

# Application for a Permit to Use Surface Water



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

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME		PHONE (HM)	
PHONE (WK)	CELL		FAX
ADDRESS			
CITY	STATE	ZIP	E-MAIL *

### Organization Information

NAME OLSEN AGRICULTURE ENTERPRISES, ATTN: ROGER OLSEN		PHONE 503-932-7307	FAX
ADDRESS 8930 SUVER ROAD			CELL
CITY MONMOUTH	STATE OR	ZIP 97361	E-MAIL *

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

AGENT / BUSINESS NAME KIMBERLY GRIGSBY/GSI WATER SOLUTIONS INC		PHONE 541-753-0745	FAX
ADDRESS 1600 SW WESTERN BLVD, SUITE 240			CELL
CITY CORVALLIS	STATE OR	ZIP 97333	E-MAIL * KGRIGSBY@GSIWS.COM

Note: Attach multiple copies as needed

\* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

### By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.



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

Roger Olsen  
Applicant Signature

Roger Olsen, Manager  
Print Name and title if applicable

4/4/13  
Date

Applicant Signature

Print Name and title if applicable

Date

Revised	App. No. <u>S-87894</u>	For Department Use	Permit No. _____	Date _____
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**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 – Applicant owns lands associated with the point of diversion, conveyance from the point of diversion to the Luckiamute River, and the place of use.

- There are no encumbrances.
- This land is encumbered by easements, rights of way, roads or other encumbrances.

No - Applicant does not own, but has written authorization permitting access to, the lands associated with the point of re-diversion and conveyance from the point of re-diversion to the place of use.

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- 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).
- Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

Paul Mulkey & Jeraldine M. Mulkey (trustees), 13530 Corvallis Rd, Monmouth, OR 97361

**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:

Source 1: Willamette Basin Federal Storage Project Tributary to: Willamette River

Source 2: \_\_\_\_\_ Tributary to: \_\_\_\_\_

Source 3: \_\_\_\_\_ Tributary to: \_\_\_\_\_

Source 4: \_\_\_\_\_ Tributary to: \_\_\_\_\_

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).

Certificates 72755 and 72756, in the name of the U.S. Bureau of Reclamation. (See Attachment 1)

**B. Applications to Use Stored Water**

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

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

(See Applicant’s Water Service Contract from the Bureau of Reclamation in Attachment 2.)

If *all* sources listed in item 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: 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 Basin Federal Storage Project	Supplemental Irrigation	March 1 – October 31	278.5 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" 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

**For irrigation use only:**

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

Primary: 0 Acres                      Supplemental: 278.5 Acres

List the Permit or Certificate number of the underlying primary water right(s): Certificate 84185

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 696.25

- 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 5: WATER MANAGEMENT

### A. Diversion and Conveyance

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

Pump (give horsepower and type): Cornell 100 HP centrifugal pump at Willamette River Point of diversion, and at Luckiamute point of re-diversion.

Other means (describe): \_\_\_\_\_

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

The stored water will be diverted at a site on the Willamette River located 1,650 feet south and 1,000 feet East from the SW corner of Section 23 (SWNW Section 26, T9S, R4W, W.M.) using a 100 HP centrifugal Cornell pump. The water will be conveyed through 2,100 feet of above-ground 10-inch aluminum pipe and 2,700 feet of buried 8-inch PVC to a location on the Luckiamute River, which is located 1,850 feet North and 4,850 feet East from the NW Corner of DLC 67 (NENW Section 3, T10S, R4W, WM.) Water will be re-diverted with a 100 HP centrifugal Cornell pump and conveyed through 2,500 feet of buried 15-inch PVC to 2,200 feet of buried 10-inch PVC, and distributed primarily with sprinklers from wheel lines at the place of use.

### B. Application Method

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

Water is applied to the lands through wheel lines, with some hand lines and hard-hose reel used infrequently. Standard sprinkler emitters are used off the wheel line and hand lines.

### 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 Applicant is requesting this permit to authorize the use of 278.5 acre-feet of stored water for which the Applicant has obtained a contract from the Bureau of Reclamation. Crops anticipated to be irrigated include peppermint and other water intensive crops. At the points of diversion, each pump station will be equipped with a flowmeter to measure water being diverted from the Willamette River and and re-diverted from the Luckiamute River. The flowmeters will record amount of water pumped in an effort to prevent waste. The lands to be irrigated are more than a half mile from the Luckiamute River and it is not expected that water use at this distance would cause damage to public uses of the Luckiamute or Willamette Rivers.

## SECTION 6: 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 to prevent uptake of fish and other aquatic life.  
Describe planned actions: Applicant has a fish screen for the proposed point of diversion, which has been reviewed by the Oregon Department of Fish and Wildlife and determined to meet current fish screen criteria. (See Attachment 3.)

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
Describe planned actions: No excavation or bank clearing will be required. The applicant will use existing points of diversion.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe: No operating of equipment in a water body will be required to complete construction or apply water to beneficial use.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe: The proposed place of use is more than a half mile from the Luckiamute River. Applicant does not incorporate chemicals or fertilizers into the irrigation water. Fertilizer is land applied and irrigation water is shut off prior to fertilizer treatment, which is then allowed to dry before water is once again used.

**SECTION 7: PROJECT SCHEDULE**

Date construction will begin: Within 5 years from the date on which the permit is issued

Date construction will be completed: Within 5 years from the date on which the permit is issued

Date beneficial water use will begin: Within 5 years from the date on which the permit is issued

**SECTION 8: WITHIN A DISTRICT**

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

Irrigation District Name	Address	
City	State	Zip

**SECTION 9: REMARKS**

Use this space to clarify any information you have provided in the application.

The Applicant has an existing primary irrigation water right from the Luckiamute River for the proposed place of use (Certificate 84185). The irrigation season authorized by Certificate 84185, however, ends on July 31 of each year. The Applicant is requesting a permit for supplemental irrigation to make up for the deficiency in supply from this water right. The Applicant also holds an existing supplemental water right for the use of groundwater (Certificate 85317) for the proposed place of use. The Applicant will receive stored water from the Willamette Basin Federal Storage Project, under its existing contract with the Bureau of Reclamation. (See Attachment 2.)

**Attachment 1**

**Bureau of Reclamation's Certificates 72755 and 72756**  
**Application for a Water Use Permit– Olsen Agriculture**

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S-87894

STATE OF OREGON  
COUNTIES OF LANE, LINN, AND MARION  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

BUREAU OF RECLAMATION, U.S.A.  
PACIFIC NORTHWEST REGION  
1150 NORTH CURTIS ROAD  
BOISE, IDAHO 83706-1234

confirms the right to store the waters of COAST FORK WILLAMETTE RIVER, in COTTAGE GROVE RESERVOIR; ROW RIVER in DORENA RESERVOIR; LONG TOM RIVER in FERN RIDGE RESERVOIR; MIDDLE FORK WILLAMETTE RIVER in LOOKOUT POINT RESERVOIR; NORTH SANTIAM RIVER in DETROIT RESERVOIR; tributaries of WILLAMETTE RIVER, appropriated for IRRIGATION.

The right to store these waters was perfected under Reservoir Permit R-1625. The date of priority is AUGUST 16, 1954. The amount of water entitled to be stored each year under this right is NOT MORE THAN 835,000 acre-feet; BEING 30,000 AF from COAST FORK WILLAMETTE RIVER in COTTAGE GROVE RESERVOIR; 70,000 AF from ROW RIVER in DORENA RESERVOIR; 95,000 AF from LONG TOM RIVER in FERN RIDGE RESERVOIR; 340,000 AF from MIDDLE FORK WILLAMETTE RIVER in LOOKOUT POINT RESERVOIR; 300,000 AF from NORTH SANTIAM RIVER in DETROIT RESERVOIR TO BE APPROPRIATED UNDER SECONDARY APPLICATIONS HEREINAFTER TO BE FILED FOR IRRIGATION, PROVIDED THAT ALL SECONDARY APPLICATIONS SHALL BE ACCOMPANIED BY A COPY OF THE CONTRACT BETWEEN THE APPLICANT AND THE BUREAU OF RECLAMATION FOR THE PURCHASE OF THE STORED WATERS.

The reservoirs are located as follows:

**COTTAGE GROVE RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 27, 28, 29, 32, AND 33  
TOWNSHIP 21 SOUTH, RANGE 3 WEST, W.M.

SECTIONS 4, 5, AND 8  
TOWNSHIP 22 SOUTH, RANGE 3 WEST, W.M.

**DORENA RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 32, 33, AND 34  
TOWNSHIP 20 SOUTH, RANGE 2 WEST, W.M.

SECTIONS 2, 3, 4, 5, 10, 11, 13, AND 14  
TOWNSHIP 21 SOUTH, RANGE 2 WEST, W.M.

SEE NEXT PAGE

R-29397.GJT

5-87894

STATE OF OREGON  
COUNTIES OF LANE AND LINN  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

BUREAU OF RECLAMATION, U.S.A.  
PACIFIC NORTHWEST REGION  
1150 NORTH CURTIS ROAD  
BOISE, IDAHO 83706-1234

confirms the right to store the waters of MIDDLE FORK WILLAMETTE RIVER in HILLS CREEK RESERVOIR, SOUTH FORK MCKENZIE RIVER in COUGAR RESERVOIR, BLUE RIVER in BLUE RIVER RESERVOIR, FALL CREEK in FALL CREEK RESERVOIR, SOUTH SANTIAM RIVER in FOSTER RESERVOIR, MIDDLE SANTIAM RIVER in GREEN PETER RESERVOIR, tributaries of WILLAMETTE RIVER, appropriated for IRRIGATION AND SUPPLEMENTAL IRRIGATION.

The right to store these waters was perfected under Reservoir Permit R-5363. The date of priority is SEPTEMBER 16, 1968. The amount of water entitled to be stored each year under this right is NOT MORE THAN 805,100 ACRE-FEET, BEING 194,600 AF FROM MIDDLE FORK WILLAMETTE RIVER in HILLS CREEK RESERVOIR; 144,000 AF FROM SOUTH FORK MCKENZIE RIVER in COUGAR RESERVOIR; 79,000 AF FROM BLUE RIVER in BLUE RIVER RESERVOIR; 107,500 AF FROM FALL CREEK in FALL CREEK RESERVOIR; 30,000 AF FROM SOUTH SANTIAM RIVER in FOSTER RESERVOIR; AND 250,000 AF FROM MIDDLE SANTIAM RIVER in GREEN PETER RESERVOIR TO BE APPROPRIATED UNDER SECONDARY APPLICATIONS HEREINAFTER TO BE FILED FOR IRRIGATION AND SUPPLEMENTAL IRRIGATION, PROVIDED THAT ALL SECONDARY APPLICATIONS SHALL BE ACCOMPANIED BY A COPY OF THE CONTRACT BETWEEN THE APPLICANT AND THE BUREAU OF RECLAMATION FOR THE PURCHASE OF THE STORED WATERS.

The reservoir is located as follows:

**HILLS CREEK RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 34, 35, AND 36  
TOWNSHIP 21 SOUTH, RANGE 3 EAST, W.M.

SECTION 31  
TOWNSHIP 21 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 2, 3, 4, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 33, AND 34  
TOWNSHIP 22 SOUTH, RANGE 3 EAST, W.M.

SECTION 6  
TOWNSHIP 22 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 3 AND 4  
TOWNSHIP 23 SOUTH, RANGE 3 EAST, W.M.

SEE NEXT PAGE

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**GREEN PETER RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 24, 25, 26, 35, AND 36  
TOWNSHIP 12 SOUTH, RANGE 2 EAST, W.M.

SECTIONS 9, 10, 16, 17, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32,  
33, 34, AND 35  
TOWNSHIP 12 SOUTH, RANGE 3 EAST, W.M.

SECTIONS 1, 2, 10, 11, AND 12  
TOWNSHIP 13 SOUTH, RANGE 2 EAST, W.M.

SECTIONS 3, 4, 5, AND 6  
TOWNSHIP 13 SOUTH, RANGE 3 EAST, W.M.

SECTION 19  
TOWNSHIP 12 SOUTH, RANGE 4 EAST, W.M.

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

WITNESS the signature of the Water Resources Director, affixed AUGUST 28, 1996.

   | **Steven P. Applegate**  
Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 72756.

R-45396.GJT

S-87874

Attachment 2

**Water Service Contract from Bureau of Reclamation**  
Application for a Water Use Permit – Olsen Agriculture

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S-87894

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 19<sup>th</sup> day of October, 2012, 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 **Olsen Farms Family Limited Partnership**, 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, 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: LIMITATIONS ON RELEASES**

4. For a period not to exceed 40 years from the date first above written, the United States shall release each year to the Contractor during the irrigation season from March 1 to October 31, inclusive, stored water from the Willamette River Basin Project for the irrigation of land owned or served by the Contractor as described as follows:

12.1 acres, NW1/4 NE1/4, Section 4, T. 10 S., R. 4 W., W.M.  
19.4 acres, SW1/4 NE1/4, Section 4, T. 10 S., R. 4 W., W.M.  
44.0 acres, NE1/4 NW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
45.0 acres, NW1/4 NW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
39.6 acres, SW1/4 NW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
40.0 acres, SE1/4 NW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
5.4 acres, NE1/4 SW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
25.8 acres, NW1/4 SW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
2.1 acres, SW1/4 SW1/4, Section 4, T. 10 S., R. 4 W., W.M.  
2.7 acres, NW1/4 SE1/4, Section 4, T. 10 S., R. 4 W., W.M.  
18.0 acres, NE1/4 NE1/4, Section 5, T. 10 S., R. 4 W., W.M.  
20.0 acres, SE1/4 NE1/4, Section 5, T. 10 S., R. 4 W., W.M.  
4.4 acres, NE1/4 SE1/4, Section 5, T. 10 S., R. 4 W., W.M.

Of the land described, not more than 278.5 acres are to be irrigated. 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 278.5 acre-feet of stored water annually, measured at the point of delivery of said water.

## PAYMENTS FOR WATER

5. (a) An annual payment of \$2,228 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$2,228 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 278.5 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. 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 4 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 15 of this contract.

#### **CONTRACT ADMINISTRATION FEES**

6. 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**

7. (a) The Contractor shall be subject to interest and 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 charge rate shall be the greater of 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 charge rate 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

8. (a) Upon payment of the charges specified in Article 5 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.

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

1650 feet South and 1000 feet East from the SW Corner, Section 23, Township 9 South, Range 4 West, 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.

**CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)**

9. In its operation of the Project, the United States 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 United States 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 errors in physical operations of the Project, drought, other physical causes beyond the control of the United States, 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**

10. (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 4. 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. 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).

(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 4 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 time frame established by the Contracting Officer or the applicable State and Federal fisheries agency.

#### TERM OF CONTRACT

11. 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 Articles 10 or 12 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

12. (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**

13. 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.

### **DISCLAIMER**

14. 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

15. 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 Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Olsen Farms Family Limited Partnership, c/o Jenks-Olsen Farms, Inc., 8930 Suver Road, Monmouth, OR 97361. 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

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

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

**OLSEN FARMS FAMILY LIMITED PARTNERSHIP**

By: *Roger Olsen* *Authorized  
Manager*  
Signature and Title

Attest:

By:

*Buff Jones* *General Manager*  
Signature and Title

**UNITED STATES OF AMERICA**

By:

*Ryan Peterson*  
Program Manager  
Repayment and Acreage Limitation  
PN Region  
Bureau of Reclamation  
1150 N. Curtis Road, Suite 100  
Boise, ID 83706-1234

STATE OF Oregon  
County of Polk ) : ss

On this 31 day of August, 2012, before me, a notary public, personally appeared Ben Hanna and Roger Olsen known to me to be the official(s) of the OLSEN FARMS FAMILY LIMITED PARTNERSHIP, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said OLSEN FARMS FAMILY LIMITED PARTNERSHIP, 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.



D Jean Shertzer  
Notary Public in and for the  
State of Oregon  
Residing at: Monmouth OR  
My commission expires: April 4, 2015

\*\*\*\*\*

STATE OF IDAHO)  
County of Ada) : ss

On this 19 day of October, 2012, personally appeared before me Ryan M. Patterson, 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 he 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.



Susan Hickman  
Notary Public in and for the  
State of IDAHO  
Residing at: Meridian  
My commission expires: 1-7-2016

**GENERAL PROVISIONS -- WILLAMETTE 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 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 rates as levied or established by the Contractor.

**CONFIRMATION OF CONTRACT**

(b). Promptly after the execution of this contract, the Contractor shall provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of Oregon, confirming the proceedings on the part of the Contractor for the authorization of the execution of this contract. This contract shall not be binding on the United States until such final decree has been secured.

**CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS**

(c). 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**

(d). 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.

**CHANGES IN CONTRACTOR'S ORGANIZATION**

(e). 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.



## ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

(f). 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

(g). 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

(h). 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

(i). (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 shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall 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

(j). 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 Section 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

## EQUAL EMPLOYMENT OPPORTUNITY

(k). 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, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, 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 advertisements 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, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the 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, as amended (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, 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.

(6) 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 EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) 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 EO 11246, 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

(l). (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 require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be 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

(m). (1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) 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 (a) 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

(n). (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

(o). 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.

Attachment 3  
ODFW Fish Screen Approval Letter  
Application for a Water Use Permit – Olsen Agriculture

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S-87894

## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Nut Farm  
Stream: the Willamette Tributary to: Columbia  
Diversion Type (gravity or pump): Pump Location: T\_\_\_\_, R\_\_\_\_, Sec.\_\_\_\_  
GPS Coordinates: Lat 44.75929 Long W123.14934 Elevation: \_\_\_\_\_ ft  
Who owns the diversion structure? Private  Federal Facility  Unknown   
Name of canal/ditch if available: \_\_\_\_\_  
Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No   
If not, what type of upstream passage? No Barrier  
What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: Ryan Clark  
Address: 8930 SWEET RD  
City: Monmouth State: OR Zip: 97361  
Phone: 503-838-0412 Fax: \_\_\_\_\_  
Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_  
Total amount of water diverted (cfs): 1000gpm Amount of Contract Water (cfs): \_\_\_\_\_  
Water Service Contract number: \_\_\_\_\_

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

- Spring Chinook
- Fall Chinook
- Coho
- Sockeye
- Summer Steelhead
- Winter Steelhead
- Lamprey

#### II. Species of Resident Trout

- Rainbow Trout
- Cutthroat Trout
- Redband Trout
- Bull Trout

**FISH SCREEN INFORMATION:**

Does the canal/ditch have an operating fish screen? Yes  No   
If yes, Type of Screen: Clemens CW 1400  
Type of screen cleaning system (active or passive):  
Date Installed: 2006 Installed By: Water User  
Designed By: \_\_\_\_\_ Maintained By: Water User  
Is screen(s) properly operated and maintained? Yes  No

**For Rotating Drum or Vertical Panel Screens:**

**I. Rotating Drum Screen:**

- i. Type of Operating System: Electrical Motor  Paddle wheel
- ii. Size of screen: Diameter \_\_\_\_\_ ft. Length \_\_\_\_\_ ft.
- iii. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- iv. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- v. Screen Open Area at least 27% Yes  No
- vi. Submergence:  $\leq 85\%$  and  $\geq 65\%$  Yes  No
- vii. Is Screen Length greater than 6 ft? Yes  No 
  - a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)
- viii. Stoplog used at downstream of screen Yes  No  Distance \_\_\_\_\_ ft.<sup>2</sup>
- ix. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

**II. Vertical Screen:**

- i. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- iii. Screen Open Area at least 27% Yes  No
- iv. Is Screen Length greater than 6 ft? Yes  No 
  - a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)
- v. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

**For Actively Cleaned End-of-Pipe Screens:**

**I. General:**

- i. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- iii. Screen Open Area must be at least 27% Yes  No
- iv. Submergence:  $\geq 1$  screen radius below<sup>3</sup> Yes  No
- v. Intake located in off-channel area Yes  No 
  - If yes is water velocity back to main channel less than 0.4 fps Yes  No

Screen Manufacturer: Clemens Model: CW-1400

**II. Pump Information (Active Screen only)**

Manufacturer: \_\_\_\_\_ Horsepower: 100 hp Intake size: 12" in.

**For Passive End-of-Pipe Screens:**

**I. General:**

- i. Net Approach Velocity  $\leq 0.20$  fps Yes  No
  - ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
  - iii. Screen Open Area must be at least 27% Yes  No
  - iv. Combined rate of flow:  $\leq 3$  cfs Yes  No
  - v. Submergence:  $\geq 1$  screen-radius below<sup>3</sup> Yes  No
  - vi. Any woody debris or sediment built-up Yes  No
  - vii. Intake located in off-channel area Yes  No
- If yes is water velocity back to main channel less than 0.4 fps. Yes  No

Screen Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**II. Pump Information (Passive Screen only)**

Manufacturer: \_\_\_\_\_ Horsepower: \_\_\_\_\_ hp Intake size: \_\_\_\_\_ in.

Note: The combined rate of flow at the diversion site using a passive screen must be less than 3 cfs.

**For Bypass Facility:**

**I. Bypass Entrance:**

- i. Minimum Flow<sup>4</sup>: Yes  No

**II. Bypass Conduit (Pipe)**

- i. Flow: 5% of total diverted flow amount Yes  No
- ii. Velocity:  $\geq 6$  fps and  $\leq 12$  fps Yes  No
- iii. Depth:  $\geq 40\%$  of pipe diameter Yes  No
- iv. Are pipes/joints smooth or good conditions? Yes  No

**III. Bypass Outfall**

- i. Free of eddies, reverse flow or known predator habitat Yes  No
- ii. Impact Velocity: Less than 25 fps Yes  No
- iii. Is it possible for adult fish to be attracted into pipe? Yes  No

Does Screen meet NMFS criteria<sup>5</sup>? Yes  No

Does Bypass Facility meet NMFS criteria<sup>5</sup>? Yes  No

Comments: This screen meets criteria up to 15309PM.



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<sup>1</sup> Screen face openings: Circular screen openings must not exceed 3/32 inches in diameter. Or Square screen openings must not exceed 3/32" on a diagonal. Slotted screen must not exceed 1/16" (1.75mm) in narrow direction.

<sup>2</sup> Stoplogs should be located at least two drum diameters downstream of the back of the drum.

<sup>3</sup> Screen must be submerged to a depth of at least one screen radius below the minimum water surface.

<sup>4</sup> The minimum bypass entrance flow velocity should be greater than 110% of the maximum canal velocity upstream of the bypass entrance.

<sup>5</sup> National Marine Fishery Service, N.M.F.S. Anadromous Salmonid Passage Facility Design (Dated: Feb 2008)  
([www.nwr.noaa.gov/Salmon-Hydropower/FERC/upload/Fish\\_Passage\\_Design.pdf](http://www.nwr.noaa.gov/Salmon-Hydropower/FERC/upload/Fish_Passage_Design.pdf))

Mary Olson  
Inspected by: Print Name

ODFW  
Agency

[Signature]  
Inspected by:

5-21-2012  
Date

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O.D.F.W. Fish Screening Program Coordinator

Date

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Reclamation ESA Program Manager

Date

## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Olsen Diversion S-02-0381  
Stream: Luckiamute Tributary to: Willamette  
Diversion Type (gravity or pump): Pump Location: T\_\_\_\_, R\_\_\_\_, Sec.\_\_\_\_  
GPS Coordinates: Lat N 44.73762 Long W 123.16525 Elevation: \_\_\_\_\_ ft  
Who owns the diversion structure? Private  Federal Facility  Unknown   
Name of canal/ditch if available: \_\_\_\_\_  
Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No   
If not, what type of upstream passage? No Barrier  
What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: Ryan Clark  
Address: 8930 SWEET RD  
City: Monmouth State: OR Zip: 97561  
Phone: 503-838-0412 Fax: \_\_\_\_\_  
Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_  
Total amount of water diverted (cfs): 14009pm Amount of Contract Water (cfs): \_\_\_\_\_  
Water Service Contract number: \_\_\_\_\_

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

- Spring Chinook
- Fall Chinook
- Coho
- Sockeye
- Summer Steelhead
- Winter Steelhead
- Lamprey

#### II. Species of Resident Trout

- Rainbow Trout
- Cutthroat Trout
- Redband Trout
- Bull Trout

S-87894

**FISH SCREEN INFORMATION:**

Does the canal/ditch have an operating fish screen? Yes  No

If yes, Type of Screen: Clemens CW 1400

Type of screen cleaning system (~~active~~ or passive):

Date Installed: 2006 Installed By: Water User

Designed By: \_\_\_\_\_ Maintained By: Water User

Is screen(s) properly operated and maintained? Yes  No

**For Rotating Drum or Vertical Panel Screens:**

**I. Rotating Drum Screen:**

- i. Type of Operating System: Electrical Motor  Paddle wheel
- ii. Size of screen: Diameter \_\_\_\_\_ ft. Length \_\_\_\_\_ ft.
- iii. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- iv. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- v. Screen Open Area at least 27% Yes  No
- vi. Submergence:  $\leq 85\%$  and  $\geq 65\%$  Yes  No
- vii. Is Screen Length greater than 6 ft? Yes  No
- a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)
- viii. Stoplog used at downstream of screen Yes  No  Distance \_\_\_\_\_ ft.<sup>2</sup>
- ix. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

**II. Vertical Screen:**

- i. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- iii. Screen Open Area at least 27% Yes  No
- iv. Is Screen Length greater than 6 ft? Yes  No
- a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)
- v. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

**For Actively Cleaned End-of-Pipe Screens:**

**I. General:**

- i. Net Approach Velocity  $\leq 0.40$  fps Yes  No
- ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
- iii. Screen Open Area must be at least 27% Yes  No
- iv. Submergence:  $\geq 1$  screen radius below<sup>3</sup> Yes  No
- v. Intake located in off-channel area Yes  No
- If yes is water velocity back to main channel less than 0.4 fps Yes  No

Screen Manufacturer: Clemens Model: CW 1400

**II. Pump Information (Active Screen only)**

Manufacturer: Cornell Horsepower: 100 hp Intake size: 12" in.

**For Passive End-of-Pipe Screens:**

**I. General:**

- i. Net Approach Velocity  $\leq 0.20$  fps Yes  No
  - ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No
  - iii. Screen Open Area must be at least 27% Yes  No
  - iv. Combined rate of flow:  $\leq 3$  cfs Yes  No
  - v. Submergence:  $\geq 1$  screen-radius below<sup>3</sup> Yes  No
  - vi. Any woody debris or sediment built-up Yes  No
  - vii. Intake located in off-channel area Yes  No
- If yes is water velocity back to main channel less than 0.4 fps. Yes  No

Screen Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**II. Pump Information (Passive Screen only)**

Manufacturer: \_\_\_\_\_ Horsepower: \_\_\_\_\_ hp Intake size: \_\_\_\_\_ in.

Note: The combined rate of flow at the diversion site using a passive screen must be less than 3 cfs.

**For Bypass Facility:**

**I. Bypass Entrance:**

- i. Minimum Flow<sup>4</sup>: Yes  No

**II. Bypass Conduit (Pipe)**

- i. Flow: 5% of total diverted flow amount Yes  No
- ii. Velocity:  $\geq 6$  fps and  $\leq 12$  fps Yes  No
- iii. Depth:  $\geq 40\%$  of pipe diameter Yes  No
- iv. Are pipes/joints smooth or good conditions? Yes  No

**III. Bypass Outfall**

- i. Free of eddies, reverse flow or known predator habitat Yes  No
- ii. Impact Velocity: Less than 25 fps Yes  No
- iii. Is it possible for adult fish to be attracted into pipe? Yes  No

Does Screen meet NMFS criteria<sup>5</sup>? Yes  No

Does Bypass Facility meet NMFS criteria<sup>5</sup>? Yes  No

Comments: This screen meets criteria up to  
1550 gpm.



**Attachment 4**  
**Legal Descriptions**  
Application for a Water Use Permit – Olsen Agriculture

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S-87894

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk 2006-001855



\$66.00

00150092200800018550090087

02/02/2006 04:37:45 PM

REC-WD Cnt=1 Stn=1 K. WILLIAMS  
\$45.00 \$10.00 \$11.00

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk 2006-000485



\$66.00

00149823200800004850090086

01/10/2006 11:29:25 AM

REC-WD Cnt=1 Stn=1 K. WILLIAMS  
\$45.00 \$10.00 \$11.00

RERECORDED TO CORRECT PARCEL 6  
LEGAL DESCRIPTION. PREVIOUSLY  
RECORDED AS DOC. NO. 2006-000485.

### STATUTORY WARRANTY DEED

**UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO:**

Jenks-Olsen Farms, Inc.  
8930 Suver Road  
Monmouth, Oregon 97361

**AFTER RECORDING,  
RETURN TO:**

Timothy L. Blair, P.C.  
806 S.W. Broadway  
Suite 800  
Portland, Oregon 97205

THE OLSEN FARMS FAMILY LIMITED PARTNERSHIP, an Oregon limited partnership, **Grantor**, conveys and warrants to OLSEN VINEYARD COMPANY, LLC, an Oregon limited liability company, **Grantee**, the real property described on the attached **Exhibit A**, in Polk County, Oregon:

**SUBJECT TO:** All liens and encumbrances of record or apparent on the property by inspection.

The true and actual consideration for this conveyance consists of or includes other property or value given as provided which is the whole consideration.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantee at the time Grantor acquired such property. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

**GRANTOR:**

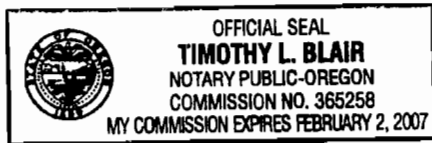
THE OLSEN FARMS FAMILY LIMITED PARTNERSHIP, an Oregon limited Partnership

DATED: Dec 28, 2005

Eleanor Ann Olsen  
By: ELEANOR ANN OLSEN  
Its: General Partner

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

On 28 Dec 2005, personally appeared the above-named ELEANOR ANN OLSEN and acknowledged the foregoing instrument to be her voluntary act. Before me:



Timothy L. Blair  
Notary Public for Oregon  
My Commission Expires: 2 FEB 2007

/// /// ///  
/// /// ///  
/// /// ///  
/// /// ///  
/// /// ///  
/// /// ///



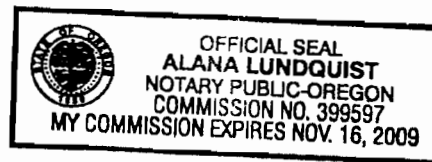
DATED: 12-29-05

Jeffrey D. Francis  
By: JEFFREY D. FRANCIS  
Its: General Partner

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas )

On December 29, 2005, personally appeared the above-named JEFFREY D. FRANCIS and acknowledged the foregoing instrument to be his voluntary act. Before me:

Alana Lundquist  
Notary Public for Oregon  
My Commission Expires: 11-16-09



**EXHIBIT A**

**Parcel One – Massey Farm**

**Polk County Assessor's Account No. 212795**  
**Map No. 9S-4W-22, Tax Lot 100 (164.21 acres)**  
**AND**  
**Polk County Assessor's Account No. 212274**  
**Map No. 9S-4W-15, Tax Lot 400 (270.44 acres)**

*Point of diversion  
and conveyance to  
Luckiamute River*

Beginning at a point 12.93 chains West from the Southeast corner of Section 16 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon, and running thence North 35.39 chains; thence East 42.04 chains; thence South 69.32 chains; thence West 48.63 chains; thence North 33.98 chains and thence East 6.77 chains to the place of beginning.

ALSO: Beginning at a 12.93 chains West and 35.38 chains North from the Southeast corner of Section 16 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; and running thence North 24 chains; thence East 42.04 chains; thence South 24 chains; and thence West 42.04 chains to the place of beginning.

ALSO: Lots Numbered Four (4) and Five (5) of Section 16, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon.

SAVE AND EXCEPT the following property sold to Willie A. Hoffman and Nora Lee Hoffman by deed recorded in Book 84, Page 467, Polk County Records: Beginning at a point which is on the west line of the and South 0°20'29" West a distance of 1284.96 feet from the northwest corner of the John B. Bounds Donation Land Claim No. 70 in Township 9 South and Range 4 West of the Willamette Meridian in Polk County, Oregon; and running thence North 89°57'07" West a distance of 470.86 feet; thence South 0°06'25" West 267.57 feet to the northerly right-of-way of County Road No. 949; thence South 67°33'35" East 32.48 feet; thence South 0°06'25" West 330.00 feet; thence leaving said right-of-way South 89°57'07" East 439.91 feet to the westerly line of said D.L.C. 70; thence North 0°20'29" East along said line 609.94 feet to the true place of beginning.

SAVE AND EXCEPT that portion of the above described tracts of land lying within the boundaries of public roads and highways.

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/// /// ///

**Parcel Two – Wells Farm**

**Polk County Assessor's Acct. No. 212977**

**Map No. 9S-4W-22, Tax Lot 804 (141.92 acres)**

Tract 1: Beginning at a point in the center of a County Road, said point being 17.180 chains North 0°12' West 3.134 chains North 89°48' West from the Southeast corner of the Alexander McCarty Donation Land Claim No. 64 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence North 89°48' West 55.327 chains to a point on the West line of said Claim; said point being 17.180 chains North of the Southwest corner of said Claim; thence South 17.180 chains to the Southwest corner of said Claim; thence South 89°48' East along the South line of said Claim 24.320 chains to the Northeast corner of Tract No. 1 of a tract of land conveyed to Leland Prather by deed recorded in Volume 168, Page 258, Deed Records for said County and State; thence South along the East line of said tract of land 24.523 chains to the North line of Tract No. 2 of said Volume 168, Page 258, thence North 89°54' East along the North line of said Tract No. 2, 13.75 chains; thence North 1°08' West 12.675 chains; thence North 87°41' East 0.818 chains; thence North 0°49' West 11.985 chains to a point 0.240 chains North 0°49' West of the South line of said McCarty Claim; thence South 87°53' East 7.140 chains to a point in the center of said County Road, said point also being on the South line of said claim; thence along the center of said County Road as follows, North 10°45' East 7.747 chains; thence North 31°33' East 5.640 chains; thence North 48°26' East 7.127 chains to the place of beginning.

SAVE AND EXCEPT: Beginning at a point which is 12 chains South from the northeast corner of Section 22 in Township 9 South, Range 4 West, Willamette Meridian, Polk County, Oregon, running thence East to the East boundary of the highway leading from Independence to Buena Vista; thence in a southwesterly direction following the East boundary of the highway 4.00 chains to a point intersecting the section line; thence North to the place of beginning.

Tract 2: Beginning at the northwest corner of the Reason B. Hall and wife Donation Land Claim, Claim No. 66, Notification No. 1621, in Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon; thence East 10.14 chains; thence South 24.648 chains; thence West 10.14 chains; thence North 24.74 chains to the place of beginning.

SAVE AND EXCEPT that portion of the above described tracts of land lying within the boundaries of public roads and highways.

**Parcel Three – Wells Farm**

**Polk County Assessor's Acct. No. 212836**

**Map No. 9S-4W-22, Tax Lot 500 (34.97 acres)**

A part of the Donation Land Claim of Reason B. Hall and wife, Not. No. 1621, Claim No. 66, in Township 9 South, Range 4 West of the Willamette Meridian, in Polk County, Oregon,

Page 5/9 STATUTORY WARRANTY DEED – Massey Farm, Wells Farm, Todd Farm,  
Nut Farm and Filberts

5-87874

beginning at a point 34.20 chains West of the Southeast corner of Alex B. McCarty and wife D.L.C. Not. No. 1588, Claim No. 64, and running thence South 24.59 chains; thence West 14.18 chains; thence North 24.65 chains to the North line of the said Hall D.L.C.; thence East 14.18 chains to the place of beginning.

**Parcel Four – Todd Farm**

**Polk County Assessor's Acct. No. 212782**  
**Map No. 9S-4W-21, Tax Lot 600 (96 acres)**

Beginning at the Northwest corner of the Carter T. Davidson Donation Land Claim No. 50 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon, and running thence South a distance of 46-½ rods; thence East a distance of 39.91 chains to the East boundary line of said Claim; thence North a distance of 46-½ rods to the Northeast corner of said Claim; thence West a distance of 7.73 chains to the Southeast corner of the Thomas L. Bounds Donation Land Claim no. 51 in said Township and Range; thence North along the East boundary line of said Bounds Claim a distance of 15.66 chains; thence West a distance of 31.93 chains; thence South a distance of 15.66 chains to the place of beginning.

SAVE AND EXCEPT any portion of the above tract of land lying within the boundaries of public roads and highways.

**Parcel Five – Nut Farm & Filberts**

**Polk County Assessor's Acct. No. 213664**  
**Map No. 9S-4W-27, Tax Lot 400 (119.52 acres)**

Beginning at the Southwest corner of the Southeast one-quarter (SE¼) of Section 27 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, and running thence East 9.16 chains; thence North 60 chains to the South line of the Northwest one-quarter (NW¼) of the Northeast one-quarter (NE¼) of said Section; thence West 20.375 chains; thence South 60 chains to the South line of said Section; thence East 11.215 chains to the place of beginning.

**Parcel Six – Nut Farm & Filberts**

**Polk County Assessor's Acct. No. 213635**  
**Map No. 9S-4W-27, Tax Lot 100 (119.78 acres)**

Being in the Donation Land Claim of Reason B. Hall No. 66 in Sections 22, 23, 26 and 27 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon, commencing at a point 2.00 chains West of the corner of Sections 22, 23, 26 and 27; thence West 28.84 chains; thence South 30.00 chains to the South boundary of the Donation Land Claim; thence East 47.84 chains to the bank of the Willamette River; thence down along the bank of said

Page 6/9

STATUTORY WARRANTY DEED – Massey Farm, Wells Farm, Todd Farm,  
Nut Farm and Filberts

S-87894

river 6.25 chains to the South line of the Town of Buena Vista; thence West 3.15 chains to the West line of alley in 5<sup>th</sup> Block South of Main Street and 3<sup>rd</sup> Block East of Meridian Street; thence North 11.17 chains; thence West 2.41 chains; thence North 6.24 chains; thence West 13.44 chains; thence North to the place of beginning, 6.35 chains.

\* See Parcel 6 - Supplement One - Page 9/9

SAVE AND EXCEPT: That portion of the above described tract of land conveyed to the following deeds: Warranty Deed to Clifford Clark and Judith M. Clark, husband and wife, executed on August 26, 1971, recorded at Volume 21, Page 353, Book of Records, Polk County, Oregon, on September 1, 1971, as corrected by deed rerecorded to correct Grantee's name at Volume 51, Page 462, Book of Records, Polk County, Oregon on November 21, 1973; Bargain and Sale Deed to Leo Drasdooff and May Drasdooff, husband and wife, executed on August 26, 1971 recorded at Volume 21, Page 354, Book of Records, Polk County, Oregon, On September 1, 1971; Warranty Deed to Clifford Clark and Judith M. Clark, husband and wife, executed on August 26, 1971, recorded at Volume 21, Page 355, Book of Records, Polk County, Oregon on September 1, 1971.

\*\* See Parcel 6 - Supplement Two - Page 9/9

**Parcel Seven - Nut Farm & Filberts**

**Polk County Assessor's Acct. No. 213581**

Polk County Acct. 213565

**Map No. 9S-4W-23C, Tax Lot 6400 (1.18 acres)**

Map 9S - 4W - 23C - TL 6300

Lots Numbered Five (5), Six (6) and Seven (7), Block Numbered Four( 4), South of Main Street and Three (3) East of Meridian Street in Buena Vista, Polk County, Oregon. Lots Numbered Two (2), Three(3) and Four (4) in Block Numbered Four (4), South of Main Street and Four (4) East of Meridian Street in Buena Vista, Polk County, Oregon. Lots Numbered Five (5), Six (6), Seven (7) and Eight (8) in Block Numbered Five (5), South of Main Street and Three (3) East of Meridian Street in Buena Vista, Polk County, Oregon. The West one-half(W 1/2) of Block Numbered Five (5), South of Main Street and Four (4) East of Meridian Street in Buena Vista, Polk County, Oregon.

ALSO: That portion of Three (3) East Street and Three (3) South Street vacated which passed to the ownership of the above described lots and blocks by operation of law.

SUBJECT TO: An easement to Mountain State Power Company recorded in Volume 142, Page 42, deed Records for Polk County, Oregon.

SUBJECT TO: The rights of the public and the State of Oregon in and to that portion of the above-described parcel of land lying below the ordinary high water mark of the Willamette River.

SAVE AND EXCEPT: That portion of the above described tract of land conveyed by the following deeds: Warranty Deed to Clifford Clark and Judith M. Clark, husband and wife, executed on August 26, 1971, recorded at Volume 21, Page 353, Book of Records, Polk County, Oregon, on September 1, 1971, as corrected by deed re-recorded to correct Grantee's name at

Page 7/9

STATUTORY WARRANTY DEED - Massey Farm, Wells Farm, Todd Farm,  
Nut Farm and Filberts

S-87894



Beginning at a 5/8 inch rod located at the northeast corner of the Olson Tract identified as Parcel 7 in Bargain and Sale Deed recorded in Volume 188 Page 92 of the Polk County Deed Records which point to the north line of the parcel described in deed recorded in Book 112 Page 769 of said deed records thence South 89°50'30" East along said north line 331.11 feet to a 5/8 inch rod on the west right of way line of State Highway 99; thence South 89°21' East along said west right of way line 15.19 feet to a point that is 15 feet southerly as measured perpendicular to said north line of said parcel described in Book 119 Page 769; thence North 89°50'30" West parallel with said north line 182.67 feet to the east line of said Olson Tract (part) thence North 81°42'30" East 17.60 feet to the Pole of Beginning XXXXXXXXXXXX

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\* Parcel 6 – Supplement One

TOGETHER WITH those portions which inure by law of Two South Street and Meridian Street vacated by order of the Board of County Commissioners of Polk County, Oregon, via Order Vacating Streets recorded November 7, 1969, as DV 220-657.

\*\* Parcel 6 – Supplement Two

SAVE AND EXCEPT that portion deeded to Raymond G. Hall and Helen E. Hall by Bargain and Sale Deed recorded March 21, 1977, at Volume 102, Page 2961, Polk County, Oregon,

S-87894

**MAIL TAX STATEMENTS TO:**  
Jeraldine M. Mulkey Living Trust  
13530 Corvallis Road  
Monmouth, OR 97361

**AFTER RECORDING RETURN TO:**  
Robert J. Saalfeld, Atty  
PO Box 470  
Salem, OR 97308

**WARRANTY DEED**

Jeraldine M. Mulkey, Grantor, conveys to Jeraldine M. Mulkey and Paul Mulkey, Trustees of the JERALDINE M. MULKEY LIVING TRUST DATED December 20, 1999, Grantee, an undivided one-half interest in the following described real property situated in the county of Polk, state of Oregon:

See Exhibit A attached hereto and made a part hereof.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

This deed is executed to partially fund a trust of Grantor, and the true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930."

WITNESS Grantor's hand this 20 day of December, 1999.

RECORDED IN OFFICIAL POLK COUNTY RECORDS  
LINDA DAWSON, COUNTY CLERK



45.00

00000634199918760003

199918760

11:34:00 AM 12/23/1999

RECORDING NO 1 - 1 CAPTAIN

WARRANTY DEED (165 ACRES/TRACT 1 - HOMEPLACE)  
H:\Docu\2000-3999\3516165ac-j.deed (12/199) (jy:kkd)

Jeraldine M. Mulkey  
Jeraldine M. Mulkey

1/3

S-87894



State of Oregon            )  
  ) ss.  
County of Marion         )

On this 20 day of December, 1999 personally appeared **Jeraldine M. Mulkey** and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Kristy K Daley  
Notary Public for Oregon  
My Commission Expires: 10-3-2001



EXHIBIT A.

Point of re-diversion  
and conveyance to  
place of use.

**TRACT 1 (Northerly tract)**

Beginning at the point of intersection of the centerline of the Luckiamute River with the North line of the Alexander Hodges Donation Land Claim No. 53, Notification No. 1716, Township 10 South, Range 3 West of the Willamette Meridian, Polk County, State of Oregon, Said point is recorded in Book 163 page 607, Polk County Deed Records as bearing West 9.88 chains from the Northeast corner of said Donation Land Claim; Thence West along the North line of said Donation Land Claim, 67.42 chains, more or less, to the Northwest corner of aforementioned Donation Land Claim No. 53; Thence South along the west line of said Donation Land claim 26.24 chains; Thence East 36.50 chains; Thence North 5.25 chains; Thence East 34.07 chains, more or less, to the centerline of the Luckiamute River; Thence Northerly along the centerline the Luckiamute River to the North line of the Alexander Hodges Donation Land Claim No. 53 and the point of beginning.

3/3

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2007-010014

RE-RECORDED TO CORRECT  
LEGAL DESCRIPTION



\$51.00

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06/25/2007 12:13:31 PM

REC-WD Cnt=1 Stn=1 K. WILLIAMS  
\$30.00 \$10.00 \$11.00

**STATUTORY WARRANTY DEED**

**UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO:**

**AFTER RECORDING,  
RETURN TO:**

Olsen Agricultural Company, Inc.  
8930 Suver Road  
Monmouth, Oregon 97361

Timothy L. Blair, P.C.  
806 S.W. Broadway  
Suite 800  
Portland, Oregon 97205

THE OLSEN FARMS FAMILY LIMITED PARTNERSHIP, an Oregon limited partnership, **Grantor**, conveys and warrants to OLSEN VINEYARD COMPANY, LLC, an Oregon limited liability company, **Grantee**, the real property described on the attached **Exhibit A**, located in part in Polk County, Oregon, and in part in Benton County, Oregon.

SUBJECT TO: All liens and encumbrances of record or apparent on the property by inspection.

The true and actual consideration for this conveyance consists of or includes other property or value given as provided which is the whole consideration.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantee at the time Grantor acquired such property. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Page 1 *fu* STATUTORY WARRANTY DEED

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2007-016736



\$56.00

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10/31/2007 11:14:58 AM

REC-COR Cnt=1 Stn=1 K. WILLIAMS  
\$30.00 \$10.00 \$11.00 \$5.00

S-87894

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

**GRANTOR:**

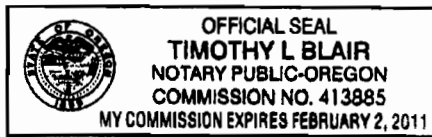
THE OLSEN FARMS FAMILY LIMITED PARTNERSHIP, an Oregon limited Partnership

DATED: Mar 7, 2007

Eleanor Ann Olsen  
By: ELEANOR ANN OLSEN  
Its: General Partner

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

On 7 MAR 2007, personally appeared the above-named ELEANOR ANN OLSEN and acknowledged the foregoing instrument to be her voluntary act. Before me:



Timothy L Blair  
Notary Public for Oregon  
My Commission Expires: 2/2/2011

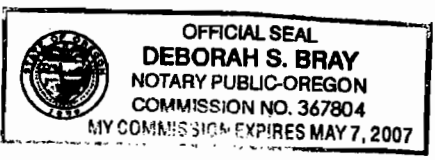
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DATED: 4-6-07

*Jeffrey D. Francis*  
By: JEFFREY D. FRANCIS  
Its: General Partner

STATE OF OREGON            )  
  ) ss.  
County of Clatsop        )

On April 6, 2007, personally appeared the above-named JEFFREY D. FRANCIS and acknowledged the foregoing instrument to be his voluntary act. Before me:



*Deborah S. Bray*  
Notary Public for Oregon  
My Commission Expires: 5-7-2007

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EXHIBIT A

**Parcel One – Homeplace**

Place of Use

**Polk County Assessor's Account No. 214690  
Map No. 10S-4W-4, Tax Lot 200 (317.92 acres)**

Commencing at the Northeast corner of the Donation Land Claim of Amon Pyburn and wife, Notification No. 1722, Claim No. 67 in Township 10 South, Range 4 West of the Willamette Meridian, and running thence West 57.93 chains, thence South 1° 9' East 20.78 chains, thence East 57.58 chains, thence North 20.78 chains to the place of beginning. ALSO, beginning 37 chains North of the Southeast corner of said Pyburn and wife Donation Land Claim, thence West 32.80 chains, thence South 25.54 chains to the center of Soap Creek, thence up the center of Soap Creek to the South line of John Wolverton's land (this Wolverton's land being a portion of the Donation Land Claim of Mrs. A. Pyburn); thence East 10.80 chains, thence North 9.80 chains, thence East 57.30 chains, thence South 25.00 chains to the place of beginning, situated in the County of Polk, State of Oregon; SUBJECT to rights of the public in and to any portion of said property lying within the boundaries of roads and highways; and SUBJECT to an easement for a power line in favor of the United States of America Bonneville Power Administration.

**Parcel Two - Robinson Place**

**Benton County Assessor's Account No. 004949  
Map No. T10-R4-S7, Tax Lot 1000 (219.75 acres)**

**AND**

**Benton County Assessor's Account No. 021299  
Map No. T10-R5-S12, Tax Lot 800 (24.40 acres)**

**AND**

~~**Polk County Assessor's Account No. 214830  
Map No. T10-R4-S6, Tax Lot 200 (149.64 acres)**~~

Beginning at a 5/8" iron rod which is recorded, as being S. 49°48' E. 24.487 chains S. 27°23' W. 350.3 ft. and S. 62°37' E. 100 ft. from the North quarter section corner of Section 12 T. 10 S., R. 5 W., W.M. in the John Wiles D.L.C. 42 T. 10 S., R 5 W., W.M.; thence No. 27°27' E. parallel to and 100 ft. easterly, when measured at right angles, of the east line of that parcel described in deed recorded in Book 181, Page 163, Benton County Deed Records 424.55 ft. to a 5/8" iron rod; thence N. 50°27' E. 1434.41 ft. to a 5/8" iron rod; thence S. 80°44½' E. 586.41 ft. to a 5/8" iron rod; thence No. 56°44' E. 452.19 ft. to a 5/8" iron rod; thence No. 35°46' E. 682.29 ft. to a 5/8" iron rod; thence N. 31°42½' E. 849.07 ft. more or less to the north line of that parcel described in deed recorded in Book 119, Page 769, said deed records; thence easterly along the north line of said last mentioned parcel 1514.05 ft. more or less to the west line of the State Highway, thence southerly along the west line of said Highway to a point which is 882.62 ft. N. 3°48½' E. of a bolt referred to as being 29.25 chains west and S. 4°45' W. 1900 ft. from the east quarter section corner of Section 7 T. 10 S., R. 4 W., W.M. Benton County, Oregon, said point is

also referenced by an iron rod which is N. 3°48½' E. 30.01 ft; thence N. 86°47½' W. 1249.39 ft; thence S. 89°16' W. 2253.91 ft; thence N. 62°30' W. 283.83 ft. to the east line or southerly extension thereof of that 60 acre parcel sold to Richard G. Kelso, et ux; thence along the lines of said lateral parcel N. 27°28' E. 1293 97 ft.' and N. 62°36½' W. 2060.0 ft. to the point of beginning. Containing 390.70 acres, more or less.

**SUBJECT TO:** Easements of record including, but not limited to the following: Grant of a 40 foot strip of land along the Easterly line of said premises to the State of Oregon from Mary B. Wiles et all to State of Oregon, recorded December 1,1933 in Book 86, Page 469, Deed Records; Grant to an easement to construct and maintain an electric transmission line to Benton-Lincoln Electric Cooperative, Inc., a corporation, recorded August 8, 1941 in Book 98, Page 471 (b), Deed Records. Grant to an easement to construct and maintain an electric transmission line to Benton-Lincoln Electric Cooperative, Inc., a corporation, recorded August 8, 1941 in Book 98, Page 473 (A), Deed Records.

**ALSO,** subject to rights of the public in and to that portion of said property included in public roads.

**ALSO,** provision in deed from Robison to Kelso recorded in Book 192, Page 65, Benton County Records, to wit: In the event the grantors, their successors and assigns, as owners of the property adjoining the East line of the parcel hereby conveyed, develop or construct a public road within 100 feet of said East line, they agree to chemically treat said road to prevent dust and resultant damage to the grantees and their property conveyed by this deed.

**Parcel Three – Robinson Place**

**Polk County Assessor's Account No. 223317  
Map No. T10-R5-S1, Tax Lot 601 (14.20 acres)**

Beginning at a point which is North 89°22' East 1201.70 feet from the North West corner of the Donation Land Claim of John Wiles and wife, being Claim No. 42 in Township 10 South, Range 5 West of the Willamette Meridian, and beginning also being the quarter corner of Sections 14 and 12 in Township 10 South, Range 5 West of the Willamette Meridian, thence North 83°05' East 1300.00 feet on the South line of the Donation Land Claim of Jesse L. Bound and wife, being Claim No. 56 in Township 10 South, Range 5 West, said point lying 833.49 feet West of the Southeast corner of said claim, thence North along the East line of said Claim No. 56 and 1/2 inch iron rod at the North West corner of the last parcel described in the deed recorded in Volume 181, Page 40, Book Columbia, Oregon, Deed Records, thence Easterly along the North line line of said parcel the corner is marked by a 1/2 inch iron rod, thence North 89°50' West 1314.05 feet from a 5/8 inch iron rod at the intersection of the Eastern extension of said fence with the West side of the State Highway 99W, thence South 81°42' West 849.87 feet to a 5/8 inch iron rod, thence South 86°46' West 682.29 feet to a 5/8 inch iron rod, thence South 56°44' West 452.19 feet to a 5/8 inch iron rod, thence North 80°44' West 586.41 feet to a 5/8 inch iron rod, thence South 50°27' West 1430.41 feet to a 5/8 inch iron rod, thence South 27°27'

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West 424.55 feet to a 5/8 inch iron rod, thence South 77° 23' West 126.85 feet to a 5/8 inch iron rod at the edge of County Road 3904; thence West 100 feet along the edge of said road to a 5/8 inch iron rod, thence North 27° 23' East 24.51 feet to a 1/2 inch iron rod, thence North 49° 48' West 24.48 feet to the place of beginning, being the Polk County and the British Columbia Oregon.

EXCEPT THEREFROM THE FOLLOWING: Beginning at the point where the County line between Polk and Benton Counties said point being South 49° 48' East a distance of 1616.24 feet from the Southwest corner of the Southeast quarter of Section 1, Township 10 South, Range 5 West of the Willamette Meridian running thence North 49° 48' West a distance of 1616.24 feet to said Southwest corner, thence North 90° 0' East along the West line of said Section 1 to the North-South line of the Jessie B. Bondy Donation and Claim No. 56 thence East 536.88 feet to the Southeast corner of said Donation and Claim No. 56 thence North 60° 0' along the East line of said Donation and Claim No. 56 to the North line of said Lot 4 thence South 89° 46' East to a point North 27° 23' East of the place of beginning, thence South 27° 23' West to the true place of beginning.

SAVE AND EXCEPT any portion of the above described tract of land lying within the boundaries of the public roads and highways.

SUBJECT TO all liens and claims affecting said property.

AND

Polk County Assessor's Account No. 214830.  
Map No. T104R4-S6, Tax Lot 501 (140.64 acres)

PARCEL 2, PARTITION PLAT 1998-0020



**Attachment 5**  
**Land Use Information Form**  
Application for a Water Use Permit – Olsen Agriculture

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# Land Use Information Form



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

## NOTE TO APPLICANTS

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

**This form is NOT required if:**

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

## NOTE TO LOCAL GOVERNMENTS

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

# Land Use Information Form



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

Applicant: Olsen Agriculture Enterprises (Roger Olsen) \_\_\_\_\_  
First Last

Mailing Address: 8930 Suver Road \_\_\_\_\_

Monmouth OR 97361 Daytime Phone: (503) 932-7307  
City State Zip

## 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:
9 & 10 S	4 W	See	attached	map		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Polk 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 Ground Water Registration Modification  
 Limited Water Use License   
  Allocation of Conserved Water   
  Exchange of Water

Source of water:  Reservoir/Pond   
 Ground Water   
 Surface Water (name) Willamette Basin Federal Storage Project

Estimated quantity of water needed: 278.5   
 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:

The Applicant is requesting a water use permit for supplemental irrigation to irrigate the proposed place of use with stored water. The Applicant will receive stored water from the Willamette Basin Federal Storage Project, under its existing contract with the Bureau of Reclamation.

**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.

# 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**

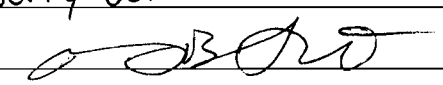
Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): PCZO 136.030(A)

Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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

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

*New non-structural floodplain development and/or vegetation removal in a floodplain or riparian area may require additional permitting.*

Name: Jerry Sorte Title: Planning Manager  
 Signature:  Phone: 503-623-9237 Date: 4/18/13  
 Government Entity: Polk County

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



**Receipt for Request for Land Use Information**

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



**Water Solutions, Inc.**

April 30, 2013

Tim Wallin  
Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301

Re: Water Right Application - Olsen Agriculture Enterprises

*Tim*  
Dear Mr. ~~Wallin~~:

The enclosed permit application to appropriate stored surface water is being submitted on behalf of Olsen Agriculture Enterprises. Also enclosed is the required fee of \$1,559, which was calculated as follows:

- \$400 - Base Fee
- \$500 - Rate Fee of \$25/acre-foot (or fraction thereof) for first 20 acre-feet
- \$259 - Rate Fee of \$1/acre-foot (or fraction thereof) for 259 addition acre-feet
- \$400 - Permit Recording Fee

Total = \$1,559

Olsen Agriculture is requesting a permit to appropriate surface water from the Willamette Basin Storage Project under its existing contract. The water will be diverted at an existing point of diversion on the Willamette River, piped to the Luckiamute River, conveyed downstream to the existing point of re-diversion, and then piped to the place of use.

If you have any questions about the enclosed materials, please contact me at 541-753-0745 extension 203 or by e-mail at [KGrigsby@gsiws.com](mailto:KGrigsby@gsiws.com).

Sincerely,

Kimberly Grigsby  
Senior Water Resources Consultant  
GSI Water Solutions, Inc.

Enclosures

Cc: Roger Olsen, Olsen Enterprises

# Application for a Permit to Use Surface Water



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

## 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 ([www.oregon.gov/owrd/law\\_owr](http://www.oregon.gov/owrd/law_owr)). 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 \$200. 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](http://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 \$300.00 for the applicant and \$600.00 for non-applicants. Protests are filed on approximately 10% 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.

# 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.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- SECTION 8: within a district
- SECTION 9: remarks

### Attachments:

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- Land Use Information Form with approval and signature (*must be an original*) or signed receipt (*See Attachment 5*)
- 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. (*See Attachment 4*)
- Fees - Amount enclosed: \$ 1,559  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.

### Provide a map and check that each of the following items is included:

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- 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 well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- 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)
- Other: