

3405

STATUS OF APPLICATION

Change in place of use
 Date filed 5-5-76
 Date of hearing _____
 Place of hearing _____
 Date of order 3-3-77 Vol. 28, page 345
 Date for application of water 10-1-78
 Proof mailed _____
 Proof received _____
 Certificate issued AUG 18 1989 Vol. _____, page 62204

Summary
2-790
6-14-79 JWC

DESCRIPTION OF WATER RIGHT

Name of stream Mouse Creek
 Trib. of _____ County of Linn
 Use domestic for one family
including irrigation of 0.1 acre
 Quantity of water 0.01 No. of acres _____
 Name of ditch _____
 Date of priority October 2, 1944
 In name of Everett Lee
 _____ Adjudication, Vol. _____, page _____
 App. No. 20504 Per. No. 16006 Cert. No. 15538
 Certificate cancelled _____
 Notation made on record by _____

FEES PAID

Date	Amount	Receipt No.
<u>5-5-76</u>	<u>35.00</u>	<u>54872</u> <i>on</i>
TOTAL . . .		
	No. Cert. Fee	

FEES REFUNDED

Date	Amount	Check No.

Exam 20
POU 15
35-

REMARKS

See app #20504 *Canceled Sp.Or.Rec.Vol. 32 P. 260* *Order rescinding cancel order 6-14-89*
V43 p 290

- finis - confirming cert 62204 issued Aug 18, 89

TO BE ENTERED WHERE CHECKED	INDEX CARDS:	Entered	Checked	
<input checked="" type="checkbox"/>	Name	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>588 of right</i>
<input checked="" type="checkbox"/>	Stream	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>588 index SPB</i>
<input checked="" type="checkbox"/>	Pt. of Div.	<input type="checkbox"/>	<input type="checkbox"/>	<i>map index SPB</i>
<input checked="" type="checkbox"/>	Calendar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	CHECKED TO RECORDS:			
<input type="checkbox"/>	Twp. & Rge.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>SPB</i>
<input type="checkbox"/>	Decree-vault	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Decree-safe	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Cert. of W/R	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>SPB</i>
<input checked="" type="checkbox"/>	Per. Folder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>SPB</i>
<input type="checkbox"/>	Chajindex	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Cross Ref.	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Power Claim	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Abstracts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>lg</i>

RECEIVED
MAY 5 1976
WATER RESOURCES DEPT.
SALEM, OREGON

T.13&14S.R.2E.W.M.



IN NAME OF

EVERETT LEE

Surveyed JUNE 26 1945

T-3405

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Linn County

IN THE MATTER OF THE APPLICATION)
OF SIEGFRIED WORTH FOR THE)
APPROVAL OF A CHANGE IN PLACE OF)
USE OF WATER FROM MOUSE CREEK)

ORDER APPROVING
TRANSFER NO. 3405

On May 5, 1976, Siegfried Worth filed an application in the office of the Water Resources Director for the approval of a change in place of use of water from Mouse Creek pursuant to the provisions of ORS 540.510 to 540.530.

Certificate of water right recorded at Page 15538, Volume 13, State Record of Water Right Certificates, in the name of Everett Lee, describes an existing right of record for the use of not to exceed 0.01 cubic foot per second from Mouse Creek for domestic use of one family, including the irrigation of 0.1 acre in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 13 South, Range 2 East, W.M., with a date of priority of October 2, 1944.

Water for the said right is diverted from a point located 250 feet South and 170 feet West from the Northeast corner of Section 1, being within Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 1, Township 14 South, Range 2 East, W.M.

The applicant herein, contract purchaser of the lands above described, proposes to change, without loss of priority, the place of use and to transfer the right to a different house located within the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36.

Fern (Lee) Schmidt, owner of record and contract seller of the lands above described, has submitted a statement of concurrence to the proposed change in place of use.

Mr. L. Gene McGinnis, Watermaster of District No. 2, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

No objection 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 requested change in place of use from Mouse Creek described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1978.

It is FURTHER ORDERED that the certificate of water right heretofore issued to Everett Lee and recorded at Page 15538, Volume 13, State Record of Water Right Certificates, is canceled, and upon proof satisfactory to the Water Resources Director of completion of works and beneficial use of water to the extent intended under the provisions of this order, a confirming certificate of water right shall be issued to Siegfried Worth.

Dated at Salem, Oregon, this 3rd day of March, 1977.

/s/ JAMES E. SEXSON
Director

STATE OF OREGON

COUNTY OF LINN

CERTIFICATE OF WATER RIGHT

This Is to Certify, That EVERETT LEE

of Star Route 2, Foster, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Mouse Creek, a tributary of South Santiam River a tributary of Santiam River, a tributary of Willamette River for the purpose of domestic for one family, including the irrigation of 0.1 acre garden under Permit No. 16006 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from October 2, 1944

; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.01 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 1, Township 14 South, Range 2 East, W. M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to - - - of one cubic foot per second per acre,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

SE $\frac{1}{4}$ SE $\frac{1}{4}$,
Section 36,
T. 13 S., R. 2 E., W.M.

Land on which water is to be used is a part of that more explicitly described by appropriator as follows: Commencing at the Southeast corner of Section 36 Township 13 South Range 2 East of the Willamette Meridian, Oregon, and running thence West on the South line of said Section 36, a distance of 896 and $\frac{2}{3}$ feet to corner No. 1, designated the point of beginning; thence North 703 feet to corner No. 2, on the South boundary line of the South Santiam Highway; thence Westward along the South boundary line of said South Santiam Highway 159 feet, to corner No. 3; thence South 695 feet to corner No. 4 on the South line of said Section 36, thence East on the South line of said Section 36, 159 feet to the point of beginning, all lying and being in Linn County, Oregon.

Commencing at S. E. corner, Sec. 36, Township 13 S. Range 2 E. of the Willamette Meridian Ore. and running thence West on the South line of said Sec. 36 a distance of 480 $\frac{2}{3}$ feet to corner No. 1 designated point of beginning, thence North 713 feet to Corner No. 2 on the South boundary line of said south Santiam highway, thence Westward along the south boundary of said south Santiam Highway 416 feet to Corner No. 3, thence South 703 feet to Corner No. 4 on the S. line of said Section 36, thence E. on the South line of said Sec. 36 416 feet to the point of beginning containing 6 $\frac{3}{4}$ acres more or less. All lying and being in Linn County, Ore.

WITNESS the signature of the State Engineer, affixed

CHAS. E. STRICKLIN

Recorded in State Record of Water Right Certificates, Volume 13, page ~~15538~~ 62204

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON
LINN COUNTY

IN THE MATTER OF TRANSFER)
APPLICATION 3405 IN THE NAME)
OF SIEGFRIED WARTH)

ORDER RESCINDING
LOSS OF RIGHT ORDER

Transfer application 3405, in the name of Siegfried Warth, proposed a change in place of use of water from Mouse Creek under a certain water right with a priority date of October 2, 1944, for domestic use for one family including irrigation of 0.1 acre. The order approving transfer application 3405, entered March 3, 1977; required beneficial use to be made at the new location by October 1, 1978.

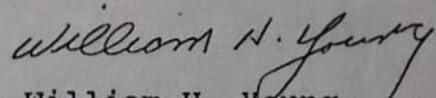
A final proof survey conducted May 4, 1979 found a house under construction at the site. A loss of right letter was sent which was unclaimed by Mr. Warth. Subsequently a Loss of Right Order was entered in Volume 32 at page 260 on June 28, 1979.

Siegfried Warth came in to the office the first week of June, 1989 to explain that he was unaware that his water right had been cancelled. He did not build a new house, but rather moved a house onto his property in 1974. This contention was supported by records identifying his purchase of the house to be moved.

A second final proof survey conducted June 8, 1989 confirmed the change in place of use of water was made within the terms of the order approving transfer application 3405. The May 4, 1979 survey incorrectly inspected a house nearby.

IT IS ORDERED that the loss of right order entered June 28, 1979, in special order record Volume 32 at page 260 is hereby rescinded.

Dated at Salem, Oregon, this 14th day of June, 1989.


William H. Young
Director

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

LINN COUNTY

IN THE MATTER OF TRANSFER)
APPLICATION NO. 3405 IN)
THE NAME OF SIEGFRIED)
WORTH - - - - -)

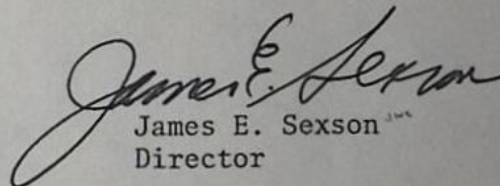
LOSS OF RIGHT

Transfer application No. 3405, in the name of Siegfried Worth, proposed a change in place of use of water from Mouse Creek under a certain water right with a priority date of October 2, 1944, for domestic use for one family including irrigation of 0.1 acre in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 13 South, Range 2 East, W. M.

The order of the State Engineer, predecessor of the Water Resources Director, entered March 3, 1977, approving transfer application No. 3405, provided: "that said water so transferred shall be applied to beneficial use and the change in place of use made on or before October 1, 1978."

The applicant has failed to make proof to the satisfaction of the Water Resources Director that any change in place of use was made within the provisions of the order, therefore the subject water right was lost.

Dated at Salem, Oregon, this 28th day of June, 1979.


James E. Sexson
Director

Sale

GOVERNMENT PROPERTY

PAGE NO. 1 OF 7 PAGES OF
INVITATION No. R6-18-74-24
DATED October 1, 1973

Sealed bids in single copy
subject to the terms and conditions set forth here-
in, for the purchase and removal of the Govern-
ment-owned property listed in this Invitation, will be
received until the time, date, and at the place indicated
below, and then publicly opened.

TIME OF OPENING 10:00 A.M. local TIME.
DATE OF OPENING October 26 19 73
PLACE OF OPENING Sweet Home Ranger Station
4431 Hwy 20, Sweet Home, Oregon 97386
BID DEPOSIT OF 20 % OF TOTAL AMOUNT OF BID IS REQUIRED.

INSPECTION INVITED BETWEEN 1:00 P.M. AND 4:00 P.M. October 11, 16,
20, 23 and 24, 1973

ARRANGE WITH Lance Davenport TELEPHONE 367-5168

ISSUED BY Willamette National Forest
ADDRESS 210 East 11th Avenue, Eugene, Oregon
PROPERTY LOCATED AT Approximately 12 miles east of Sweet Home, Oregon
on Highway 20

SALE OF GOVERNMENT PROPERTY--BID AND AWARD

INVITATION FOR BIDS NO.

R6-18-74-24

PAGE NO.

2

ISSUED BY

Forest Supervisor
Willamette National Forest
210 East 11th Avenue
Eugene, Oregon 97401

ADDRESS YOUR BID TO

Contracting Officer
Sweet Home Ranger Station
4431 Highway 20
Sweet Home, Oregon 97386

FOR INFORMATION CONTACT (Name & tel. no.)

BIDS WILL BE OPENED AT (Place, date and time)

Lance Davenport
367-5168

Sweet Home Ranger Station
4431 Highway 20
Sweet Home, Oregon 97386

10:00 a.m., local time at
the place of bid opening,
October 26, 1973

Sealed bids in single copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, Jan 1970 ed.; ~~and Special Sealed Bid-Term Conditions SF 114C-2, Jan 1970 ed.~~ ☒; Special Sealed Bid-Term Conditions SF 114C-2, Jan 1970 ed. ☐; all incorporated herein by reference; and such other special terms and conditions ☐ attached or ☐ incorporated herein by reference and identified as _____ (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT ☐ IS NOT REQUIRED; ☒ IS REQUIRED IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID, MADE PAYABLE TO: Forest Service, USDA.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within 10 calendar days after date of award, and to remove the property within 90 calendar days after date of award by the Government.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 10 calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$ 200.50 and attached is the bid deposit, when required by the Invitation, in the form(s) of 40.20 \$, in the amount of \$ 40.20.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He ☒ has, ☐ has not, inspected the property on which he is bidding.
(2) He ☒ is, ☐ is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
(3) (a) He ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)

(Type or print)

SIEGFRIED WARTH
P.O. X, 736 CASCADIA CRES.

TELEPHONE NUMBER: 367-2414 ZIP 97329

BIDDER IDENTIFICATION NO. (If applicable):

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Siegfried Warth
SIGNER'S NAME & TITLE (Type or print)

SIEGFRIED WARTH

DATE OF BID

1.21.1938

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED

ITEM 3

UNITED STATES OF AMERICA

BY

Richard G. Foster
(Contracting Officer)

DATE OF ACCEPTANCE

10/30/73

TOTAL AMOUNT

\$ 175.00

CONTRACT NUMBER(S)

03226

NAME AND TITLE OF CONTRACTING OFFICER

RICHARD G. FOSTER

BUDGET BUREAU
NO. 29-R0022

(FORM CONTENT COMPLETELY REVISED)

STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-43.3
114-103

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

HB NUMBER

R6-18-74-24

PAGE 3

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1	Building No. 1011, Residence	1	Each	- -	\$ 87.	00	1
2	Building No. 1505, Garage	1	Each	- -	\$ 25.	50	2
3	Building No. 1008, Residence	1	Each	- -	\$ 175.	00	3
4	Building No. 1503, Garage	1	Each	- -	\$ 20.	00	4
5	Building No. 2020, Office	1	Each	- -	\$ 145.	00	5
6	Building No. 1009, Residence	1	Each	- -	\$ 160.	00	6
7	Building No. 1504, Garage	1	Each	- -	\$ 15.	00	7
8	Building No. 1010, Residence	1	Each	- -	\$ 75.	00	8
9	Building No. 2400, Barn	1	Each	- -	\$ 27.	50	9

Bidders may bid any number of Items above and qualify their bid to limit the number of Items for which they will be obligated to accept a contract. Bidders desiring to qualify their bid shall complete the following statement:

My bid is qualified to the extent that the total number of items awarded to me shall not exceed 1 RES/ 1 GARAGE items.

Bid deposit as required should be sufficient to cover 20% of the total for which bidder will accept award.

Conditions of Sale

- Buildings are offered for sale with contents included.
- Except as specified below, buildings, contents, and all debris resulting from building salvage shall be removed from Government property within the specified time.
 - Concrete foundations, concrete steps, concrete porches, and sidewalks need not be removed.
 - Brick or concrete portion of fireplaces and chimneys need not be removed.
- Water lines shall be cut and capped at least five feet outside foundation.
- Sewage lines shall be removed at least five feet outside foundation.

BID NO.—TO BE FILLED IN BY SALES OFFICE

NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

IFB NUMBER

R6-18-74-24

PAGE

4

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
	<p><u>Removal and Cleanup Guarantee</u></p> <p>Within ten calendar days after award of contract, a deposit in the amount specified below shall be furnished the Government as a guarantee that removal of buildings and cleanup will be completed within the specified time or any extension thereof. At any time the contract is satisfactorily completed, the deposit will be returned to the contractor. In the event a building is not removed as specified, the deposit will be retained by the Government.</p> <p>a. A deposit of \$100.00 will be required for Bid Items 1, 3, 5, 6 and 8.</p> <p>b. A deposit of \$50.00 will be required for Bid Items 2, 4, 7 and 9.</p> <p><u>Inspection of Buildings Prior to Bidding</u></p> <p>Buildings will be available for inspection from 1:00 p.m. to 4:00 p.m. on October 11, 16, 20, 23 and 24, 1973.</p> <p><u>Award of Contract</u></p> <p>The contract will be awarded by individual item to that responsible bidder whose bid conforming to the invitation will be most advantageous to the Government, prices and other factors considered.</p>						
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					

SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

R6-18-74-24

Pages

5, 6 and 7

1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." The description of the property is based on the best information available to the sales office. However, unless otherwise specifically provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose and except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period be specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless otherwise provided in the Invitation, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instrument other than promissory note, made payable on demand in U.S. currency. *Provided*, That uncertified personal or business checks must be first party instruments. *Provided further*, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit (other than an uncertified personal or business check) will be summarily rejected.

5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration.

(b) When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any

of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

7. TITLE.

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97 will be furnished for each vehicle and piece of equipment.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser

(TERMS AND CONDITIONS COMPLETELY REVISED)

a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25; *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents; *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the selling agency.

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear interest at the rate of six percent per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars (\$5) shall be due the Government on any amount exceeding \$100 not paid within 30 calendar days from the date of first written demand. Interest on debts of \$100 or less will not be collected if such debts are liquidated without resort to litigation.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Except for term contracts, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10%; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25%. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted

by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to losses only, in the event the property is offered for sale by the "lot", no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs, when a return of property at Government cost is authorized, the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

17. COVENANT AGAINST CONTINGENT FEES.

Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

19. DISPUTES.

(a) Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above; *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) By submission of this bid or proposal, the Bidder or Offeror certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this sale: (1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the Bidder or Offeror and will not knowingly be disclosed by the Bidder or Offeror prior to opening, in the case of a bid, or prior to award, in

the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and (3) no attempt has been made or will be made by the Bidder or Offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that: (1) he is the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered therein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or (2)(i) he is not the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in writing, certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above.

(c) This certification is not applicable to a foreign Bidder or Offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a)(1), (a)(3), or (b), above, has been deleted or modified. Where (a)(2), above, has been deleted or modified, the bid or proposal will not be considered for award unless the Bidder or Offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the selling agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

21. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

22. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Bidder or Purchaser, its agents, servants or employees, while in, upon or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Government harmless from and on account of damages of any kind which the Government may suffer as the result of the acts of the Bidder or Purchaser, its agents, servants, or employees while in or about the said sites.

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement

for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

24. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 21 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is independently owned and operated, is not dominant in its field of operation, and can further qualify under the following small business classification criteria:

(1) *Manufacturers.* Any concern which is primarily engaged in manufacturing is small if its number of employees does not exceed 500 persons: *Provided, however,* That a concern primarily engaged in SIC Industry 2911, Petroleum Refining, is small if its number of employees does not exceed 1,000 persons and it does not have more than 30,000 barrels-per-day crude-oil capacity from owned or leased facilities.

(2) *Other than manufacturers.* Any concern which is primarily not a manufacturer (except as specified in subparagraph (3) of this paragraph) is small if its annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(3) *Stockpile purchasers.* Any concern primarily engaged in the purchase of materials which are not domestic products is small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$25 million.

RECEIVED

MAY 5 1976

WATER RESOURCES DEPT.
SALEM, OREGON

35⁰⁰
Send copy of
Legal description

T-3405

Application for Transfer of Water Right

To the ^{Water Resources Director} STATE ENGINEER OF OREGON:

I, Siegfried Worth
(Name of applicant)

of P.O. Box 726 Cascadia, County of Linn
(Postoffice)

State of Oregon 97, do hereby make application for change place of use
of water for domestic use for one family & ^{sale} garden
(In point of diversion; place of use; use heretofore made of the water)

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

2. The use to which the water is applied is Domestic use for one family
including ^{irrig. of 0.1 ac.} garden
(Irrigation; Mining; Power; Manufacturing; etc.)

3. The name of the ditch, canal or pipe line is a pipe line

4. The point of diversion is located 250 ft. S and 170 ft. W from the NE
(N. or S.) (E. or W.)

corner of Section 1 being within the Lot 1 (NE 1/4 NE 1/4)
(Section or subdivision)

of Section 1 Tp. 14S R. 2E W. M., in the County of Linn
(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 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4
13S	2E	36																X

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, buying
(If not owner, explain your interest)

on contract from Everett Lee & Fern Lee
Everett Lee passed away - payments are now made to Fern (Lee) Schmidt

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? October 2, 1944

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

of permit 16006

10. Do you hold a water right certificate? Yes If so, give number of certificate 15538
(Yes or No)

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

No
(Yes or No)

If so, give title of proceedings

12. Is the water right recorded in your name? No - Everett Lee
(If not, give name)

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 $\frac{1}{4}$
13S	2E	36																X
approximately 250' in a South easterly direction																		

(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
Sales contract	Everett Lee	8400 ⁰⁰

20. Reasons for the proposed changes are Old house has been abandoned and removed and another house moved onto the property 250' SE. of the original location

AFFIDAVIT OF APPLICANT

STATE OF OREGON,

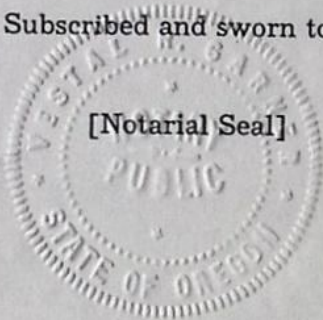
County of Marion } ss.

I, Siegfried Warth, 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 7th day of October, 1975

x Siegfried Warth
(Name of applicant)

Subscribed and sworn to before me this 7th day of October, 1975



Vesta R. Turner
NOTARY PUBLIC FOR OREGON

My commission expires May 12, 1978

Remarks _____

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
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

May 14, 1979

Siegfried Worth
47650 Santiam Hwy
Foster, Oregon 97345

RE: File No. T-3405

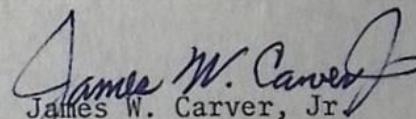
Dear Mr. Worth:

Under the provisions of your approved water right transfer application No. 3405, you proposed to change the place of use of water from Mouse Creek for domestic use for one family, including irrigation of one-tenth acre of garden, with both the old and new places of use being within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 13 South, Range 2 East, W.M.

A statement received from you in February of 1979 indicated that the proposed change in place of use had been fully completed; However, one of our field survey crews reported that they had attempted to make an inspection of the completed project on May 4, 1979 and found a partially completed house with no plumbing fixtures.

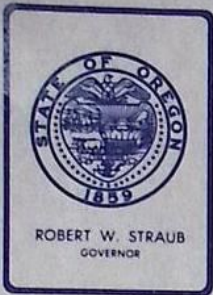
If you have not actually completed the change in place of use and have not accomplished use of water to the extent intended, but you intend to do so, you should complete and file the enclosed application for extension of time.

Sincerely,


James W. Carver, Jr.
Engineer

JWC:lcj

CERTIFIED MAIL - Return Receipt Requested



Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

February 8, 1979

Mr. Siegfried Worth
P.O. Box 726
Cascadia, Oregon 97329

RECEIVED
FEB 14 1979
WATER RESOURCES DEPT.
SALEM, OREGON

RE: File No. T-3405

The time allowed for completion of the change in place of use of water from Mouse Creek, proposed by your water right transfer application No. 3405, expired on October 1, 1978

If the authorized change(s) was/were accomplished on or before said date, please fill out and sign the statement of completion at the bottom of this letter and send it to us.

If you were unable to fully accomplish the change within the time allowed, but were diligently working on it and, therefore, you want to apply for an extension of the time limit, check the box at the very bottom of this letter to request the proper application form.

Sincerely,

James W. Carver, Jr.
James W. Carver, Jr.
Engineer

JWC:lcj

STATEMENT OF COMPLETION

I hereby certify that completion of works and use of water to the extent intended within the provisions of the order of the Water Resources Director approving water right transfer application No. 3405 was accomplished by S. F., 1979.

ok
Qij
2. 7. 1979
Date

Siegfried Worth
Signature



Please send form for application for extension of time limit.

2 story OLD
Forest Service
House (GARDEN)

REPORT ON INSPECTION UNDER TRANSFER
OF WATER RIGHT FOR CHANGE IN:

POD
POU
USE
Add'l POD

Home EVERY DAY
Unit 1 3:00 PM
6/5/89
Tom Paul

Transfer NO. 3405

County Linn

Old Certificate NO. 15538

1. Name Seigfried ^AWorth
Address 47650 Santiam HWY Foster, OR 97345
2. Source of Supply Mouse Creek, Trib of _____
3. Use domestic for 1 family including irrigation of 0.1 acre
4. Amount of Water 0.01 cfs Priority Date October 2, 1944
5. Proposed Point of Diversion _____

6. Completion Date October 1, 1978

7. Place of Use:

Township	Range	Section	Forty Acre Tract	Use for Which Transfer Made
13S	2E	36	SE $\frac{1}{4}$ SE $\frac{1}{4}$	Dom. and 0.1 acre garden & lawn

NEIGHBOR HAD A PARTIALLY
CONSTRUCTED HOUSE 10 YRS
AGO, THAT HE JUST RECENTLY
FINISHED PER THOM PAUL
CONVERSATION.

Russ

OK cont
on #4

Pre 'C'
5-4-1979

May 4, 1979

House
Wrong The New House on this transfer has not been completed yet.
The House has been framed and a partial roof has been completed. I inspected beneath the House and in it and there is not any plumbing or fixtures.
'Pre C'

Steph. Brown
Engineer

INFO: SIEGFRIED WARTH, SAME ADDRESS, HOUSE HAS BEEN IN AND USED SINCE 1974 PER
MR. SIEGFRIED. HOUSE BOUGHT FROM FOREST SERVICE &
SOURCE: MOUSE CREEK TRIB. TO S. SANTIAM RIVER } MOVED TO SIGHT

DIVERSION
~~PIPE~~: MOUSE CREEK 1/4" → 5' x 8' x 12' CONCRETE BOX 1/4" → HOUSE

MOTOR: }
PUMP: } NA

PIPE: 1000' FT 1/4" PLASTIC PIPE

USE: DOMESTIC USE FOR ONE FAMILY
INCLUDING THE IRRIGATION OF
LAWN AND GARDEN

LIFT: -100 FT DIVERSION PT → HOUSE

SURVEY TIE: NE PROPERTY CORNER

Russell W. Khan

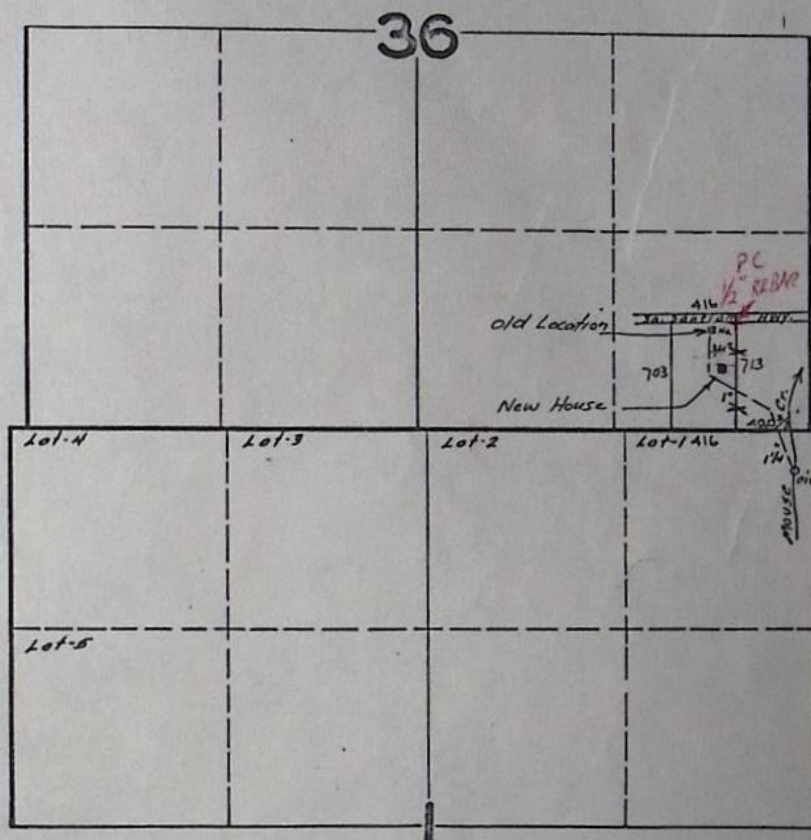
6/8/89

RECEIVED

JUN 1976

DEPT.

T.13&14S.R.2E.W.M.



FINAL PROOF SURVEY
UNDER

Application No. 20504 Permit No. 16006

IN NAME OF

EVERETT LEE

Surveyed JUNE 26 1945



STATE OF OREGON

INTEROFFICE MEMO

TO: Jim Carver
Assistant

FROM: Gene McGinnis
Watermaster

SUBJECT: Mr. Sigfried Worth
Change in Place of Use
Certificate #15538, Application #T-3405

DATE: March 3, 1977

Mr. Worth has filed an application for change in place of use, for 0.01 cfs for domestic use and irrigation of 0.1 acre. Diversion is from Mouse Creek, tributary to South Santiam River.

It appears that this change can be made without injury to other existing rights.

Provision 2, relative to the installation of measuring devices should be included in the transfer order.

GM:jr

Gene McGinnis
Watermaster

THIS CONTRACT, Made the VOL 89 PAGE 368
day of

, 19 , between

EVERETT LEE and FERN LEE, husband and wife
of the County of Linn and State of Oregon, hereinafter called
the first party, and SIEGFREID WARTH and ROSINA WARTH, husband and wife
of Linn and State of Oregon, hereinafter called the second party,
WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
ing described real estate, situate in the County of Linn, State of Oregon, to-wit:

Commencing at the S. E. corner of Section 36, Township 13, S. Range 2,
East of willamette Meridian and running thence West on the South line
of said Section 36, a distance of 480 and 2/3 feet to Corner 1,
designated as the point of beginning; thence North 713 feet to
Corner No. 2 on the South Boundary line of the South Santiam Highway;
thence Westward along the south boundary line of said south Santiam
Highway 416 feet to corner No. 3; thence South of said south Santiam
No. 4, on the south line of said Section 36; thence East on the South
line of said section 36, 416 feet to the point of beginning.

ALSO including all water rights belonging to the first party
and pertaining to the above property.

RECEIVED

MAY 1976

WATER RESOURCES DEPT.
SALEM, OREGON

for the sum of Twelve Thousand and no/100 ----- Dollars (\$12,000.00.)
on account of which Two Thousand and no/100 ----- Dollars (\$ 2,000.00.)
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
mainder to be paid to the order of the first party with interest at the rate of 8 per cent per annum from
date , 19 , on the dates and in amounts as follows:

Monthly installments of not less than \$100.00 per month including the
full amount of interest computed monthly on the deferred balance of the
purchase price. The first of such monthly payments to be made April 1,
1972 and a like payment on the first day of each month thereafter until
the full amount of principal and interest has been paid.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration
of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon
said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on
said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$5,000.00

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first
party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed
thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above spec-
ified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof,
then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring title as
of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, ex-
cepting, however, the above mentioned taxes and assessments

and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the
times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared
to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare
the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract
by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this
agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeit-
ure or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or com-
pensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,000.00. However, the actual consideration
consists of or includes other property or value given or promised which is part of the consideration (indicate which). (1)

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such
sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any
judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's at-
torney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof
shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision
hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the context so
requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all
grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the un-
dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto
by its officers duly authorized thereunto by order of its board of directors.

Everett Lee

Fern Lee

Siegfried Warth

Rosina Warth

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable.
If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and
Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose,
use Stevens-Moss Form No. 1300 or similar unless the contract will become a first lien to finance the purchase of a
dwelling in which event use Stevens-Moss Form No. 1307 or similar.

NOTE: The sentence between the sym-
bols (), if not applicable, should be
deleted; see Oregon Revised Statutes,
Section 93.030. (Material acknowledg-
ment on reverse).

T-3405