Conveyance

William J. Stellmacher and Barbara S. Stellmacher, Grantor,
conveys to Stellmacher Family Properties LLC, an Oregon limited
liability company, Grantee, the following described real property
located in Linn County, Oregon:

57.42 Acres:

Beginning at a point on the west line of and North 0°33'30"
East 1064.38 feet from the Southwest corner of the George Cline
DLC No. 84 in Township 11 South, Range 4 West, Willamette

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Meridian, Linn County, Oregon; thence along said West line, North 0°33'30" East 1424.33 feet to the Northeast corner of that tract of land described in Linn County Deed Records Volume 324, page 254; thence along the North line and North line extended of the South one half of the John Layton DLC No. 57, South 89°34'15" West 1794.02 feet to a 1/2 inch iron rod; thence South 0°33'30" West 1396.35 feet to a 1/2 inch iron rod; thence South 89°32'08" East 1793.76 feet to the point of beginning.

EXCEPT that portion within the boundaries of the County road known as Bryant Drive.

189.84 Acres:

Parcel I: Beginning at a 3/4 inch bolt North 89°55' West 1963.15 feet from a 3/4 inch bolt on the East line of and South 0°21' East 11 chains from the Northeast corner of the JOHN MOORE D.L.C. No. 59 in Township 11 South, Range 4 West of the Willamette Meridian in Linn County, Oregon, said beginning point being 11 chains South of the South line of the West projection of the DAVIS LAYTON D.L.C. No. 58 in said Township and Range; and running thence South 0°21' East parallel with the East line of D.L.C. No. 59 a distance of 1914 feet to a 3/4 inch iron rod on the South line of and West 14.65 feet from the Southeast corner of Section 16 in said Township and Range; thence West along the South line of Section 16 a distance of 969.41 feet to a 1-1/2 inch pipe at the Southwest corner of that certain 150 acre tract conveyed to W.C. Stellmacher by deed recorded on page 376 of Volume 52 of Linn County Deed Records; thence North 28.75 chains, more or less, to the Northwest corner of said W.C. Stellmacher tract, said point being 11 chains South of the North line of the Henry J.C. Averill D.L.C. No. 82; thence East 984.41 feet to the place of beginning and containing 42.92 acres.

Parcel II: Beginning at a point which is East 75 links and South 14° East 11.35 chains and West 8.21 chains and South 63 links distant from the Northeast corner of H.J.C. AVERILL'S D.L.C., Notification No. 1811, Claim No. 82, in Township 11 South, Range 4 West of the Willamette Meridian, in Linn County, Oregon, running from thence South 28.67 chains; thence South 65° West 11 chains; thence South 78° West 4.21 chains; thence North 28.20 chains; thence East 7.54 chains; thence North 5.18 chains; thence North 83° East 6.57 chains, to the place of beginning, containing 40 acres, more or less. Also the right to travel over the following described property: Beginning at a point which is West 2.24 chains distant from the Northeast corner of the H.J.C. AVERILL'S D.L.C. Claim No. 82, Township 11 South, Range 4 West of the Willamette Meridian, running thence South South 3° West 4.86 chains; thence South 42-1/2° West 9.90 chains; thence South 83° West 39 links; thence North 42-1/2° East 10.30 chains; thence North 3° East 4.47 chains to a point South 3° West 30 links and

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West 25 links from place of beginning.

Parcel III: Beginning at a point which is 75 links East of the Northeast corner of the H.J.C. AVERILL D.L.C., Not. No. 1811, Claim No. 82, Township 11 South, Range 4 West of the Willamette Meridian, Oregon; and running thence South 14° East 11.35 chains; thence West 8.21 chains; thence South 29.30 chains; thence South 65° West 11 chains; thence South 78° West 5 chains; thence South $70^{\circ}45'$ West 5 chains; thence North 84° West 6 chains; thence South 87° West 4.56 chains; thence North 30° West 1.75 chains to the bank of a creek or outlet of a lake; thence North 30° West down the channel of said creek to the West boundary line of said D.L.C., 4 chains, more or less; thence in a Northerly direction along the West boundary line of said D.L.C. in the Northwest corner thereof; and thence East 35.35 chains to the place of beginning, all in Linn County, Oregon, EXCEPTING therefrom that part of the foregoing description described in the deed of record page 80 record of deeds, Volume 99 of said County.

Parcel IV: Beginning at a point in the outlet of Horseshoe Lake from which an ash 12" bears North 34° East 36 links, said point being North 17.564 chains and East 25.977 chains from the most westerly Northwest corner of the HENRY J.C. AVERILL D.L.C. No. 82 in Township 11 South, Range 4 West, of the Willamette Meridian in Linn County, Oregon; and running thence North 47° West 13.25 chains to the Southeasterly bank of the Willamette River; thence along said bank as follows: North $87^{\circ}30'$ East 4.0 chains, North 74° East 5.0 chains, North 63° East 2.75 chains and North 51° East 2.48 chains to the Westerly line of the aforementioned D.L.C. No. 82; thence along said Westerly line of D.L.C. No. 82 as follows: South 1° West 2.39 chains, South $17^{\circ}30'$ West 9.0 chains and South 7° West 3.37 chains to the center line of the outlet of Horseshoe Lake; thence North $19^{\circ}30'$ West along the center of said outlet 98 links to the place of beginning and containing 7.3 acres, more or less.

Parcel V: Beginning at the Northwest corner of the Henry J.C. Averill D.L.C. 82 in Section 16, T. 11 S., R. 4 W. of the Will. Mer., Linn County, Oregon; and running thence N. $89^{\circ}49'$ E., along the North line of said D.L.C. 82, a distance of 2060 feet; thence S. $0^{\circ}11'$ E. 60.0 feet; thence S. $89^{\circ}49'$ W., parallel to the North line of said D.L.C. 82, a distance of 1210 feet; thence S. $0^{\circ}11'$ E. 315.0 feet; thence S. $89^{\circ}49'$ W. 500 feet, more or less, to the Easterly bank of the Willamette River; thence Northwesterly, along said bank, to a point which bears S. $89^{\circ}49'$ W. of the point of beginning; thence N. $89^{\circ}49'$ E. to the point of beginning, and containing 9.26 acres, more or less, of which 0.03 acre lies within the existing county road, leaving 9.23 acres, more or less, subject to the rights of the public in the use of said existing county road.

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STATE OF OREGON
County of Linn

I hereby certify that the attached
was received and duly recorded
by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By SW, Deputy

M
570
71
0

MF 1116
PAGE 566

8:30 O'clock a.m. 41
JUL 14 2000

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RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

LINN COUNTY, OREGON

2012-14373

E-AE

Cnt=2 Str=1 COUNTER

09/20/2012 03:16:35 PM

\$55.00 \$5.00 \$15.00 \$19.00 \$10.00

\$104.00



00187477201200143730110117

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

Steve Druckenmiller - County Clerk



After recording return to: ORS 205.234(1)(c)

Greenbelt Land Trust, Inc.

P.O. Box 1721

Corvallis, OR 97339

1. Title(s) of the transaction(s) ORS 205.234(1)(a)

Deed of Reciprocal Access Easements and Maintenance Agreement

2. Direct party(ies) / grantor(s) Name(s) & Address(es) ORS 205.234(1)(b)

Stellmacher Family Properties, LLC

3. Indirect party(ies) / grantee(s) Name(s) & Address(es) ORS 205.234(1)(b)

Greenbelt Land Trust, Inc., an Oregon non-profit corporation

4. True and actual consideration: ORS 205.234(1)(e)

ORS 205.234(1) Amount in dollars or other

\$.00

Other:

5. Send tax statements to: ORS 205.234(1)(e)

No changes

6. Satisfaction of lien, order, or warrant: ORS 205.234(1)(f)

ORS 205.234(1)(f)

FULL

PARTIAL

7. The amount of the monetary obligation imposed

by the lien, order, or warrant: ORS 205.234(1)(f)

\$

8. Previously recorded document reference: 2012-12710

9. If this instrument is being re-recorded complete the following statement: ORS 205.244(2)

"Rerecorded at the request of Greenbelt Land Trust, Inc.

to correct Conservation Easement recording number on page 2

previously recorded in book _____ and page _____, or as fee number _____."

First American Title

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*Until a change is requested,
send tax statements to:*

No Changes

After recording return to:

GREENBELT LAND TRUST, Inc.
P.O. BOX 1721
CORVALLIS, OREGON 97339

With copies to:

Oregon Watershed Enhancement Board
Attn: Policy and Oregon Plan Section
775 Summer Street NE, Suite 360
Salem, OR 97301-1290

Bonneville Power Administration
Real Property Services, TERR
Re: ~~WILWF-WL-2~~ WILWF-WL-2 *[Signature]*
P.O. Box 3621
Portland, OR 97208-3621

LINN COUNTY, OREGON 2012-12710
E-REC
Cnt=2 Stn=1 COUNTER 08/21/2012 12:09:43 PM
\$50.00 \$5.00 \$11.00 \$15.00 \$19.00 \$110.00



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

Steve Druckenmiller - County Clerk



DEED OF RECIPROCAL ACCESS EASEMENTS AND MAINTENANCE AGREEMENT

This Deed of Reciprocal Access Easement and Maintenance Agreement is made this 17 day of August, 2012 (the "Effective Date") by and between Stellmacher Family Properties, LLC ("Stellmacher") and Greenbelt Land Trust, Inc., an Oregon non-profit corporation ("Greenbelt"), collectively referred to as "the Parties" herein.

WHEREAS, in accordance with that certain Option Purchase Agreement between the Parties dated June 19, 2012, Stellmacher agreed to cooperate with Greenbelt in the partitioning of certain property of Stellmacher for the purpose of achieving certain conservation objectives on a portion of the Stellmacher property. The Stellmacher property is depicted with more particularity in Exhibits A and B, the partition plat dated AUGUST 20, 2012 and filed as Partition Plat No. 2012-32 ("the Plat"), with Parcel 1 being sold to Greenbelt under the Option Purchase Agreement and Parcel 2 being retained by Stellmacher;

WHEREAS, as depicted on the Plat, it is intended that Greenbelt will access Parcel 1 by a road easement twenty (20) feet in width through Parcel 2, as well as a road easement twenty (20) feet in width along the western and southern boundaries of Parcel 2, with both easements collectively

referred to as "the Access Easements" herein;

WHEREAS, it is intended that Parcel 2 will be benefited by irrigation-related easements across Parcel 1 ("the Irrigation Easements"), with the Irrigation Easements depicted on the Plat as the "Waterline, Power and Access easement" and "20.00' Wide Access Easement";

WHEREAS, in partial consideration for Stellmacher agreeing to sell Parcel 1 to Greenbelt, Greenbelt agreed to certain terms and conditions of use and maintenance of the Access Easements;

WHEREAS, as a condition of funding to be received from the State of Oregon, acting through the Oregon Watershed Enhancement Board (hereinafter "OWEB") and the United States, acting through the Bonneville Power Administration ("BPA"), Greenbelt has granted a conservation easement to OWEB and BPA (the "OWEB-BPA Conservation Easement"), encumbering the Parcel 1 in accordance with the terms and conditions of the OWEB-BPA Conservation Easement, which is dated AUGUST 13, 2012 and recorded as Document Number 2912-12711 in the Deed Records of Linn County.

2012-12711

NOW THEREFORE, the Parties Agree as Follows:

1. **Access Easements.** Stellmacher, as the record owner of Parcel 2, for adequate consideration, the receipt of which is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Greenbelt as set out and expressed below, does hereby grant, convey, warrant, remise and relinquish to Greenbelt, the owner of Parcel 1, its successors and assignees, appurtenant perpetual non-exclusive easements (the Access Easements) over the property more particularly described as follows:

Access Drive: That certain strip of property 20.00' in width generally running north and south the centerline of which is partially depicted on Detail "B" of the Plat and labeled "CENTERLINE OF 20' WIDE ACCESS EASEMENT PER THIS PLAT," and which continues to the south and as fully depicted on Page 1 of the Plat.

Perimeter Access: That certain strip of property 20.00' in width running along the southern and western boundary of Parcel 2 as depicted on Page 1 of the Plat and following the course, bearing and distance references as L-1 to L-32, as stated on Page 1 of said Plat.

The purpose of the Access Easements is to provide the limited access rights necessary for Greenbelt to achieve the conservation purposes intended by Greenbelt's purchase of Parcel 1, with said purposes limited to conservation management, education, restoration and monitoring of Parcel 1.

2. **Irrigation Easements.** Greenbelt, as the record owner of Parcel 1, for adequate consideration, the receipt of which is hereby acknowledged, and the further consideration of

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the performance of the covenants and agreements by Stellmacher, as set out and expressed below, does hereby grant, convey, warrant, remise and relinquish to Stellmacher, the owner of Parcel 2, and its successors and assignees, appurtenant perpetual non-exclusive easements (the Irrigation Easements), over the property more particularly described as follows:

Waterline and Power Area: That certain area of property depicted on Detail "A" of the Plat and labeled "EASEMENT AREA WATERLINE, POWER AND ACCESS PER THIS PLAT".

Access Strip: That certain strip of property 20.00' in width, the centerline of which is depicted on Detail "A" of the Plat and labeled "CENTERLINE OF 20' WIDE ACCESS EASEMENT PER THIS PLAT".

The purpose of the Irrigation Easements is to allow the installation, maintenance, and operation of an irrigation system benefiting Parcel 2, including a waterline, all reasonably necessary pumping equipment and power related thereto, and for access to said line and equipment.

3. **Public Access.** General public use of the Access Easements and Irrigation Easements is not intended.
4. **Vehicular Access and Speed limit.** Access rights granted by Stellmacher and Greenbelt include vehicular access rights, subject to the use and maintenance conditions of this Agreement. Motor vehicles shall not exceed 10 miles per hour while using the Access Easements and Irrigation Easements.
5. **Maintenance.** Upon reasonable notice to the other, Stellmacher and Greenbelt agree that each shall repair any damage that each causes to the Access Easements over Parcel 1. Maintenance of the Access Easement areas, other than to repair damage attributable to a particular party, shall be shared based upon the proportionate use of the Parties as provided for in ORS 105.175 or its successor provisions.

Notwithstanding anything to the contrary herein, Stellmacher, its successors and assigns will remain responsible for all obligations, including maintenance and repair, associated with the Irrigation Easements.

6. **OWEB-BPA Conservation Easement.** All Greenbelt and Stellmacher activities under this Agreement, including maintenance and repair, will strictly comply with the terms and conditions of the OWEB-BPA Conservation Easement.
7. **OWEB and BPA Rights of Access.** Notwithstanding anything to the contrary herein, the State of Oregon, acting by and through OWEB and the United States of America acting by and through BPA, and their successors and assigns, are hereby assigned the right to use the Access Easements as reasonably necessary to administer and enforce agreements between

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Greenbelt, OWEB and/or BPA related to Parcel 1, with said use to be subject to use restrictions, but not maintenance obligations, provided for herein.

8. **Successors and Assigns.** This instrument, and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, assigns, lessees and invitees of the Parties.
9. **Recording.** This Agreement will be recorded by Greenbelt in the Deed Records of Linn County, Oregon.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed on the dated indicated below.

Stellmacher Family Properties LLC, an Oregon limited liability company

William J. Stellmacher Date 8/17/12
By: William J. Stellmacher, managing member

The William and Barbara Stellmacher Revocable Living Trust, Dated March 15, 1993, as member

William J. Stellmacher Date 8/17/12
By: William J. Stellmacher
Its: trustee

Barbara S. Stellmacher Date 8/17/12
By: Barbara S. Stellmacher
Its: trustee

Greenbelt Land Trust, Inc., an Oregon non-profit corporation

Wyle E. Hutchens Date 17 AUG 12
By: WYLE E HUTCHENS
Its: TREASURER

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Accepted by the Oregon Watershed Enhancement Board:

By: _____ Date _____

Thomas M. Byler

Its: Executive Director

Accepted by the United States of America:

By: Margaret H. Wolcott Date 8-15-2012

Margareth H. Wolcott

Its: Manager, Real Property Services, Bonneville Power Administration

STATE OF OREGON)
) SS
COUNTY OF _____)

Personally appeared before me this _____ day of _____, 2012 above named William J. Stellmacher as managing member of Stellmacher Family Properties LLC, on behalf of the limited liability company and William J. Stellmacher, as trustee of the William and Barbara Stellmacher Revocable Living Trust dated March 15, 1993, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

Personally appeared before me this _____ day of _____, 2012 the above named Barbara S. Stellmacher as trustee of the William and Barbara Stellmacher Revocable Living Trust dated March 15, 1993, and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

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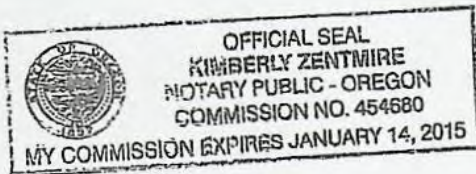
JAN 14 2019

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STATE OF OREGON)
) SS
COUNTY OF Benton)

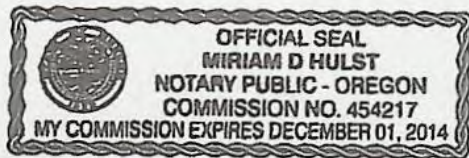
This instrument was acknowledged before me on August 17, 2012 by Wye E. Hutchins as Treasurer of Greenbelt Land Trust, Inc., an Oregon non-profit corporation.



Kimberly Zentmire
Notary Public for Oregon
My Commission Expires: 1/14/2015

STATE OF OREGON)
) SS
COUNTY OF Manon)

This instrument was acknowledged before me on August 13, 2012 by Thomas M. Byler, as Executive Director of the Oregon Watershed Enhancement Board.



Miriam D Hulst
Notary Public for Oregon
My commission expires: 12/01/2014

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by Margareth H. Wolcott, as Manager, Real Property Services of Bonneville Power Administration.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2012 by _____
_____ as _____ of Greenbelt Land Trust, Inc., an Oregon
non-profit corporation.

Notary Public for Oregon
My Commission Expires: _____

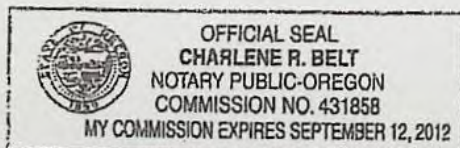
STATE OF OREGON)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by Thomas M.
Byler, as Executive Director of the Oregon Watershed Enhancement Board.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) SS
COUNTY OF McClatsine)

This instrument was acknowledged before me on August 15, 2012 by Margareth H.
Wolcott, as Manager, Real Property Services of Bonneville Power Administration.

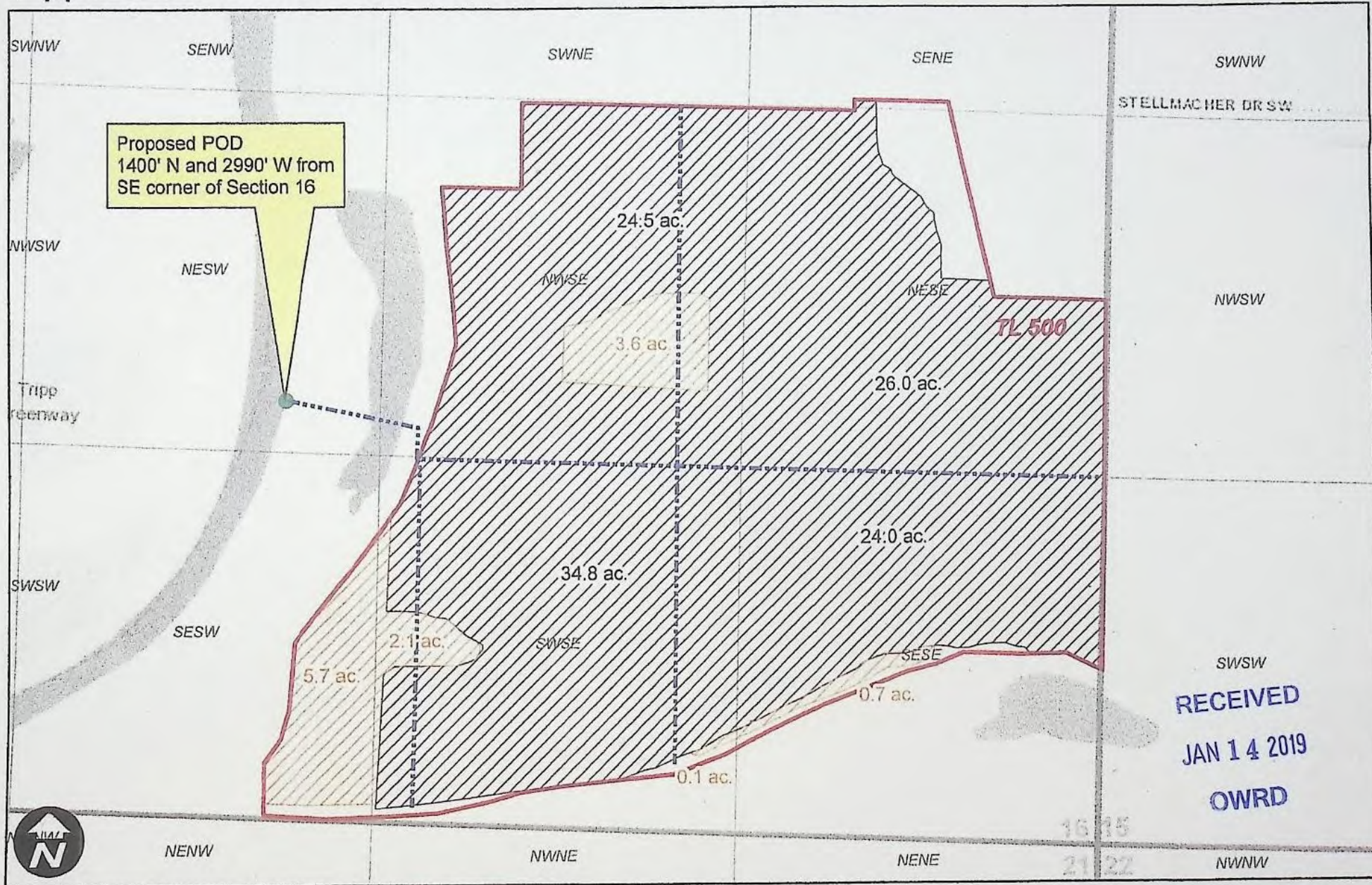


Charlene R. Belt
Notary Public for Oregon
My commission expires: 9/12/2012

5-8888-2

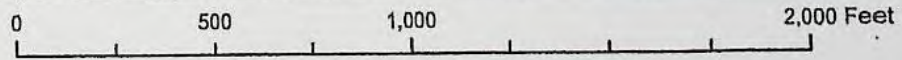
Application for BOR Stored Water - Stellmacher

T11S, R4W



Legend

- POD
- ▨ New BOR Contract Primary
- ▨ New BOR Contract Supplemental to Cert. 37455
- Mainline
- ▭ Taxlot



WILL MCGILL SURVEYING, LLC | 15333 Pletzer Rd. SE, Turner, OR 97392
 503-510-3026, willmcgillsurveying@gmail.com

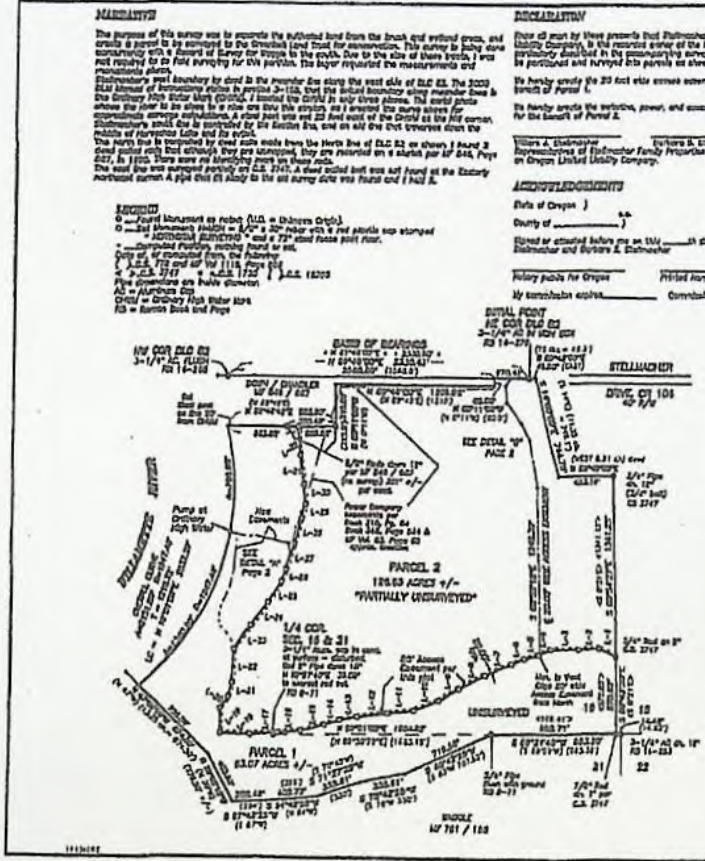
PLAT No. _____
PARTITION PLAT No. 2011-_____
 for
STELLMACHER FAMILY PROPERTIES LLC
 is the
 SOUTH HALF OF SECTION 18
 and NORTH HALF OF SECTION 21
 T 11 S. R 4 W. W.M.
 LINN COUNTY, OREGON
 AUGUST 31, 2011
 FILE No. PD11-0148
 PAGE 1 OF 2

NOAHSTAR SURVEYING, INC.
 700 N.W. 4th Street
 Corvallis, Oregon 97330
 Phone: 541-757-9050

APPROVALS PD11-0148
 Examined and approved this _____ day of _____, 2011
 by _____ Linn County Surveyor
 Examined and approved this _____ day of _____, 2011
 by _____
 Linn County Tax Collector/Assessor
 STATE OF OREGON) S.S.
 COUNTY OF LINN) S.S.
 I hereby certify that this partition plat was reviewed and duly
 recorded by me in the Linn County Record Book of
 Partition Plats on Plat No. 2011- _____ on
 this _____ day of _____, 2011, at
 which _____ Original Sheet Recorded in said records as Document
 No. _____
 Done and recorded by _____
 Linn County Clerk

CALL TABLE

COURSE	COORDS	DISTANCE
1-1	N 89°02'21"W	144.87'
1-2	S 89°04'11"W	101.82'
1-3	S 89°04'11"W	112.17'
1-4	S 74°12'30"W	111.70'
1-5	S 89°02'21"W	126.42'
1-6	S 89°02'21"W	215.14'
1-7	S 89°02'21"W	232.11'
1-8	S 89°02'21"W	251.72'
1-9	S 89°02'21"W	266.44'
1-10	S 89°02'21"W	282.83'
1-11	S 75°02'00"W	128.11'
1-12	S 75°02'00"W	116.54'
1-13	S 75°02'00"W	124.16'
1-14	S 89°02'21"W	104.78'
1-15	S 89°02'21"W	222.80'
1-16	S 89°02'21"W	242.02'
1-17	N 89°02'21"W	118.54'
1-18	N 89°02'21"W	103.57'
1-19	N 89°02'21"W	103.57'
1-20	N 89°02'21"W	103.57'
1-21	N 89°02'21"W	103.57'
1-22	N 89°02'21"W	103.57'
1-23	N 89°02'21"W	103.57'
1-24	N 89°02'21"W	103.57'
1-25	N 89°02'21"W	103.57'
1-26	N 89°02'21"W	103.57'
1-27	N 89°02'21"W	103.57'
1-28	N 89°02'21"W	103.57'
1-29	N 89°02'21"W	103.57'
1-30	N 89°02'21"W	103.57'



PAGE 7 DEED OF RECIPROCAL ACCESS EASEMENTS AND MAINTENANCE AGREEMENT

S-88652

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 JAN 14 2019
 OWRD

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NARRATIVE

The purpose of this survey was to separate the cultivated land from the brush and wetland areas, and create a parcel to be conveyed to the Greenbelt Land Trust for conservation. This survey is being done concurrently with a Record of Survey for Waggle to the south. Due to the size of these tracts, I was not required to do field surveying for this partition. The buyer requested the measurements and monuments shown. Stelmacher's west boundary by deed is the meander line along the west side of DLC 82. The 2008 BLM Manual of Instructions applies in section 3-109, that the actual boundary along meander lines is the Ordinary High Water Mark (OHWM). I located the OHWM in only three places. The aerial photo shows the river to be close to a nice arc thru this stretch, so I created the curve shown for approximate acreage calculations. A steel post was set 20 feet east of the OHWM at the NW corner. Stelmacher's south line is controlled by the Section lines, and an old line that traverses down the middle of Horseshoe Lake and its outlet. The north line is controlled by deed calls made from the North line of DLC 82 as shown. I found 2 dead called rods that although they are unmapped, they are recorded on a sketch per MF 546, Page 687, in 1900. There were no identifying marks on these rods. The east line was surveyed partially on C.S. 3747. A dead called ball was not found at the Easterly northeast corner. A pipe that fit nicely to the old survey data was found and I held it.

LEGEND

- Found Monument as noted; (U.O. = Unknown Origin).
- Set Monument: N/MON = 5/8" x 30" rebar with a red plastic cap stamped "NORTHSTAR SURVEYING" and a 72" steel fence post riser.
- * Computed Position, nothing found or set.
- Data of, or computed from, the following:
 - () C.S. 778 and MF Vol 116, Page 688
 - () C.S. 3747 () C.S. 1730 () C.S. 16258
- Pipe dimensions are inside diameter.
- AC = Aluminum Cap
- OHWM = Ordinary High Water Mark
- RB = Rebar Book and Page

DECLARATION

Know all men by these presents that Stelmacher Family Properties LLC, an Oregon Limited Liability Company, is the recorded owner of the lands represented on this map, and more particularly described in the accompanying surveyor's certificate, and has caused same to be partitioned and surveyed into parcels as shown hereon.

We hereby create the 20 foot wide access easement as shown hereon over Parcel 2 for the benefit of Parcel 1.

We hereby create the waterline, power, and access easement as shown hereon over Parcel 1 for the benefit of Parcel 2.

William J. Stelmacher Barbara S. Stelmacher
Representatives of Stelmacher Family Properties LLC,
an Oregon Limited Liability Company.

THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

ACKNOWLEDGMENTS

State of Oregon)

County of Deschutes)

Signed or attested before me on this 2nd day of November, 2011, by William J. Stelmacher and Barbara S. Stelmacher

Linda K. Vehr *Linda K. Vehr*
Notary public for Oregon Printed Name

My commission expires Dec 9, 2012 Commission No. 423 DLR

C.S. 25525
PARTITION PLAT No. 2012- 32

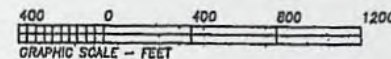
for
STELLMACHER FAMILY PROPERTIES LLC

In the
SOUTH HALF OF SECTION 16
and NORTH HALF OF SECTION 21
T 11 S, R 4 W, W.M.
LINN COUNTY, OREGON

AUGUST 31, 2011

FILE No. PD11-0146

PAGE 1 OF 2



REGISTERED PROFESSIONAL LAND SURVEYOR

Thomas J. Carney

OREGON
JULY 28, 1988
ROBERT ALAN COOK
2938
RENEW: 12/31/2018

NORTHSTAR SURVEYING, INC.

780 N.W. 4th Street
Corvallis, Oregon 97330
Phone: 641-767-9050

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JAN 14 2019
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APPROVALS PD11-0146

Examined and approved this 21st day of August, 2012

by Thomas J. Carney Deputy
Linn County Surveyor

Examined and approved this 20th day of August, 2012

by Robert Wheelock by Deborah Pinkerton
Director,
Linn Co. Planning & Bldg Dept.

All taxes on the herein described property have been paid as of this 30th day of AUGUST, 2012.

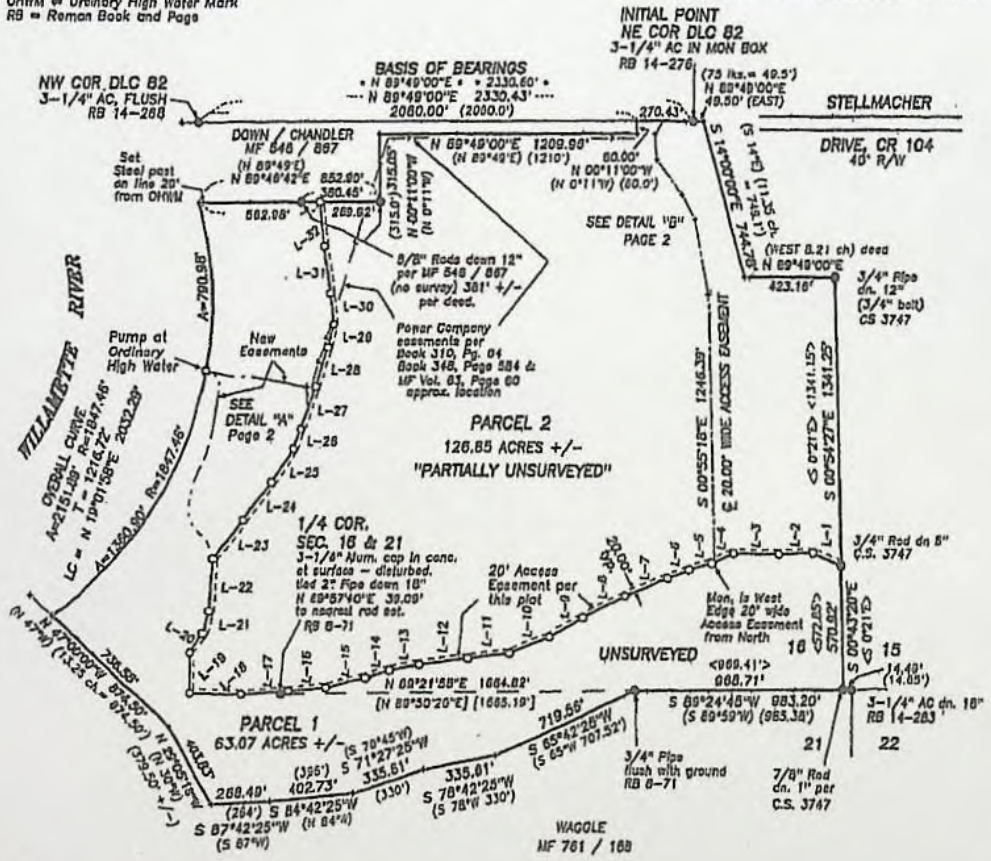
Mark Neekes
Linn County Tax Collector/Assessor

STATE OF OREGON)
COUNTY OF LINN) S.S.

I hereby certify that this partition plat was received and duly recorded by me in the Linn County Record Book of
Partition Plats as Plat No. 2012 - 32 on
this 21st day of August, 2012, at 10:16

o'clock AM; Target Sheet Recorded in deed records as Document
No. 2012-12499

Steve Druckenmiller by Christine Acken, deputy
Linn County Clerk



CALL TABLE

COURSE	BEARING	DISTANCE
L-1	N 68°02'22"W	142.67'
L-2	S 87°44'11"W	161.63'
L-3	N 89°45'00"W	210.72'
L-4	S 65°54'10"W	108.15'
L-5	S 74°43'26"W	111.70'
L-6	S 87°00'27"W	109.40'
L-7	S 87°37'13"W	217.18'
L-8	S 83°18'49"W	220.71'
L-9	S 80°42'53"W	180.50'
L-10	S 68°00'42"W	201.72'
L-11	S 82°54'14"W	186.48'
L-12	S 82°36'35"W	225.83'
L-13	S 79°35'59"W	139.11'
L-14	S 72°18'13"W	116.84'
L-15	S 78°02'17"W	193.48'
L-16	S 85°02'58"W	183.16'
L-17	S 88°19'48"W	220.88'
L-18	N 87°48'43"W	228.03'
L-19	N 01°08'39"W	185.55'
L-20	N 33°07'42"E	104.78'
L-21	N 14°47'03"E	140.00'
L-22	N 03°10'32"E	244.00'
L-23	N 38°13'40"E	219.34'
L-24	N 37°24'36"E	219.84'
L-25	N 33°51'24"E	186.22'
L-26	N 22°18'49"E	100.07'
L-27	N 20°17'47"E	208.72'
L-28	N 17°08'34"E	195.83'
L-29	N 14°04'17"E	109.83'
L-30	N 05°23'06"W	148.32'
L-31	N 07°15'59"W	218.62'
L-32	N 05°29'41"W	208.29'

5-88692

c.s. 25525

PARTITION PLAT No. 2012- 32

for

STELLMACHER FAMILY PROPERTIES LLC

In the

SOUTH HALF OF SECTION 16
and NORTH HALF OF SECTION 21
T 11 S, R 4 W, W.M.
LINN COUNTY, OREGON

AUGUST 31, 2011

FILE No. PD11-0146

PAGE 2 OF 2

THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

LEGEND

- Found Monument as noted; (U.O. = Unknown Origin).
- Set Monument: N=MON = 5/8" x 30" rebar with a red plastic cap stamped "NORTHSTAR SURVEYING" and a 72" steel fence post riser.
- Computed Position, nothing found or set.

Date of, or computed from, the following:
() C.S. 778 and MF Vol 1116, Page 666
< > C.G. 3747 * C.S. 1730
[] C.S. 18266

Pipe dimensions are inside diameter.
AO = Aluminum Cap
OHWM = Ordinary High Water Mark
RB = Reman Book and Page

NORTHSTAR SURVEYING, INC.

720 N.W. 4th Street
Corvallis, Oregon 97330
Phone: 541-757-9060

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 28, 1988
ROBERT ALAN COOK
2336
RENEW: 12/31/2019

SURVEYOR'S CERTIFICATE

I, Robert A. Cook, a Registered Professional Land Surveyor in the State of Oregon, hereby depose and say that because there are no resultant parcels ten acres or less, I am not required by Linn County to physically survey any of the parent boundary, or any interior parcels. Some of the boundary data shown is based upon record information from existing deed and survey records. Therefore the boundary of the parent tract is described as follows:

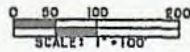
A portion of that tract conveyed to Stellmacher Family Properties LLC per Microfilm Volume 1116, Page 666, Linn County Microfilm Records, lying in the North Half of Section 21 and the South Half of Section 16, Township 11 South, Range 4 West, Willamette Meridian, Linn County, Oregon, more particularly described as follows:

Beginning at an aluminum capped monument at the Northeast corner of the Henry J.O. Averill DLC No. 82, sold Township and Range, on the Stellmacher north line, thence N 89°49'00"E 49.80 feet to the Stellmacher northeast corner thence along the Stellmacher east line by the following courses, S 14°00'00"E 744.78 feet; thence N 89°49'00"E 423.16 feet to a 3/4" iron pipe; thence S 0°54'27"E 1341.25 feet to a 3/4" iron rod; thence S 0°43'20"E 870.02 feet to a 7/8" iron rod at the Stellmacher southeast corner, lying S 89°24'45"W 14.49 feet from an aluminum capped monument at the corner of Sections 18, 19, 21 and 22; thence along the Stellmacher south line by the following courses, S 89°24'45"W 868.71 feet to a 3/4" iron pipe; thence S 88°42'28"W 719.88 feet; thence S 78°42'25"W 335.01 feet; thence S 71°27'25"W 335.01 feet; thence S 84°42'23"W 402.73 feet; thence S 87°42'25"W 268.49 feet; thence N 29°00'18"W 403.83 feet; thence N 47°00'00"W 755.58 feet, more or less, to the Ordinary High Water line of the East bank of the Willamette River, at the Stellmacher southwest corner; thence along said high water line, downstream in a generally northeasterly direction, 2151.88 feet, more or less, to the southeast corner of that tract conveyed to Gary A. Chandler and Margaret E. Down per Microfilm Volume 546, Page 667, said Records, at the Stellmacher northwest corner; thence along the Chandler/Down south line by the following courses, N 89°48'42"E 852.90 feet, more or less to a 5/8" iron rod; thence N 0°11'00"W 315.05 feet; thence N 89°48'00"E 1209.88 feet; thence N 0°11'00"W 60.00 feet to the north line of said Averill DLC No. 82; thence leaving said Chandler/Down line, N 89°48'00"E 270.43 feet to the point of beginning, containing 191.49 acres, more or less.

CALL TABLE

COURSE	BEARING	DISTANCE
L-33	N 53°35'53"W	25.62'
L-34	N 26°37'05"W	87.64'
L-35	N 48°27'32"W	84.73'
L-36	N 35°38'35"W	51.18'
L-37	N 03°03'46"W	48.12'
L-38	N 05°24'11"E	60.44'
L-39	N 15°57'01"E	51.39'
L-40	N 24°23'58"E	117.27'
L-41	N 16°11'30"E	100.32'
L-42	N 08°33'49"E	200.58'
L-43	N 03°08'43"W	48.22'
L-44	N 49°37'34"W	43.73'
L-45	S 76°36'58"E	140.61'
L-46	N 82°00'00"E	49.75'
L-47	S 76°36'58"E	143.59'
L-48	N 82°00'00"E	80.24'
L-49	S 34°51'42"W	75.49'

DETAIL "A"



RIGHT-OF-WAY AND EASEMENT FOR POWER BOOK 310, P 64

PARCEL 1

PARCEL 2

UNSURVEYED

PARCEL 1

DETAIL "B"

1" = 100'

NE COR DLC B2
3-1/4" AC IN MON BOX
RB 14-278

STELLMACHER DRIVE

40' R/W CR 104

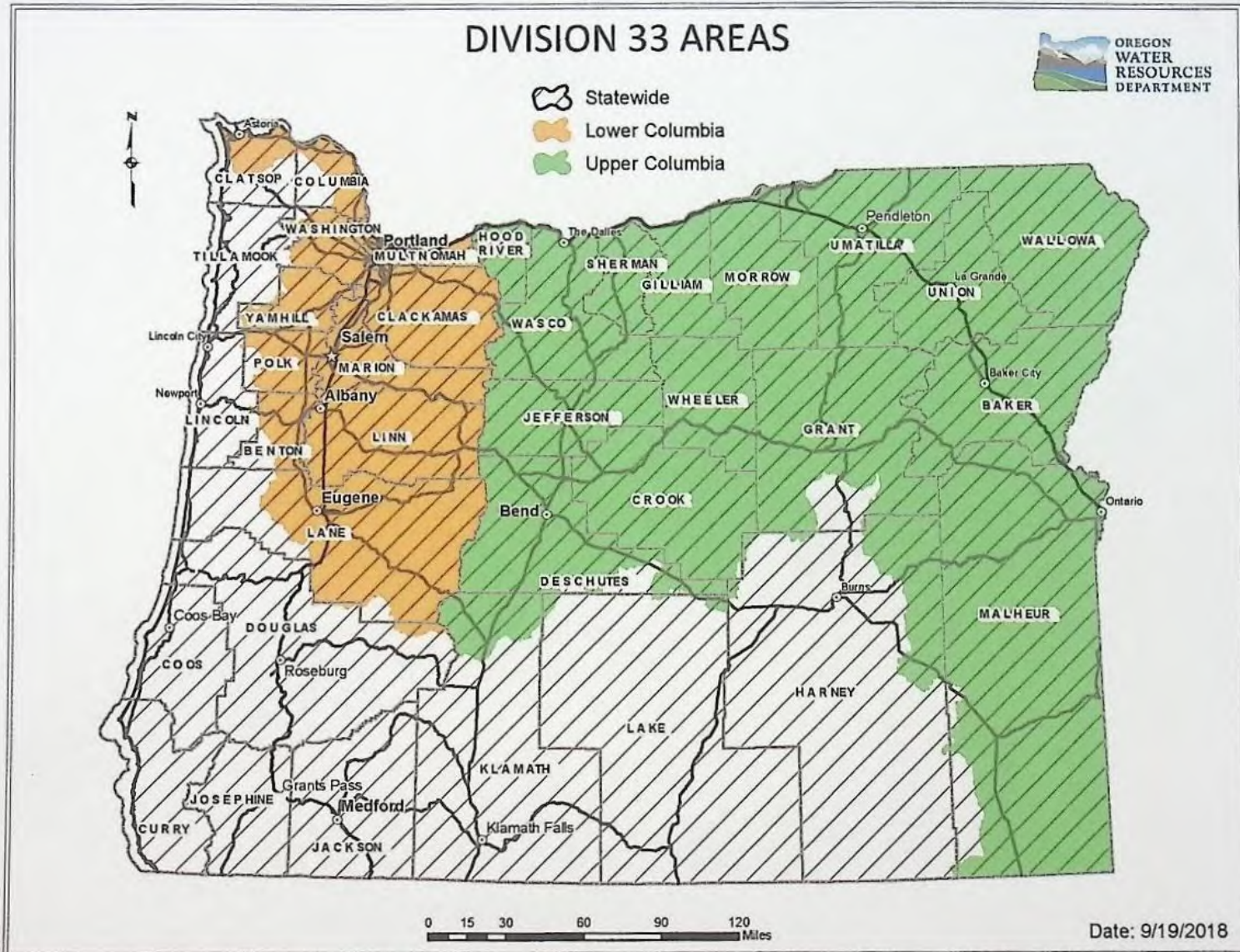
Building

Building

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5-88862
2288-5

Figure 1: Map of Division 33 Areas



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For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the Division 33 rules apply: https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

**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 # **128919**

INVOICE # _____

RECEIVED FROM: Will Mc Gill Surveying, LLC
BY: _____

APPLICATION	5-88692
PERMIT	
TRANSFER	

CASH: CHECK: # 1408 OTHER: (IDENTIFY)

TOTAL REC'D \$ 2,080.80

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		
0407 COPY & TAPE FEES		\$
0410 RESEARCH FEES		\$
0408 MISC REVENUE: (IDENTIFY)		\$
TC162 DEPOSIT LIAB. (IDENTIFY)		\$
0240 EXTENSION OF TIME		\$
WATER RIGHTS:		
0201 SURFACE WATER	EXAM FEE \$ <u>1,560.80</u>	0202 RECORD FEE \$ <u>520.00</u>
0203 GROUND WATER	\$	0204 \$
0205 TRANSFER	\$	
WELL CONSTRUCTION:		
0218 WELL DRILL CONSTRUCTOR	EXAM FEE \$	0219 LICENSE FEE \$
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 (FWWRD)		\$
0231 HYDRO LICENSE FEE (FWWRD)		\$
HYDRO APPLICATION		\$

TREASURY OTHER / RDX

FUND	TITLE	
OBJ. CODE	VENDOR	
DESCRIPTION		\$

**RECEIVED
OVER THE COUNTER**

RECEIPT: **128919**

DATED: 1/14/19 BY: [Signature]



5160®



S-88692

Stellmacher Family Properties LLC
30416 Stellmacher Dr. SW
Albany, OR. 97321

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Albany, OR. 97321



	<p>Oregon Water Resources Department Stored Water Only Applications - Expedited Secondary</p>	Main Help Return Contact Us
-----------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

Today's Date: Monday, January 14, 2019

Base Application Fee.		\$520.00
Acre feet of Stored Water to be diverted.	303.75	\$1,040.80
Permit Recording Fee. ***		\$520.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.		<input type="button" value="Recalculate"/>
Estimated cost of Permit Application		\$2,080.80

OWRD Fee Schedule

Fee Calculator Version: B20170117