

Oregon Water Resources Department 725 Summer Street NE, Suite A Salem Oregon 97301-1271 (503) 986-0900 www.wrd.state.or.us Application for a Permit to 187122 Store Water in a Reservoir (Standard Review)

Standard Review Process (ORS 537): You must use this form for any reservoir storing more than 9.2 acre-feet and with a dam more than 10 feet high.

Use a separate form for each reservoir. However, to obtain authorization for multiple reservoirs, multiple forms may be combined into one application if filed at the same time.

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. A summary of review criteria and procedures that are generally applicable to these applications is available at <u>www.wrd.state.or.us/OWRD/PUBS/forms.shtml</u>

# **1. APPLICANT INFORMATION**

Applicant	: Meduri Farms, Inc Joseph First			Last	<u></u>
Mailing A	ddress: PO Box 636				
	Dallas	Oregon		97338	3
	City	State		Zip	
Phone:		503-623-030	)8		
	Home	Work		Other	-
*Fax:	503-623-0726	*E-Mail Address:	joe@medurifarr	ns.com	
a tributar	CE OF WATER for the prop y of <u>Neil Creek</u> posed use an enlargement of a	in existing dam/reservoir?			VED
If the rese	ervoir is not in channel of a str	eam, state how it is to be fill	lled:	the production of the system is a	
Reservoir	is on channel.			MAR 13	2014
				WATER RESOUF SALEM, OR	
		For Department Use			
App. N	0. <b>R-87965</b> Po	ermit No.	Date		

Last updated: 8/8/2011

# 3. DAM HEIGHT AND COMPOSITION

The maximum height of the structure will be 23 feet above streambed or ground surface at the centerline of the crest of the dam.

Note: If your dam height is greater than or equal to 10.0' above land surface AND your reservoir will store equal to or greater than 9.2 acre-feet, engineered plans and specifications must be approved prior to storage of water.

The dam will be (check one): • Earthfill • Concrete • Flash board • O Other

If "other" give description:

# 4. PRIMARY OUTLET WORKS

Describe the location and the dimensions of the outlet conduit through the dam:

Outlet conduit to be 8" dia connected to a 24" dia through the dam near the centerline.

NOTE: Most dams across a natural stream channel will need an outlet conduit having a minimum diameter of 8 inches or greater.

# 5. EMERGENCY SPILLWAY

Describe the location and the dimensions of the spillway channel:

Spillway is at south end of dam. Bottom width = 12'. Side Slopes = 4:1. Depth of spillway = 2.8'

6. THE USE(s) of the impounded water will be:

Irrigation



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WATER RESOURCES DEPT SALEM, OREGON

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Storage Water/2

7. THE AMOUNT OF WATER to be stored is:	acre-feet
The area submerged by the reservoir, when filled, will be4.6	acres.
8. PROJECT SCHEDULE: (List Month and Year)	
Proposed date construction work will begin:July 2014	
Proposed date construction work will be completed: November 2014	
Proposed date water use will be completed: October 1, 2016	
Is this project fully or partially funded by the American Recovery and Reinvestment Act? (Federal s	stimulus

### 9. PROPERTY OWNERSHIP

dollars) O Yes O No

Do you own all the land where you propose to divert, transport, and use water?

**O** Yes (*Please check appropriate box below then skip to section 10*)

- There are no encumbrances
- This land is encumbered by easements, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s))
- No (Please check the appropriate box below)

I have a recorded easement or written authorization permitting access.

- I do not currently have written authorization or an 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).

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

List the names and mailing addresses of all affected landowners:

E HAROLD SCHIPPOREIT RLT 50% & GRACE E SCHIPPOREIT RLT 50% 4455 27th Avenue SE Salem, OR 97302



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\* Attach additional sheet(s) if necessary.

10. MAP REQUIREMENTS The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section and quarter/quarter section of the proposed reservoir location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.



# **11. SIGNATURE**

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.
- 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 canceled.
- 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 certify that the information I have provided in this application is an accurate representation of the proposed water use and is true and correct to the best of my knowledge:

<u>3-4-14</u> Date **Applicant:** nature (If more than one applicant, all must sign.)

#### Before you submit your application be sure to:

- Answer each question completely.
- Attach a legible map that includes township, range, section, quarter/quarter and tax lot.
- Include a Land Use Information Form or receipt stub signed by a local official.
- Include the legal description of all the property involved with this application. You may include a copy of your deed land sales contract or title insurance policy to meet this requirement.
- Include a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at <u>www.wrd.state.or.us</u> or call (503) 986-0900.

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SEND TAX STATEMENTS TO: Unchanged AFTER RECORDING, RETURN TO: Evans + Batlan, Attorneys at Law 969 - 13th St. SE Salem, OR 97302

ASSIGNMENT OF BUYER'S INTEREST	AND
MODIFICATION AGREEMENT OF	
LAND SALES CONTRACT	

DATE:

Requested By: paul 11/01/2013

anuary 2013

PARTIES:

Seller: E. HAROLD SCHIPPOREIT and GRACE E. SCHIPPOREIT, Cotrustees of the E. HAROLD SCHIPPOREIT REVOCABLE LIVING TRUST, dated October 21, 1998; and GRACE E. SCHIPPOREIT and E. HAROLD SCHIPPOREIT, Cotrustees of the GRACE E. SCHIPPOREIT REVOCABLE LIVING TRUST, dated October 21, 1998

Buyer/Assignor: MARIO C. MEDURI

Guarantor/Assignee: JOSEPH J. MEDURI

### **RECITALS:**

On April 30, 2008, the parties entered into a Land Sale Contract, a Memorandum of which was Α. recorded on May 1, 2008, in Reel 2948, Page 243, in Marion County, Oregon ("Contract"), on the subject real property commonly known as 8501 Jackson Hill Road SE, Salem, Oregon ("Property"), more particularly described as:

Beginning at the quarter section between Section 34 and 35, Township 8 South, Range 3 West of the Willamette Meridian on the East line of said Section; running thence North 20.08 chains; thence East 56 links to the center of the County Road leading from the Salem, Oregon to Jefferson, Oregon; thence South 11° 30' East 12.35 chains along the center of said County Road to a point; thence South 1° East along the center of said County Road 14.34 chains to a point; thence South 7° 15' East along the center of said County Road 4.34 chains to a point; thence South 13° West along the center of said County Road to a point 11.945 chains South and 3.30 chains East of the quarter corner between said sections 34 and 35; thence West parallel with the North line of the Southeast Quarter of said Section 34, 43.30 chains to the West line of said quarter sections; thence North 11.945 chains to the Northwest corner of said quarter section; thence East along the North line of said quarter section to the point of beginning. Tax Account No. R33378.

The obligations and duties of Buyer/Assignor thereunder were unconditionally guarantied by Β. Guarantor/Assignee.

There is currently owing to Seller thereon the sum of \$560,941.95 with interest at the rate of 7% per C.

PAGE 1.

ASSIGNMENT AND MODIFICATION AGREEMENT

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annum from January 27, 2012.

D. The entire balance of principal and interest is due in full on or before February 1, 2013.

E. Buyer/Assignor desires to transfer all of his right, title, and interest in the Contract and real property to Guarantor/Assignee; further, they desire to modify the terms of said Contract; Seller is willing to cooperate on the terms and conditions set forth below.

#### AGREEMENT:

quested by, paul 11/01/201.

In consideration of the mutual covenants contained herein and in consideration of Seller's forbearance from foreclosure, the parties agree as follows:

1. **Recitals.** The parties reassert, acknowledge, and include as part of this Agreement the Recitals set forth above.

2. Assignment. Buyer/Assignor hereby conveys and assigns all right, title, and interest in the Contract and the Property to Guarantor/Assignee, who personally and unconditionally assumes all duties and responsibilities therein. The rights and responsibilities of the Guarantor/Assignee shall now be those of the Buyer in the Contract, and Buyer/Assignor shall have no further claim to any interest in the Contract or the Property.

3. Modified Terms. The terms and provisions of the Contract are modified as follows:

- a. On or before February 1, 2013, Buyer shall pay Seller an annual payment of \$55,641.51.
- b. The interest rate shall change, effective February 2, 2013, reducing from 7% to 4% per annum.
- c. The remaining balance shall be fully amortized over three years, with payments due as follows:
  - i. On or before February 1, 2014, Buyer shall pay Seller \$196,441.09;
  - ii. On or before February 1, 2015, Buyer shall pay Seller \$196,441.09; and
  - iii. On or before February 1, 2016, Buyer shall pay Seller the remaining balance in full, both principal and interest.

4. Admission of Debt. All parties hereby acknowledge that the Contract is a valid and enforceable obligation, due and payable in full without defenses, setoff or counterclaim of any kind.

5. Release. Buyer/Assignor and Guarantor/Assignee, for themselves, their successors, heirs, executors, administrators and assigns, hereby release, acquit and forever discharge Seller and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives, and assigns from any and all claims, demands, rights, damages, costs, expenses, loss of services, compensation, actions and causes of action arising from or related to the Contract, including, but not limited to, violation of any law, fraud, nondisclosure, or misrepresentation which they might have as of the date of execution of this

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Agreement, whether known or unknown, foreseen or unforeseen, liquidated, contingent or matured, including, without limitation, any damages and the consequences thereof resulting or to result from the events described or referred to in the above Recitals (including actual matters now unknown which may hereafter give rise to causes of action which are presently unknown, unanticipated, or unsuspected).

6. **General Provisions.** 

я Kathleen A. Evans, of Evans & Batlan, Attorneys at Law, represents Seller only. Buyer/Assignee and Guarantor/Assignor have directed Seller to draft this document as it reads, and they acknowledge that they have the right to receive independent legal advice with regard to their rights or asserted rights arising out of the matters described in this document, and also with regard to the advisability of making and executing it; they further acknowledge that they have not relied upon any statement or representation, oral or written, made by Seller as to the facts involved in this controversy or as to any of the rights of the parties to this Agreement. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically NOT be applicable to the interpretation of this Agreement.

b. Buyer/Assignor and Guarantor/Assignee hereby expressly assume the risk of any mistake of fact and of any facts proven to be other than or different from the facts now known to any of the parties to this Agreement or believed by them to exist. It is the expressed intent of the parties to this Agreement to settle and adjust, finally and forever, without regard to who may or may not be correct in any understanding of the fact or law relating thereto, this controversy.

c. In the event any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in that proceeding, or any appeal thereof, in addition to the costs and disbursements allowed by law.

This Agreement incorporates all negotiations of the parties and is the final written expression d. and agreement of the parties with respect to the subject matter of this Agreement.

e. This Agreement is a revision only, and not a novation, and except as expressly provided otherwise in this Agreement, nothing herein shall in any way impair, alter, waive, annul, vary or affect any term, provision, condition, covenant, right, power, or remedy contained in the Contract documents, it being the intent of the parties that the terms, provisions, conditions, covenants, rights, powers and remedies contained therein continue in full force and effect except as expressly modified by the terms of this Agreement or expressly superseded by additional documents executed in connection with this Agreement, if any.

#### SELLER

PAGE 3.

E. HAROLD SCHIPPOREIT REVOCABLE LIVING TRUST, dated October 21, 1998; and GRACE E. SCHIPPOREIT REVOCABLE LIVING TRUST, dated October 21, 1998

Entar old Schupp oruit By: E. Harold Schipporeit, Trustee

By: Grace E. Schipporeit, Trustee

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ASSIGNMENT AND MODIFICATION AGREEMENT

BUYER/ASSIGNØR **GUARANTOR/ASSIGNEE** Mario C. Meduri Joseph J. Med STATE OF OREGON, County of Marion ) ss. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_ 2013, by E. Harold Schipporeit and Grace E. Schipporeit, as Trustees. OFFICIAL SEAL Notary Public for Oregon KELLY J MILLER NOTARY PUBLIC - OREGON My Commission Expires: COMMISSION NO. 436077 MY COMMISSION EXPIRES MAR. 10, 2013 STATE OF OREGON, County of Marion ) ss. day of The foregoing instrument was acknowledged before me this 2013, by Mario C. Meduri. OFFICIAL SEAL ry Public for Oregon Nota KELLY J MILLER NOTARY PUBLIC - OREGON 3 My Commission Expires: COMMISSION NO. 436077 MY COMMISSION EXPIRES MAR. 10, 2013 STATE OF OREGON, County of Marion ) ss. The foregoing instrument was acknowledged before me this  $\mathcal{AO}$ day of 2013, by Joseph J. Meduri. OFFICIAL SEAL KELLY J MILLER NOTARY PUBLIC - OREGON Notary Public for Oregon 3 M Commission Expires: COMMISSION NO. 436077 MY COMMISSION EXPIRES MAR. 10, 2013 1.28.13 10:21 P:/WORDDOC/EST/WC/client Documents/Schipporeit, Harold and Grace/Meduri Contract Modification/Modification Agreement 2.wpd RECEIVED MAR 1 3 2014 WATER RESOURCES DEPT SALEM, OREGON PAGE 4. ASSIGNMENT AND MODIFICATION AGREEMENT

# **REEL: 3467**

Requested By: paul 11/01/2013

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# **PAGE: 338**

# January 29, 2013, 10:52 am.

CONTROL #: 331944

State of Oregon County of Marion

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

FEE: \$ 56.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

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Oregon Department of Water Resources 725 Summer Street NE, Suite A Salem, Oregon 97301

#### Re: APPLICATION TO STORE WATER IN A RESERVOIR **JOSEPH J. MEDURI MEDURI FARMS**

We, E. Harold Schipporeit and Grace E. Schipporeit, as Cotrustees of the E. Harold Schipporeit Revocable Living Trust dated October 21, 1998 and as Cotrustees of the Grace E. Schipporeit Revocable Living Trust dated October 21, 1998, are the sellers of a piece of property being acquired by Joseph J. Meduri by an ASSIGNMENT OF BUYER'S INTEREST AND MODIFICATION OF LAND SALES CONTRACT recorded in Reel 3467, Page 338 of the Marion County Deed Records. Said property is identified as Marion County Tax Account Number R33378 and Marion County Assessor's Map No. 083W34-01000, and is located at 8501 Jackson Hill Road SE, Salem, OR.

We are aware that Mr. Meduri is making application to the Oregon Water Resources Department for a permit to Store Water in a Reservoir on said property and we support his application.

Sincerely,

Harold Schipper d

Grace E. Schipporeit

×.,

 $\frac{12/19/13}{Date}$ 



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Department of Fish and Wildlife

Fish Division 4034 Fairview Industrial Drive SE Salem, OR 97302 503-947-6200 Fax: 503-947-6202 www.dfw.state.or.us

January 22<sup>nd</sup>, 2014



Greg Fries EGM, LLC PO Box 429 Dundee, OR 97115

Corbey Boatwright Boatwright Engineering, Inc 2613 12<sup>th</sup> Street SE Salem, OR 97302

Re: Fish Passage Exemption at Unnamed Tributary of Neil Creek; Exemption Application # E-02-0028

Dear Mr. Fries and Mr. Boatwright,

The application (# E-02-0028; cover sheet attached) for a fish passage exemption request for an existing dam on an unnamed tributary to Neil Creek located near South Salem, has been approved by the Oregon Department of Fish and Wildlife (ODFW) pursuant to ORS 509.585(9)(a)(C) and OAR 635-412-0025(4)(c) and (10)(aA). Therefore, you do not have to provide fish passage at this location on the unnamed tributary. An appreciable benefit analysis performed by ODFW Mid Willamette District staff showed that providing fish passage at this site would not result in an appreciable benefit to native migratory fish. Please note that this exemption is valid until the next triggering event occurs (construction, abandonment, fundamental change in permit status). Also, if conditions change in the future to the extent that providing passage at this site results in an appreciable benefit to native migratory fish, this exemption can be revoked (ORS 509.585(9)(a)(C)(b) and (OAR 635-412-0025(6)), and fish passage will need to be addressed.

Please keep a copy of this fish passage exemption approval letter with the attachment as a record of the fish exemption approval. Please contact me at 503-947-6256 if you have any questions regarding this fish passage exemption approval letter.

Sincerely,

Ken Loffink Assistant Fish Passage Coordinator

cc: Greg Apke, ODFW Alex Farrand, ODFW Elise Kelley, ODFW Project File: E-02-0028

R-0776



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# **OREGON DEPARTMENT OF FISH AND WILDLIFE**

# Fish Passage EXEMPTION Application

• Use this form if a waiver has already been granted for the artificial obstruction for which an Exemption is being requested, fish passage mitigation has already been provided for the artificial obstruction, or if there would be no appreciable benefit for native migratory fish if passage were provided at the artificial obstruction.

• Use the "Fish Passage WAIVER Application" if providing fish passage at the artificial obstruction would benefit native migratory fish. • If you unlock and re-lock this Form, information already entered may be lost in certain versions of MS Word.

**APPLICANT INFORMATION** The Applicant must be the owner or operator of the artificial obstruction for which an Exemption is sought.

ORGANIZATION/APPLICANT: CONTACT: ADDRESS: CITY: PHONE: FAX: E-MAIL ADDRESS:	Greg Fries PO Box 429 Dundee 503-538-3199	TITLE: State:			97115	
SIGNATURE:				DATE:		
OWNER (if different than Applicant):						
CONTACT: ADDRESS:		TITLE:				
CITY: PHONE:		STATE:		ZIP:		
FAX: E-MAIL ADDRESS:						
SIGNATURE: Signature indica	tes that you understand and do not dispute th	nis request.		DATE:		
APPLICATION COMPLETED BY TITLE:	(if different than Applicant): Corbe Owner	y Boatwr	ight, F	PE, LS, C	WRE	
ORGANIZATION: Address: City:	Boatwright Engineering, Inc 2613 12th Street SE Salem	STATE:	OR	Zıp:	BECE	NED
PHONE: Fax: E-Mail Address:	503-363-9225 503-363-1051 corbey@boatwrightengr.com				MAR 13	2014
SIGNATURE:				DATE:	WATER RESOU SALEM, OF	RCES DEPT REGON
To Be	Completed by ODFW Fish Pass	age Coord	dinato	<b>p</b>		1
APPLICATION #: F-02-	- 002A	DATE R	ECEIV	ED: 5/	9  13	
FILE NAME: Duck Pond	Exemption - Unumed	Trib.	of	Nert	Crek	
Approved X Signat Denied I Title:	URE: <u>KJ Toppe</u> Assistant Fren Pesse	in ge (m	dre	_ DATE	:: <u>  22  4</u>	

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# jeanne@boatwrightengr.com

From:	"Alex Farrand" <alex.farrand@state.or.us></alex.farrand@state.or.us>
Date:	Friday, January 31, 2014 12:04 PM
To:	"Jeanne Boatwright" < jeanne@boatwrightengr.com>
Cc:	"Elise X Kelley" <elise.x.kelley@state.or.us></elise.x.kelley@state.or.us>
Subject:	RE: Questions about another Exemption

#### Jeanne,

Since this appears to be close to the source spring (according to your map) and our determination has been that there is no fish habitat upstream of Jackson Hill Rd, fish passage does not need to be considered in the design of the pond. We will most likely need to formally review it at some point in the water right application process, but this determination can be stated on our review, and then there will be no further issues.

# Alex Farrand

Fish Biologist - ODFW South Willamette District Office 7118 NE Vandenberg Ave. Corvallis, OR 97330 Ph: 541-757-5239 fax: 541-757-4252

From: jeanne@boatwrightengr.com [mailto:jeanne@boatwrightengr.com]
Sent: Wednesday, January 29, 2014 3:18 PM
To: Alex Farrand
Subject: Questions about another Exemption

Alex,

I have attached a copy of a Google-earth map. It shows the location of the EGM, LLC reservoir that just received the fish passage exemption. Another client, Meduri Farms, has come to us and asked about constructing an onchannel reservoir upstream about 1/4 mile from the tail of the EGM reservoir. What will they need to do, in light of the exemption being granted downstream? Any info you can provide would be helpful.

Jeanne

Boatwright Engineering, Inc. 2613 12th Street SE Salem, Oregon 97302 ph: 503-363-9225 FAX: 503-363-1051

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1/31/2014



# Oregon Water Resources Department Land Use Information Form

#### 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) only the place of use is proposed for change;
  - b) there are no structural changes;
  - c) the use of water is for irrigation; and
  - d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant:	Meduri Farms, First	Inc		Las	t
Mailing Address: _	PO Box 636				
	3	OR	97338 Zip	Daytime Phone:	503-623-0308

# 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 servicearea boundaries for the tax-lot information requested below.

Township	Range	Section	Y4 Y4	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)		Water to be:		Proposed Land Use:
8S	3W	34	NE/SE	83W34-1000	Prime Ag/EFU	Diverted	Conveyed	📕 Used	Farming
8S	3W	35	NW/SW	83W34-1000	Prime Ag/EFU	Diverted	Conveyed	Used	Farming
						Diverted	Conveyed	🗋 Used	
						Diverted	Conveyed	Used Used	

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

Marion County
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# **B. Description of Proposed Use**

Sype of application to be filed with the Water Resources Department:       WATER RESOURCES DEPT         SALEM, OREGON       SALEM, OREGON         Limited Water Use License       Allocation of Conserved Water       Exchange of Water							
Source of water: Reservoir/Pond Ground Water Surface Water (name) Unnamed Creek							
Estimated quantity of water needed: 41 □ 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:							
A storage reservoir to provide irrigation water for blueberry crop.							

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



# 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

X 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): the initialize MCC1M. 136

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:		
		Denied	<ul> <li>Being Pursued</li> <li>Not Being Pursued</li> </ul>	
		Denied	<ul> <li>Being Pursued</li> <li>Not Being Pursued</li> </ul>	
		Denied	<ul> <li>Being Pursued</li> <li>Not Being Pursued</li> </ul>	
		Denied	<ul> <li>Being Pursued</li> <li>Not Being Pursued</li> </ul>	
		Denied	<ul> <li>Being Pursued</li> <li>Not Being Pursued</li> </ul>	

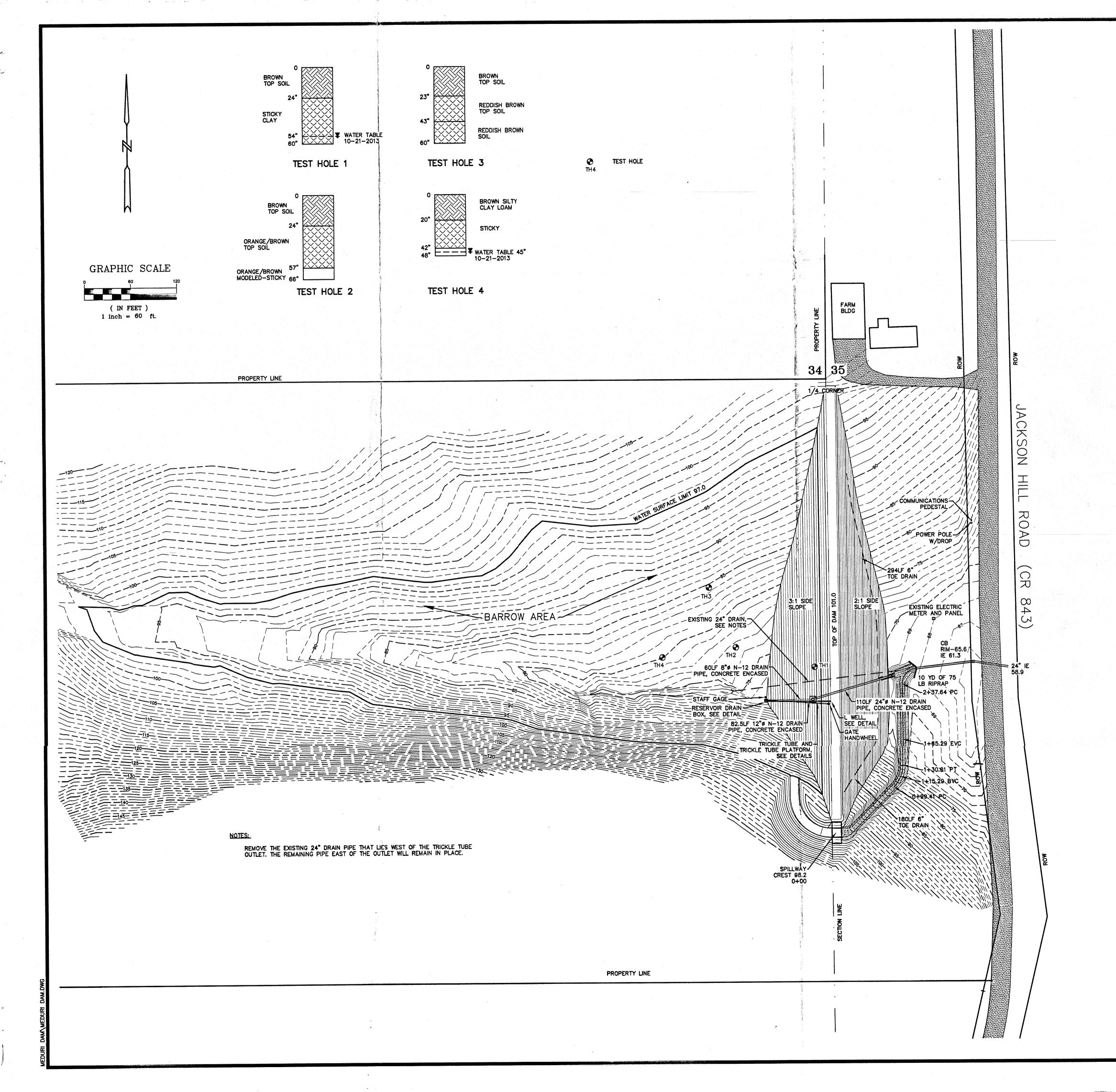
Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

LLIMAN SALATE Title: Name: Phone: Signature Government Entity:

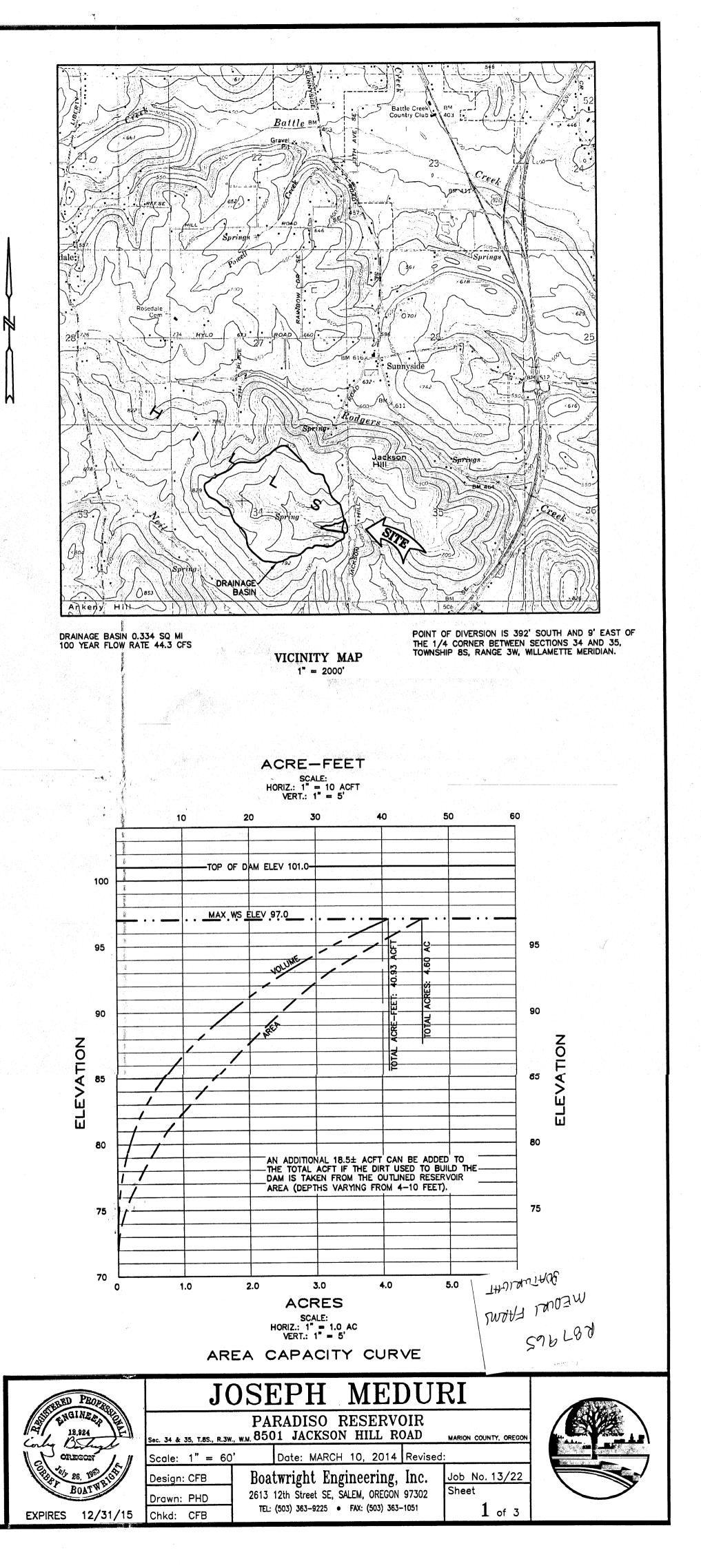
Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use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

# **Receipt for Request for Land Use Information**

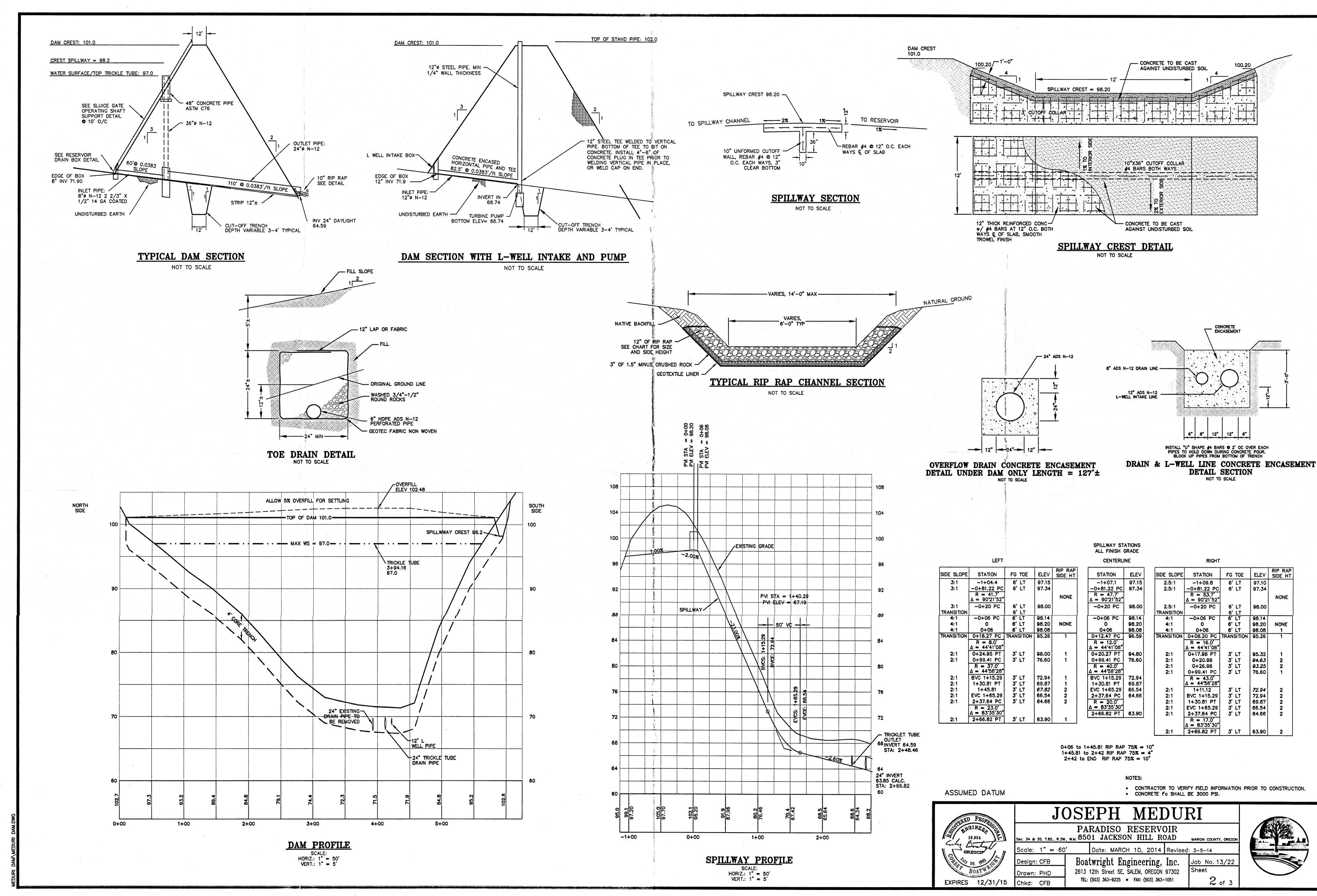
Applicant name:						
City or County: _		Staff contact: RECEIVED				
Signature:	n e	Phone:	MAR 13 2014			
		Land Use Information Form/3	WATER RESOURCES DEPT SALEM, OREGON			



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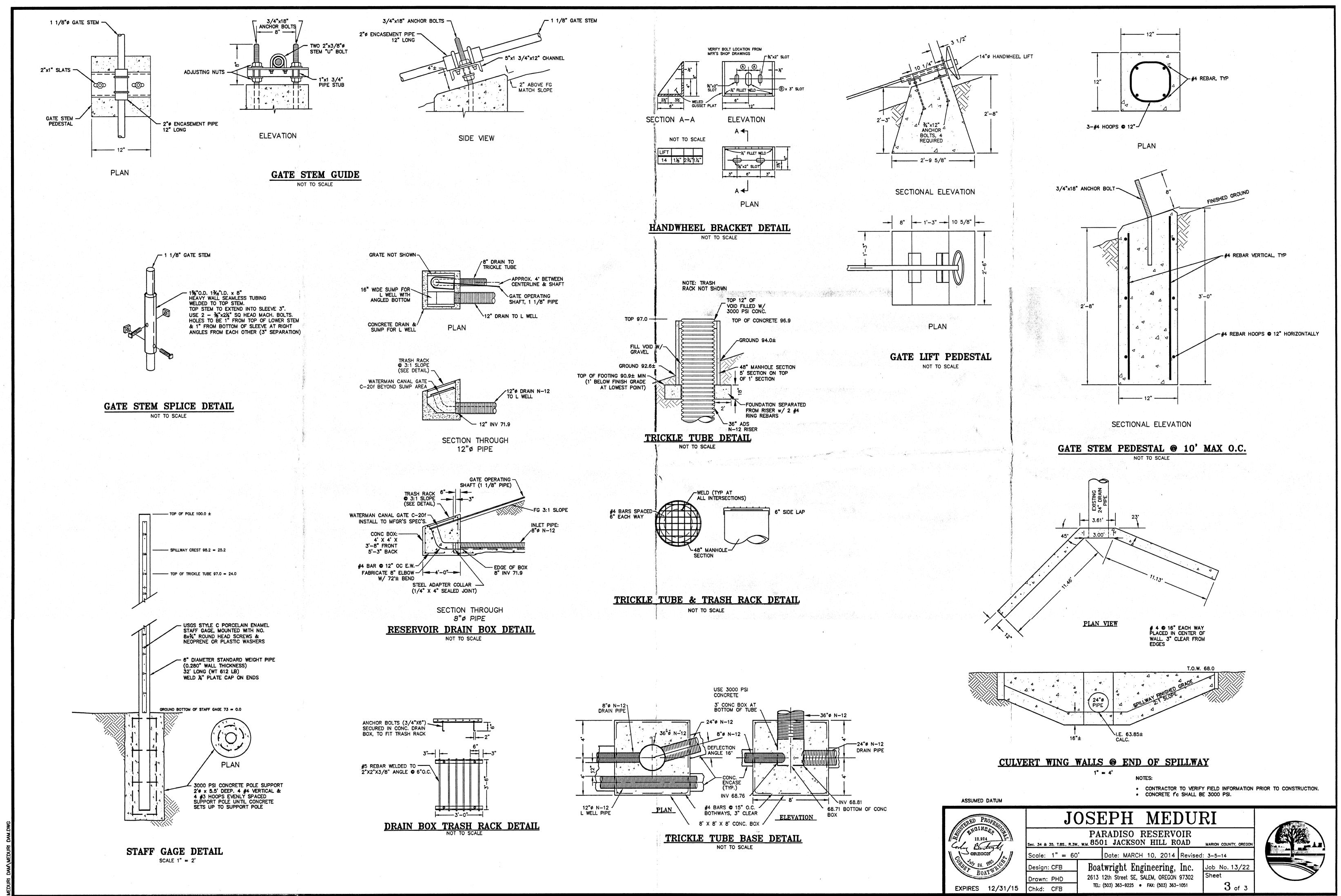
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	LEFT				CENTERLI	NE	
SIDE SLOPE	STATION	FG TOE	ELEV	RIP RAP SIDE HT	STATION	ELEV	SID
3:1	-1+04.4	6' LT	97.15		 -1+07.1	97.15	
3:1	-0+81.22 PC	6' LT	97.34		-0+81.22 PC	97.34	
	R = 41.7' $\Delta = 90'21'52''$			NONE	R = 47.7' ∆ = 90°21'52"		
3:1 TRANSITION	-0+20 PC	6' LT 6' LT	98.00		-0+20 PC	98.00	TRA
4:1	-0+06 PC	6' LT	98.14		-0+06 PC	98.14	
4:1	0	6' LT	<b>9</b> 8.20	NONE	0	98.20	
4:1	0+06	6' LT	98.08		0+06	98.08	
TRANSITION	0+18.27 PC	TRANSITION	95.26	1	0+12.47 PC	96.59	TRA
	R = 8.0' $\Delta = 44'41'08"$				R = 12.0' $\Delta = 44'41'08"$		
2:1	0+24.95 PT	3' LT	98.00	1	0+20.27 PT	94.80	
2:1	0+99.41 PC	3' LT	76.60	1	0+99.41 PC	76.60	
	R = 37.0' $\Delta = 44^{\circ}58'28''$				R = 40.0' $\Delta = 44^{\circ}58'28''$		
2:1	BVC 1+15.29	3' LT	72.94	1	BVC 1+15.29	72.94	
2:1	1+30.81 PT	3' LT	69.87	1	1+30.81 PT	69.87	
2:1	1+45.81	3' LT	67.82	2	EVC 1+65.29	66.54	
2:1	EVC 1+65.29	3' LT	66.54	2 2	2+37.64 PC	64.66	
2:1	2+37.64 PC	3' LT	64.66	2	R = 20.0'		
	R = 23.0' $\Delta = 83'35'30''$				Δ = 83'35'30" 2+66.82 PT	63.90	
2:1	2+66.82 PT	3' LT	63.90	1		00.00	1



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