

3382 Louis Nand Wills C. Miner  
3355 Holland Loop Road  
Cave Junction 97523

3382

STATUS OF APPLICATION

Change in place of use  
Date filed 4-1-76  
Date of hearing \_\_\_\_\_  
Place of hearing \_\_\_\_\_  
✓ Date of order 4-19-76 Vol. 27, page 110  
Date for application of water 10-1-77  
Proof mailed \_\_\_\_\_  
Proof received \_\_\_\_\_  
Certificate issued AUG 30 1976 Vol. 35, page 43599  
NOV 17 1983 46 survey 8/17/83 51732

DESCRIPTION OF WATER RIGHT

Name of stream Sucker Creek  
Trib. of \_\_\_\_\_ County of Josephine  
Use irrigation  
Quantity of water \_\_\_\_\_ No. of acres 2 5  
Name of ditch Briggs Irrigation  
Date of priority 1857  
In name of Lynn R. & Joyce I. Stone  
Sucker Creek Adjudication, Vol. 16, page 506 orig. Decree  
(orig. 7/26) Corr. Decree  
App. No. \_\_\_\_\_ Per. No. \_\_\_\_\_ Cert. No. 30548  
Certificate cancelled \_\_\_\_\_  
Notation made on record by \_\_\_\_\_

FEES PAID

Date	Amount	Receipt No.
<u>4-1-76</u>	<u>35<sup>00</sup></u>	<u>52248</u>
TOTAL . . .		
<u>5-24-76</u>	<u>4<sup>00</sup></u> Cert. Fee	<u>52248</u>

FEES REFUNDED

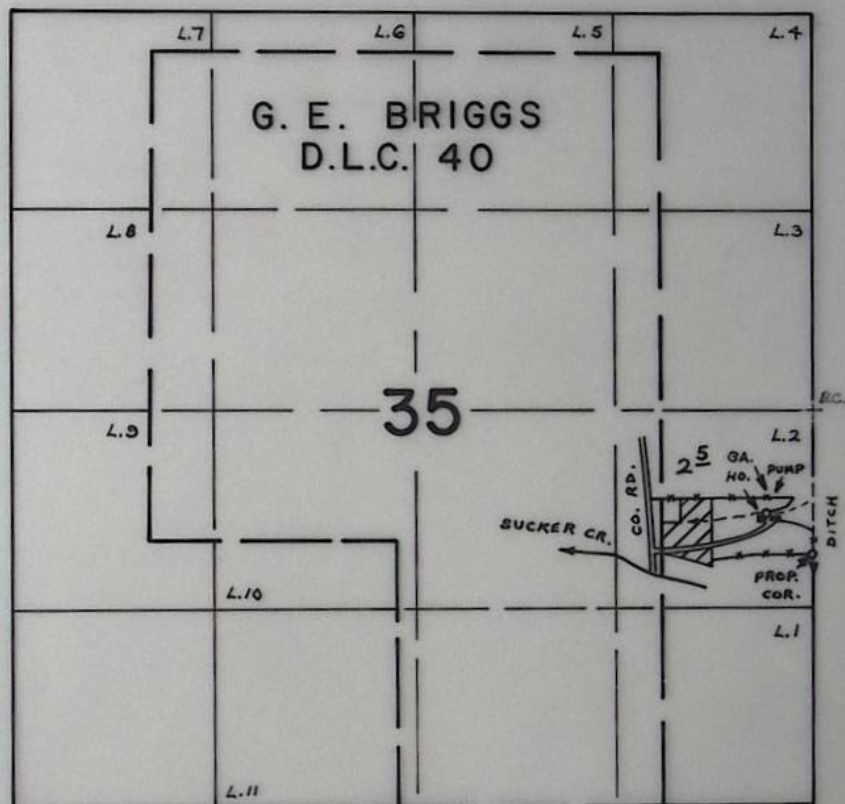
Date	Amount	Check No.
<u>5-24-76</u>	<u>41<sup>00</sup></u> Excess Rec. Fees	<u>572</u>

REMARKS

INDEX CARDS		Entered	Checked
✓	Name	✓	—
✓	Stream	✓	—
✓	Pl. of Div.	✓	—
✓	Calendar	✓	—
CHECKED TO RECORDS:			
✓	Twp. & Rge.	✓	—
✓	Decree-vault	✓	—
✓	Decree-safe	✓	—
✓	Cert. of W/R	✓	—
—	Per. Folder	—	—
—	Chaindex	—	—
—	Cross Ref.	—	—
—	Power Claim	—	—
—	Abstracts	—	—



T. 39 S., R. 8 W., W.M.



DIV. PT. : 2500' N 1/2 300' E FROM S 1/4 COR. SEC. 31. (BRIGGS - TANNERY DITCH)  
T395, R8W WM

**FINAL PROOF SURVEY**  
UNDER

Transfer No. 3382

Application No. \_\_\_\_\_ Permit No. \_\_\_\_\_  
IN NAME OF

**LOUIS N. & WILDA C. MAURER**

Surveyed AUG. 3 1978, by B. SUND

D.H.M.

P.T.S. - 1978-14-C



8-3-78 BRS  
075-1978-14-C

395-74-31 P.O.D

BRIEFS - TANNERY

2500' N & 300 E

5/4 corr. 57C31

 $44\frac{1}{2} \times 52\frac{1}{4}$ 

L 592-2428

County      Josephine

97523

### 5. Proposed Point of Diversion

DATE FOR APPLICATION OF WATER: 10/1/77

[illegible]

RECEIVED

~~JUL 25 1983~~

**WATER RESOURCES DEPT.**  
**SALEM, OREGON**

NOT HOME  
1-12-77 BRS



Info: Mr. Maurer, as filed

MOTOR: SEARS 1 1/2 HP @ 3450 RPM

PUMP: 1 1/2" x 1 1/2"

SYSTEM: FLOOD IRR.

PIPE: MAIN: 500' - PLASTIC, 2"

SPRINKLERS: 14 BUCKNER, 5/32"

LIFT: +1' SUCTION, 0 PUMP

USE: PASTURE, HAY, GARDEN, YARD

TIE: PTS-1978-14-C, Prop. Cor. S 1/4 COR. SEC. 35 T. 12N. R. 12E. (PHOTO: 179-1706)

Bruce R. Sund

F.E. 8-3-78

lsjames

7-21-83

W.T. EXAMINED.

$$\frac{1.5(6.61)}{114 + 1} = 0.09 \text{ c.f.s.}$$

$$\frac{14(4.7)}{450} = 0.15 \text{ c.f.s.}$$

RECEIVED

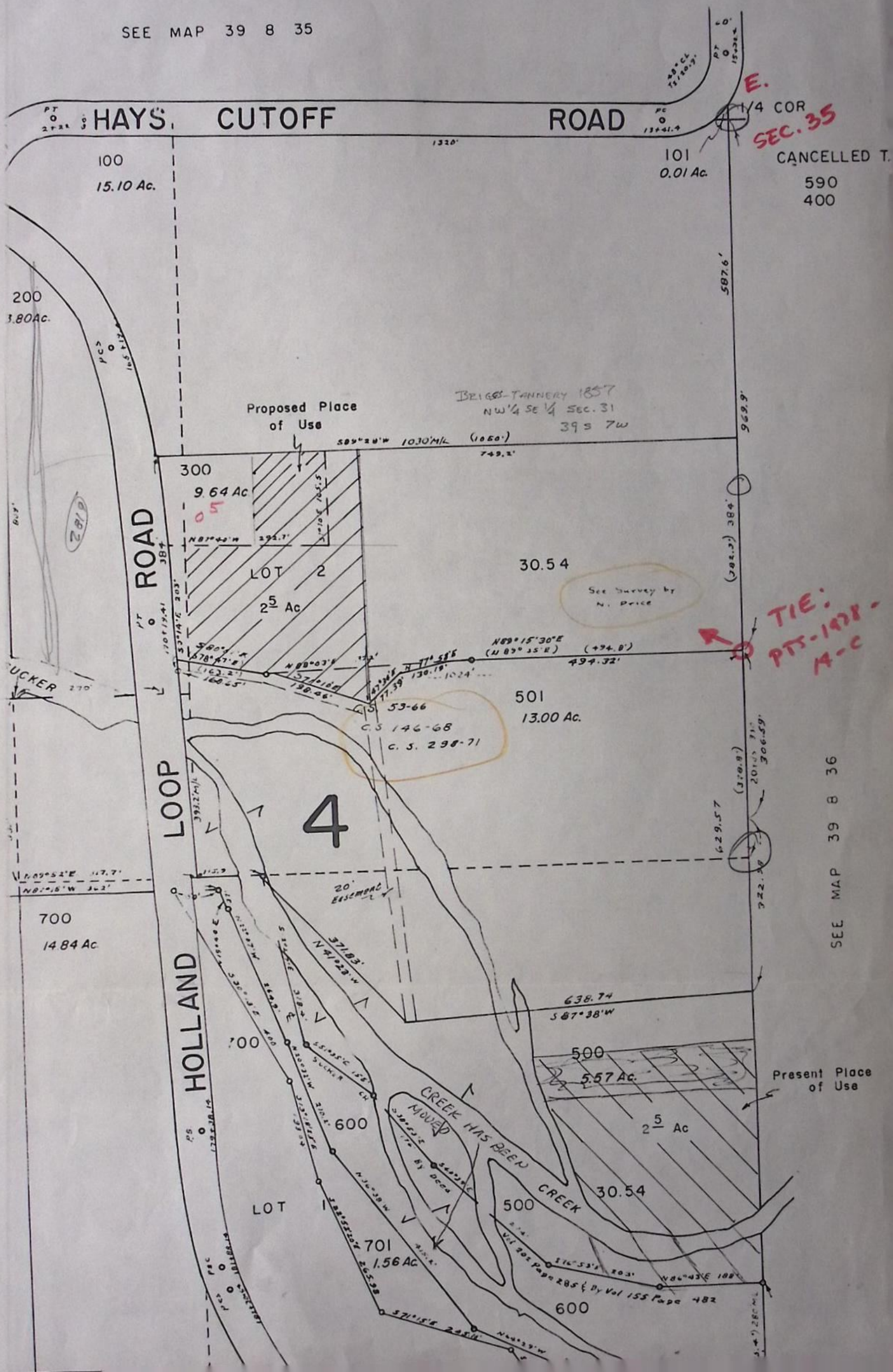
JUL 20 1983

WATER RESOURCES DEPT.  
SALEM, OREGON



00'

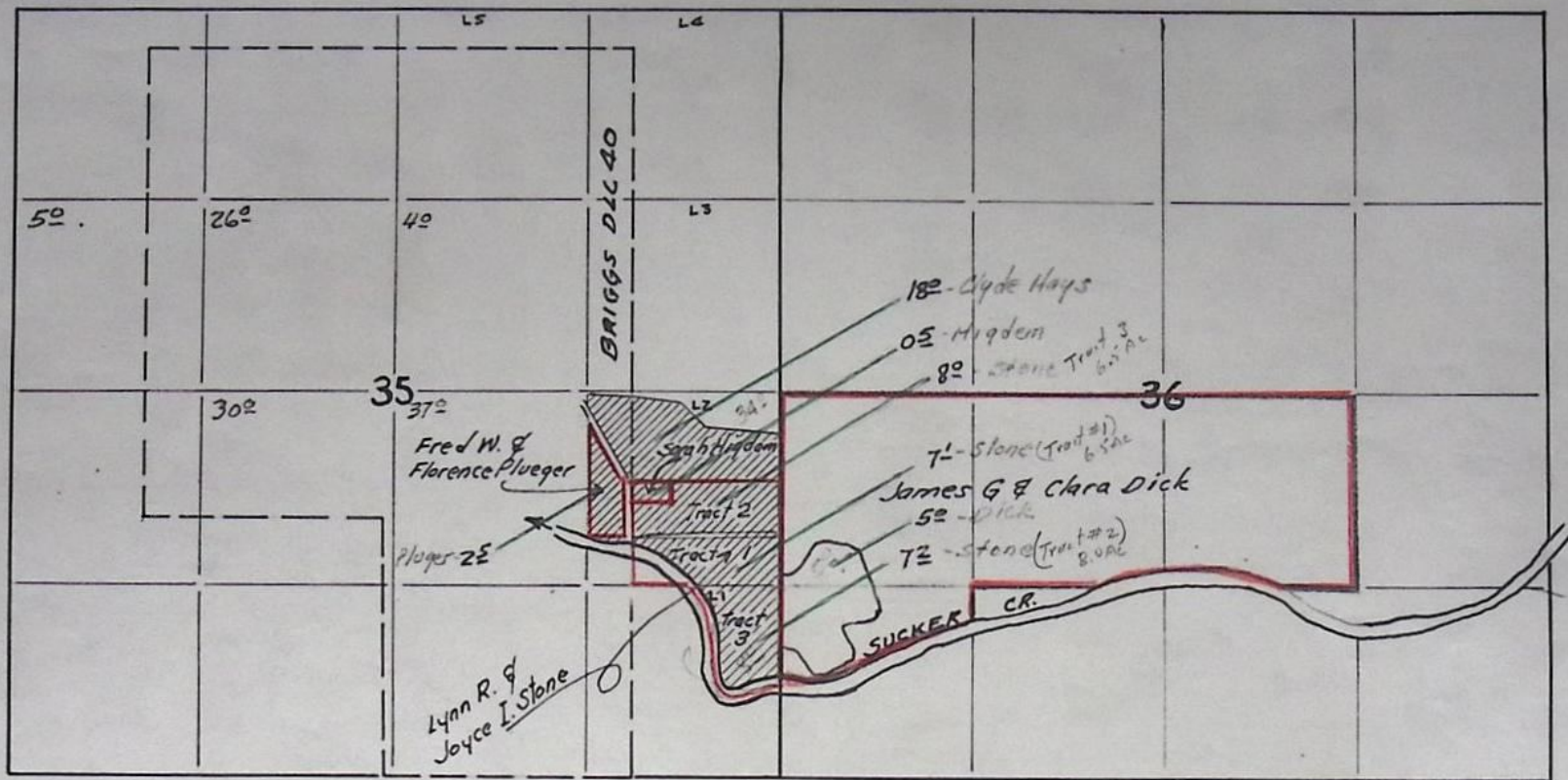
SEE MAP 39 8 35





This is a copy of the map which  
was attached to petition in Decree file  
see Decree V 16 P 506

T.39 S., R.8 W., W.M.



As allowed by  
Original Decree

As amended by  
Suppl Fndgs & Decree  
Jan 22, 1912 May 27, 1913

A. J. Fulk

26.0	SWNE	SENE
4.0	SENE	SWNE
5.0	SENE	SWNW
37.0	NESE	NWSE
30.0	NWSE	NESE
Sec 35		Sec 35

T39S R8W

Should be:

W. M. Bunch

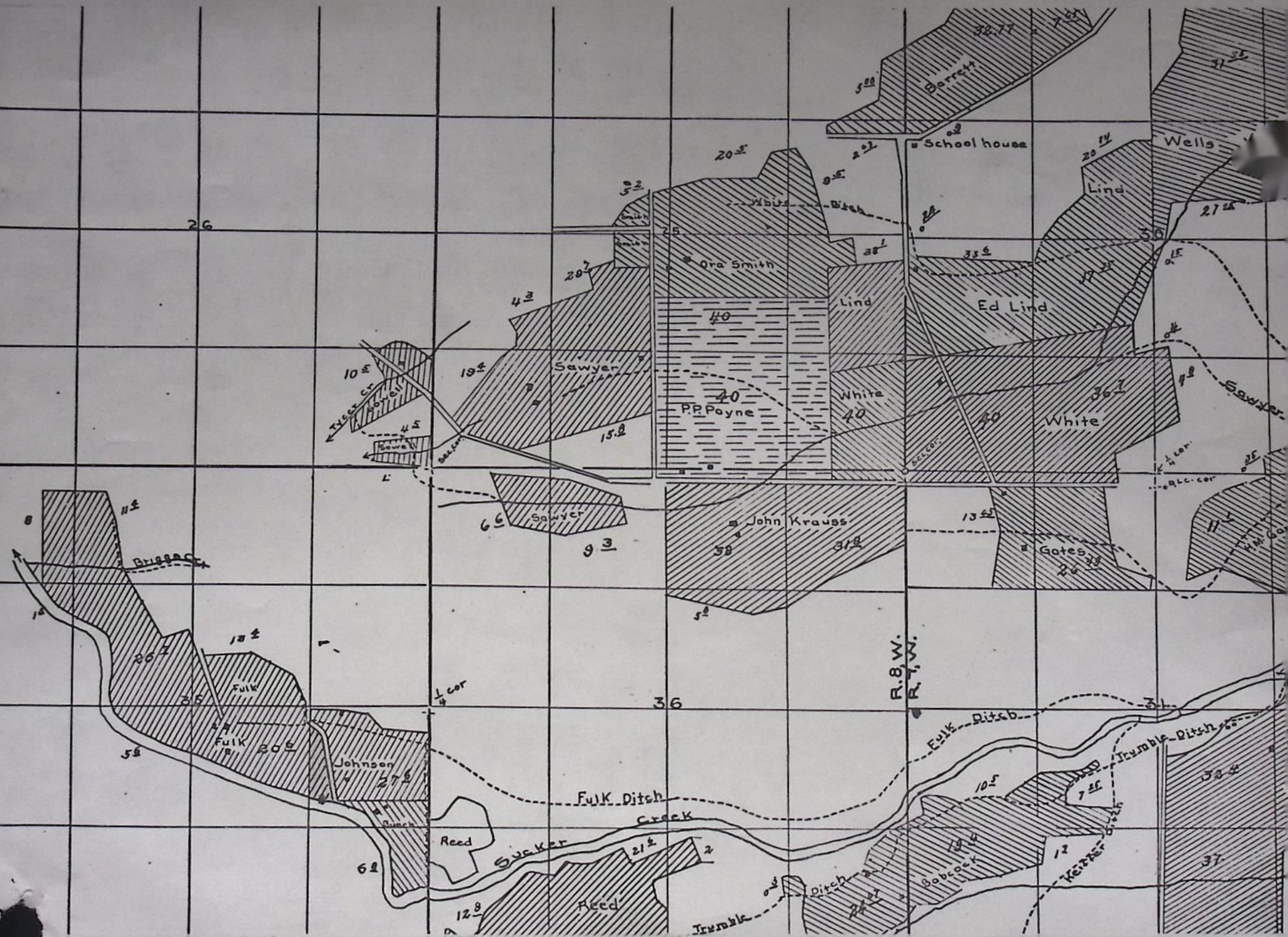
5.0	NESW	NWSW	Sec 36
34.0	NWSW	NESE	Sec 35
8.0	SWSW	SENE	Sec 35

Red: as plotted from descriptions  
in proposed petition

Acresage of water right as set out on page 4 of proposed petition:

Plueger	25	} NESE Sec. 35 36.1
Higdem	05	
Hayes	180	
Stone: Tr. 1	7 1/2	} SESE Sec 35
Tr. 2	80	
Tr. 3	7 1/2	







TOWNSHIP 39S, RANGE 8W, W. M. Card No. 1 SECTION 35

NE				NW				SW				SE				SECTION		
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
<del>DLC 40</del>				<del>DLC 40</del>				<del>DLC 40</del>				<del>DLC 40</del>						
LOT 4 LOT 5				LOT 6 LOT 7 LOT 8				LOT 10 LOT 9				LOT 11 LOT 2						
TOTAL ACREAGE IN SUBDIVISION AS SHOWN ON GOVERNMENT PLAT																		
6																Findings Vol 11 Page 535		
				9' 6"												Deeds Vol 130 p 105 13852		
												4				1049 501 760		
																Illinois R 2722		
												12				6205 3866 3414		
6																6997 4448 3771		
																5 35 17 7241 4571 4905		
																3 8317 5400 5139		
				1												7929 5091 5400		
4				5 26 30								37				7129		
				10												12577 8929 8666		
												15				7034 4449		
																12603 9001		
								20 5								CANCELLED		

(SEE BACK OF CARD FOR PLAT OF SECTION)

TOWNSHIP 39S RANGE 8W W. M. Card No. 2 SECTION 35

NE				NW				SW				SE				APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE			
<del>DLC 40</del>				<del>DLC 40</del>				<del>DLC 40</del>				<del>DLC 40</del>						
Lot 4 Lot 5				Lot 6 Lot 7 Lot 8				Lot 9 Lot 10 Lot 11				Lot 12						
TOTAL ACREAGE IN SUBDIVISION AS SHOWN ON GOVERNMENT PLAT																		
																x		13106 9359 10110
																x		6818 4263 10944
				2'				20' 2'										16887 12643 13503
12																		SUPPL 30321 25404 31576
												<del>25</del>						Decree, Vol. 16 Page 4 30546
												05 130 62						Decree, Vol. 16 Page 60 30547
												18°				B°		Decree, Vol. 16 Page 60 30548
																		Decree, Vol. 16 Page 60 30550
				5° 26° 20°														P-38 V9 P156 P-79 V-14P320 33022
17± 0±				5° 13								18±						P-79 V-14P320 38310
15' 22'				02'								25'						T. 2819 X24 P115 52652 39678

(SEE BACK OF CARD FOR PLAT OF SECTION)

25 T-3382 out  
T-3382 in



S4620



BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Josephine County

IN THE MATTER OF THE APPLICATION )  
OF LOUIS N. AND WILDA C. MAURER )  
FOR THE APPROVAL OF A CHANGE IN )  
PLACE OF USE OF WATER FROM SUCKER )  
CREEK )  
-----

ORDER APPROVING  
TRANSFER NO. 3382

On April 1, 1976, Louis N. and Wilda C. Maurer filed an application in the office of the Water Resources Director for the approval of a change in place of use of water from Sucker Creek, pursuant to the provisions of ORS 540.510 to 540.530.

Certificate of water right issued to Lynn R. Stone and Joyce I. Stone and recorded at Page 30548, Volume 22, State Record of Water Right Certificates, confirms a right to the use of not to exceed 0.42 cubic foot per second of water from Sucker Creek for the irrigation of, among other lands, 2.5 acres in SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, Township 39 South, Range 8 West, W.M., with a date of priority of 1857. These lands are irrigated from a point of diversion located 2500 feet North and 300 feet East from the South quarter-corner of Section 31, being within the NW $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 31, Township 39 South, Range 7 West, W.M.

The applicant herein, owner of the lands above described, proposes to transfer the water right therefrom, without loss of priority, to 2.5 acres in NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, Township 39 South, Range 8 West, W.M.

Notice by publication as provided by ORS 540.520 was not given in connection with this application for the reason that said section provides notice is not required on an application for a change in place of use of water.

Mr. Robert B. Steimer, Watermaster of District No. 14, has filed a statement to the effect that the proposed change in place of use of water may be made without injury to existing rights.



No objections having been filed and it appearing that the proposed change in place of use may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the change in place of use of water is approved and the water right hereinbefore described as appurtenant to 2.5 acres in SE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, Township 39 South, Range 8 West, W.M., be severed therefrom and simultaneously and without loss of priority transferred to 2.5 acres in NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 35, Township 39 South Range 8 West, W.M.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1977.

It is FURTHER ORDERED that certificate of water right heretofore issued to Lynn R. Stone and Joyce I. Stone and recorded at Page 30548, Volume 22, State Record of Water Right Certificates, is canceled, and in lieu thereof a new certificate be issued covering the balance of the right not involved in this proceeding, and upon receipt of proof satisfactory to the Water Resources Director of application of water to beneficial use, a certificate of water right shall be issued to Louis N. and Wilda C. Maurer confirming the extent to which water has been applied beneficially.

Dated at Salem, Oregon, this 19th day of April, 1976.

/s/ JAMES E. SEXSON  
Director



21739

31304 37-9-36 (806)

AGREEMENT

THIS AGREEMENT, made in multiple originals on this day of March, 1974 between JAMES G. DICK and CIARA A. DICK, husband and wife hereinafter designated Seller, and DOROTHY E. KREYES ROBBINS hereinafter designated Buyer,

## WITNESSETH:

In consideration of the mutual covenants herein contained, Seller hereby agrees to sell, and Buyer hereby agrees to purchase the land and improvements described as follows:  
A parcel of land in the Southwest Quarter of Section 36, Township 39 South, Range 8 West of the Willamette Meridian, Josephine County, Oregon, being more particularly described as follows: That portion of the West Half of the West Half of the West Half of the Southwest Quarter of said Section 36, lying Northerly of the center line of Sucker Creek.  
LESS & EXCEPT the Northerly most 50 feet thereof.  
TOGETHER WITH an easement for ingress and egress over the northerly most 50 feet thereof.  
Subject to:

1. Rights of the public over any portion lying within the limits of public roads.
2. Right of way granted the Pacific Power and Light Company, 20 feet in width, set forth in Volume 237, Page 225, Josephine County Deed Records.
3. Road easement along the Northerly 25 feet of the within described tract, recorded in Volume 249, Pages 801 and 803, and Volume 253, Page 7, Josephine County Deed Records.

on the following terms:

FIRST. TOTAL PURCHASE PRICE: The total purchase price shall be the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).

SECOND. DOWN PAYMENT: Buyer shall pay to Seller as a down payment on said total purchase price the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).  
to be paid concurrently with the execution of this agreement, and the execution hereof shall be deemed an acknowledgement of the receipt of said down payment by Seller. This down payment includes any money paid by Buyer as earnest money for the purpose of binding this transaction.

THIRD. BALANCE OF PURCHASE PRICE: The balance of the total purchase price, THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

shall be paid in monthly installments of not less than TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00).  
They shall be first applied against any interest due upon this contract, and the balance, if any, applied in reduction of the principal balance. They shall commence on the 10th day of June, 1974 and be payable on the same day of each and every successive month thereafter until the total purchase price, both principal and interest, shall have been paid in full. Buyer may prepay the unpaid purchase price or any part thereof at any time without penalty or charge. Any amounts so prepaid shall be deemed a credit against the unpaid principal balance, and not a credit against the next following installment or installments, as the case may be.

FOURTH. INTEREST: Buyer shall pay interest on all deferred balances at the rate of SEVEN PER CENT (7%) per annum until paid, said interest to commence on the 1st day of June, 1974.

Agreement - 1

THIS ~~THE~~ AGREEMENT INDICATES  
THAT THE 50 ACRES OF WATER  
RIGHT IS ON THE ROBBINS PROPERTY  
DICK SOLD THEM TO ROBBINS.



**FIFTH. TAXES AND LIENS:** Except as herein expressly provided to the contrary, all current taxes and other assessments on the properties above described shall be prorated between the parties as of the date of transfer of possession to Buyer. The Buyer agrees to pay all said taxes and assessments thereafter levied before the same shall become delinquent. Buyer further agrees to pay and discharge of record all other liens which may thereafter be imposed against said properties, or any part thereof, within thirty (30) days after the same shall be filed or shall supply assurances satisfactory to Seller that said liens, or any judgment or decree entered thereon will be paid and discharged of record.

**SIXTH. INSURANCE:** The cost of any prepaid fire insurance premiums on the properties shall be prorated between the parties as of the date of transfer of possession. Buyer agrees to keep the properties insured during the term of this contract against loss by fire in an amount not less than the unpaid balance of this contract, or the maximum insurable value, whichever is less, with loss payable to the parties as their interests may appear at the time of loss. Any amount received by Seller under said insurance shall reduce the then existing unpaid balance of purchase price. All uninsured losses shall be borne by Buyer.

**SEVENTH. BUYER'S INSPECTION:** Buyer certifies that this contract is accepted on the basis of Buyer's own examination and personal knowledge of the property and opinion as to the value thereof; that no attempt has been made by Seller, or any agent of Seller, to influence the judgment of Buyer that no representation as to the condition or repair of said properties has been made by Seller, or any agent of Seller; that no agreement or promise to alter, repair or improve said properties has been made by Seller or any agent of Seller; and Buyer hereby agrees to take said property and the improvements thereon in the condition they are in at the time of execution of this agreement. Buyer agrees to keep said properties and the improvements in a good condition of repair and maintenance, and Buyer will commit no waste thereof.

**EIGHTH. BUYER'S WARRANTIES:** Buyer will not do any act which reduces, encumbers or endangers Seller's security in the property herein described.

**NINTH. SELLER'S WARRANTIES:** Seller covenants with Buyer as follows: That Seller's title to the same is marketable; that Seller has a right to transfer title to the same and possession thereof; that Buyer shall have quiet enjoyment of the properties, and that Seller will warrant and defend the same against all lawful claims and demands whatsoever, except as stated herein.

**TENTH. DEFAULT:** If Buyer fails to perform any of the terms, covenants or conditions of this contract, and if any such default shall remain uncorrected by Buyer for thirty (30) days after written notice of such default has been given by certified mail by Seller to Buyer at the latter's last known post office address, (provided always, that no notice whatsoever shall be required of Seller for



any default in payment of any deferred installment of purchase price), time of payment and strict performance in all things being of the essence of this agreement, Seller shall have the following rights:

- (1) To declare the entire unpaid balance of the purchase price, both principal and interest, immediately due and payable, and to exercise any of the following options:
  - (a) To sue for the unpaid balance then due on the agreement; or
  - (b) To foreclose this contract by strict foreclosure in equity, in which case the Seller on his ex parte motion shall be entitled to have a receiver appointed by the court to take and hold possession of said property pending suit, and to collect all rents and profits; or
  - (c) To sue for specific enforcement of this agreement.

Provided always, that the above recitation of remedies shall not bar the Seller from any other or additional or supplemental remedy or remedies.

ELEVENTH. DELINQUENT CHARGES: If Buyer shall fail to pay any taxes, assessments, lien, insurance premiums, or any other expense necessary to preserve Seller's lien and the priority thereof, Seller, without obligation to do so, and without waiver of Buyer's default, shall have the right to pay the same and add the amount so paid to the unpaid balance of the purchase price hereinabove stated, to bear interest at the rate of eight percent (8%) per annum from date of payment until paid.

TWELFTH. WAIVER: No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same, or any other term, covenant or condition, or as a waiver of the term, covenant or condition itself.

THIRTEENTH. PARTIES: The obligations of the undersigned parties are joint and several, and wherever the context hereof so admits or requires, the singular shall include the plural. The covenants, terms and conditions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto.

FOURTEENTH. ATTORNEY'S FEES: In the event that suit, action or other legal proceedings shall be instituted to declare or enforce any right created by this instrument, the prevailing party therein and in any appellate court proceedings, shall be entitled to recover such sum as the court may adjudge reasonable for attorney's fees. In addition, if Seller forecloses this contract, Buyer promises to pay Seller's cost of a preliminary foreclosure report furnished by a duly authorized title company. If this agreement is referred by the Seller to an attorney upon any default by Buyer, Buyer agrees to pay to Seller the latter's reasonable attorney's fees, regardless of whether or not any suit or action is commenced, and if Buyer does not pay such attorney's fees upon demand by Seller, the same may be added to the balance owed by the Buyer under this agreement, and shall be a debt owed by the Buyer to the Seller and secured by Buyer's interest in the property herein described.



FIFTEENTH. POSSESSION: Buyer shall be entitled to possession of the above described properties on the 1st day of June, 1974.

SIXTEENTH. ESCROW: AS soon as practicable after the execution of this agreement, the parties shall deliver to Western Bank, Illinois Valley Branch, Cave Junction, Oregon, in escrow, the following documents:

- (a) A full warranty deed covering the above described real property
- (b) A fully executed original of this agreement
- (c) Such escrow instructions as shall rest with the approval of the above named escrow agent

SEVENTEENTH. SURVIVORSHIP: It is agreed by the parties hereto that in the event there is more than one party named as Seller herein, the rights of the Seller herein are the property and for the benefit of Seller jointly while they are both living, and the property and for the benefit of the survivor of them upon the death of either.

EIGHTEENTH. WATER RIGHTS: It is further understood by the parties hereto that Buyer is entitled to receive five acres of water rights with the above described property.

NINETEENTH. BILL OF SALE: Buyer shall receive a bill of sale on the following items at time of close:

Pump  
Irrigation Pipe  
Sprinkler

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

James G. Dick  
Seller: James G. Dick

Dorothy E. Kreiss Robbins  
Buyer: Dorothy E. Kreiss Robbins

Clara A. Dick  
Seller: Clara A. Dick

STATE OF OREGON, County of Josephine ) ss.

March 28, 1974, personally appeared the above named James G. Dick and Clara A. Dick, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Renee M. Nicholson  
Notary Public for Oregon  
My Commission Expires: 8/27/76



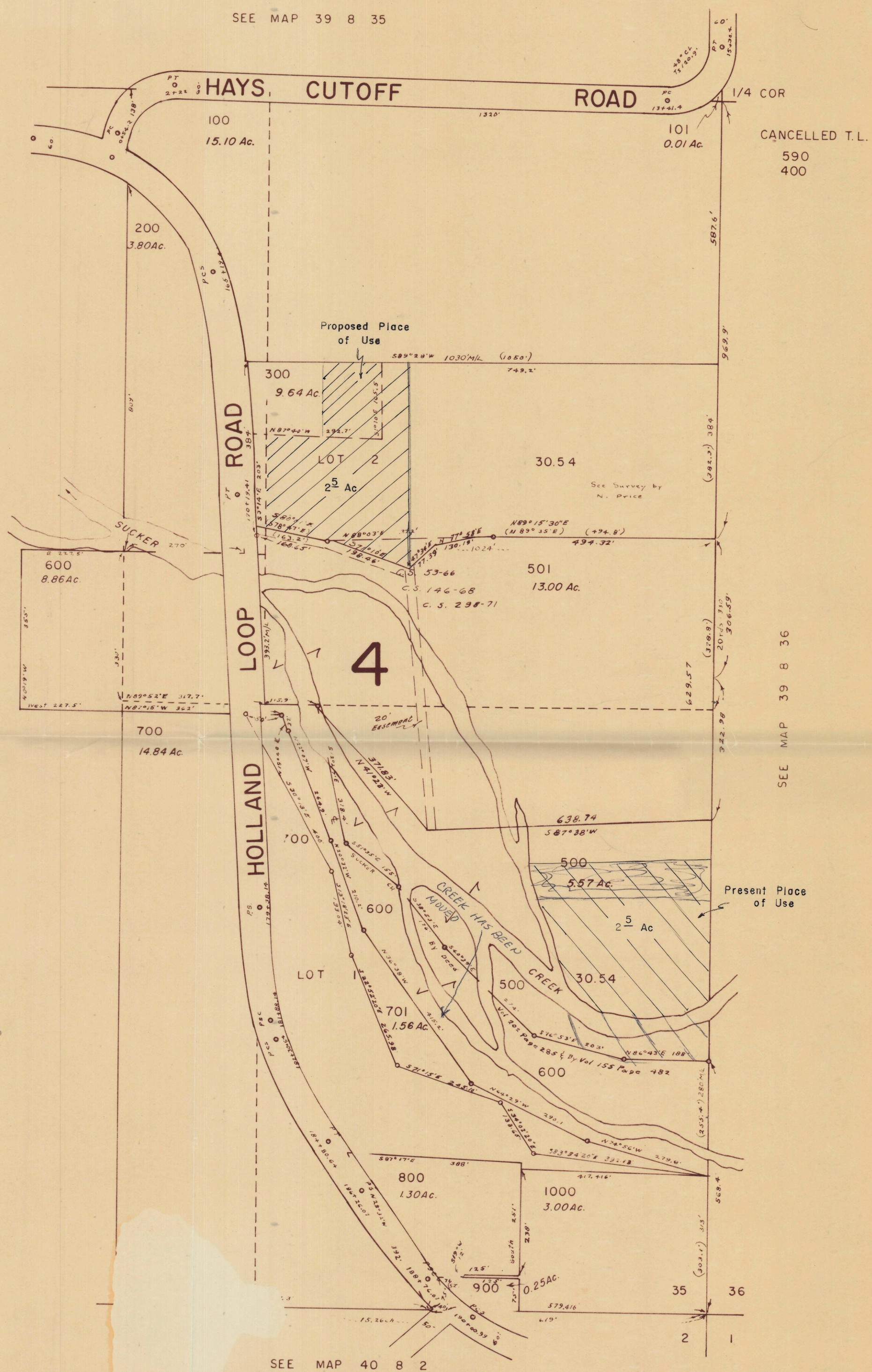
Return To  
Dorothy Robbins  
1205 Intaglietta St  
Alameda, Calif.  
94502

LAW OFFICES OF  
BROWN, HUGHES & BIRD  
405 N.E. BIRTH STREET  
GRANTS PASS, OREGON 97526



$$1'' = 200'$$

SEE MAP 39 8 35



SEE MAP 39 8 35

SEE MAP 39 8 36

RECEIVED  
APR 1 1976  
WATER RESOURCES DEPT.  
SALEM, OREGON

1/4	COR.
-----	------

SEE MAP 40 8 2



NOTICE OF COMPLETE APPLICATION  
OF WATER TO BENEFICIAL USE

Transfer No. 3382

I, Louis N. Maurer, hereby certify that  
on May 30<sup>th</sup>, 1976, the water has been applied to the  
lands to which the water right was transferred by an order of the State <sup>Water Resources Director</sup>  
~~Engineer~~ dated April 19<sup>th</sup> 1976, approving an application for a  
change in place of use of water from Slusher Creek.

June 1 1976  
Date

Louis N. Maurer  
Signature

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JUN - 21 1976

WATER RESOURCES DEPT  
SALEM, OREGON



RECEIVED  
APR 1 1976  
WATER RESOURCES DEPT.  
SALEM, OREGON

## Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, ~~Louis Maurer~~ LOUIS N. & WILDA C. MAURER  
(Name of applicant)

of 3355 Holland Loop Rd., Cave Junction, County of Josephine  
(Postoffice)

State of Oregon 97523, do hereby make application for change in place of use

(In point of diversion; place of use; use heretofore made of the water)

1. The source of present water right is Sucker Creek  
(Name of stream)

2. The use to which the water is applied is irrigation  
(Irrigation; Mining; Power; Manufacturing; etc.)

3. The name of the ditch, canal or pipe line is Briggs-Tannery Ditch

4. The point of diversion is located 2500 ft. N and 300 ft. E from the S $\frac{1}{4}$   
(N. or S.) (E. or W.)

corner of Sec. 31 being within the NW $\frac{1}{4}$ SE $\frac{1}{4}$   
(Section or subdivision)

of Section 31 Tp. 39 S. R. 7 W. W. M., in the County of Josephine  
(No. N. or S.) (No. E. or W.)

5. List the number of acres irrigated in each smallest legal subdivision (40-acre tract) involved in this transfer. If for any other use, indicate place of use.

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
39S	8W	35																2.5

NOTE: If you own less than 40-acre tracts, attach a description of your land as it appears in your deed.

(Attach separate sheet if necessary)

6. Are you the legal owner of the above described lands? yes  
(If not owner, explain your interest)

7. Has water been used beneficially for the purposes indicated herein during the past 5 years? yes

8. What is the date of priority of your water right? 1857

9. Was your water right acquired by State Engineer's Permit? no If so, give number  
(Yes or No)

of permit



10. Do you hold a water right certificate? yes If so, give number of certificate 30548  
(Yes or No) 7126

11. Was your water right determined by State Engineer's order of Determination or Decree of Court?

yes If so, give title of proceedings Sucker Creek Decree  
(Yes or No)

12. Is the water right recorded in your name? no Wm. M. Bunch  
(If not, give name) Vol. 1, P. 252  
Lynn R. Joyce & Stone

13. I propose to transfer the water right to the following described lands: (Do not answer if your application is for change in point of diversion only.)

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
39S	8W	35													2.5			

(Attach separate sheet if necessary)

NOTE: Answer questions 14, 15, 16 and 17, if the application is for change in point of diversion.

14. The proposed point of diversion is located ..... ft. .... and ..... ft. .... from the .....  
(N. or S.) (E. or W.)  
corner of ..... being within the ..... of Section ..... Tp. .... R. .... W. M.,  
(Smallest legal subdivision) (No. N. or S.) (No. E. or W.)  
in the county of ..... The name of the ditch to be used is .....

15. Are you the owner of the land on which the proposed point of diversion is to be located? .....

16. If not the owner of the land on which the proposed point of diversion is to be located, give the name and address of owner and submit evidence of your right-of-way for your proposed ditch, canal, or pipe line.

17. Are there any diversions between your present point of diversion and the proposed point of diversion? .....

NOTE: Answer questions 18 and 19 if application is for change in use or place of use.

18. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.? yes  
(Answer Yes or No)

19. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT

20. Reasons for the proposed changes are ..... Want to use the water on .....  
more productive land



## AFFIDAVIT OF APPLICANT

STATE OF OREGON,

County of JOSEPHINE

SS.

I, LOUIS N AND WILDA C MAURER, the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 31 day of MARCH, 1971

Louis H. Moore Hilda C. Moore  
(Name of applicant)

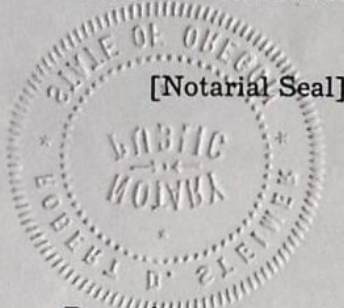
(Name of applicant)

Subscribed and sworn to before me this 31 day of MARCH, 1976

Robert B. Steiner

NOTARY PUBLIC FOR OREGON

My commission expires Nov 3, 1976



Remarks

100. 91

THIS APPLICATION MUST BE ACCOMPANIED BY A MAP SHOWING THE LOCATION OF THE POINT OF DIVERSION, PLACE OF USE AND WORKS UTILIZED UNDER THE PRESENT WATER RIGHT. THE MAP SHOULD ALSO SHOW THE NEW POINT OF DIVERSION OR PLACE OF USE, AS THE CASE MAY BE.





## WATER RESOURCES DEPARTMENT

714 N.W. "A" STREET • GRANTS PASS, OR • 97526 • Phone 476-8201, Ext. 247

ROBERT W. STRAUB  
GOVERNOR

April 13, 1976

JAMES E. SEXSON  
Director

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Water Resources Department  
1178 Chemeketa Street, N. E.  
Salem, Oregon 97310

Attention: Trevor Jones

Dear Trevor:

This letter is in regard to transfer 3382 in the name of Louis Maurer. In my opinion, the proposed change in place of use may be made without injury to existing rights.

Very truly yours,

Robert B. Steimer  
Watermaster, District #14

RBS/sj

RECEIVED

APR 14 1976

WATER RESOURCES DEPT.

SALEM, OREGON