



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*R Stanley*

Agent

Addressee

B. Received by (Printed Name)

R STANLEY

C. Date of Delivery

7/23/18

1. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

CSC HOLDINGS LLC S-84098  
 800 WILLAMETTE ST STE 750  
 EUGENE OR 97401

RECEIVED

JUL 25 2018

QWRD



9590 9402 3788 8032 0699 58

2. Article Number (Transfer from service label)

7018 0040 0000 3184 9858

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
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- Collect on Delivery
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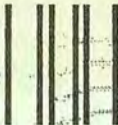
*wk/kw*

Domestic Return Receipt

USPS TRACKING #



9590 9402 3788 8032 0699 58

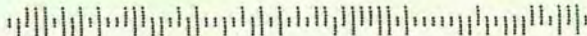


First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

WATER RESOURCES DEPARTMENT  
NORTH MALL OFFICE BUILDING  
725 SUMMER St NE, SUITE A  
SALEM OR 97301-1266



U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ \_\_\_\_\_
- Return Receipt (electronic) \$ \_\_\_\_\_
- Certified Mail Restricted Delivery \$ \_\_\_\_\_
- Adult Signature Required \$ \_\_\_\_\_
- Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

CSC HOLDINGS LLC S-84098  
800 WILLAMETTE ST STE 750  
EUGENE OR 97401

7018 0040 0000 3184 9858



## Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label),
- A unique identifier for your mailpiece,
- Electronic verification of delivery or attempted delivery;
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

### Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:

- Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.
- **IMPORTANT: Save this receipt for your records.**

# Mailing List for Proposed Order of Certification

Scheduled Mailing Date:

Application: S-84098

Permit: S-53638

**Permit Holders:**

+ CSC HOLDINGS LLC  
800 WILLAMETTE ST STE 750  
EUGENE OR 97401

**Copies of Order to be sent to:**

- ~~1.~~ Watermaster (Proposed Order): # 2
- ~~2.~~ File

**Other persons to receive copies: (include map):**

- ~~1.~~ WALTER TRIMMER, CWRE

\_\_\_\_\_  
Copies Mailed  
\_\_\_\_\_

by:

*[Signature]*  
\_\_\_\_\_  
(STAFF)

on:

JUL 19 2018  
\_\_\_\_\_  
(DATE)



**Oregon**  
Kate Brown, Governor

**Water Resources Department**  
725 Summer St NE, Suite A  
Salem, OR 97301  
(503) 986-0900  
Fax (503) 986-0904

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Certified # 7018 0040 0000 3184 9858

**Date Mailed:** JUL 19 2018

**NOTICE**

Reference: Application S-84098 Permit S-53638

Enclosed is a proposed order of certification. The order proposes to cancel Permit S-53638.

If you do not agree with the proposed order, Oregon Administrative Rule 690-330-010(2) allows the permittee or landowner 60 days from the mailing date of this notice to request the Department to reconsider the contents of the proposed order.

If you agree with the proposed order no response to this notice is required. Sometime after the 60 day period, the recorded order will be mailed to the permittee.

If you have any questions please contact Mary Bjork at 503-986-0804.

Sincerely,

Dwight French  
Water Right Services Division Administrator

**BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON**

Order of Certification in the Matter of  
Cancellation of Permit S-53638

)  
)  
)

FINAL ORDER

**Findings of Fact**

1. Application S-84098, in the name of Stahlbush Island Farms and William Chambers, was received March 15, 1999. Permit S-53638 was issued December 23, 1999, approving the application. The permit was assigned to CSC Holdings LLC on March 18, 2015.
2. Permit S-53638 allowed the use of 775.0 acre-feet of water each year from the Willamette Basin Project Reservoirs, for irrigation use on 359.0 acres.
3. The date for complete application of water (C-Date) was to be made on or before October 1, 2004.
4. The Department received a Claim of Beneficial Use on March 16, 2015.
5. The permit contained the below listed condition that was not complied with:  
  
The permittee shall install, maintain, and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the proposed diversion. The required screen is to be in place and functional prior to diversion of any water.
6. In reviewing the Claim Report, it was found that fish screening was installed in 2009.
7. The permit holder did not install fish screening for any time period between when the permit was issued (December 23, 1999) and the C-Date (October 1, 2004).

**NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW**

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 157-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.



8. Under the provisions of OAR 690-320-0020, after the Water Resources Department has received a request for issuance of a water right certificate accompanied by the survey required under ORS 537.230(4) that shows, to the satisfaction of the Department, that an appropriation has been perfected in accordance with the provisions of the Water Rights Act, the Department shall issue to the applicant a certificate of the same character as that described in ORS 539.140.

**Conclusions of Law**

The permit holder demonstrated to the satisfaction of the Department that no beneficial use was accomplished under the permit. The use allowed by Permit S-53638 is lost.

**Now, therefore, it is ORDERED:**

Permit S-53638 is cancelled and is of no further force or effect.

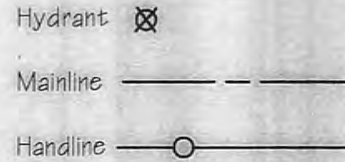
Issued \_\_\_\_\_

**PROPOSED**


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

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

# Final Proof Survey T18S R2W, W.M.



In the name of  
**CSC Holdings LLC**

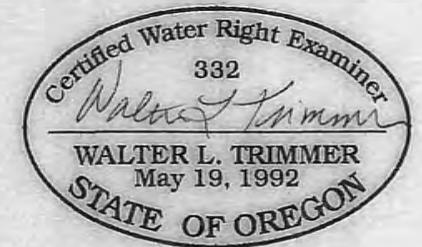
Primary   
Permit S-53638

Primary on Permit S-53638  
Supplemental on   
Certificate S-27827

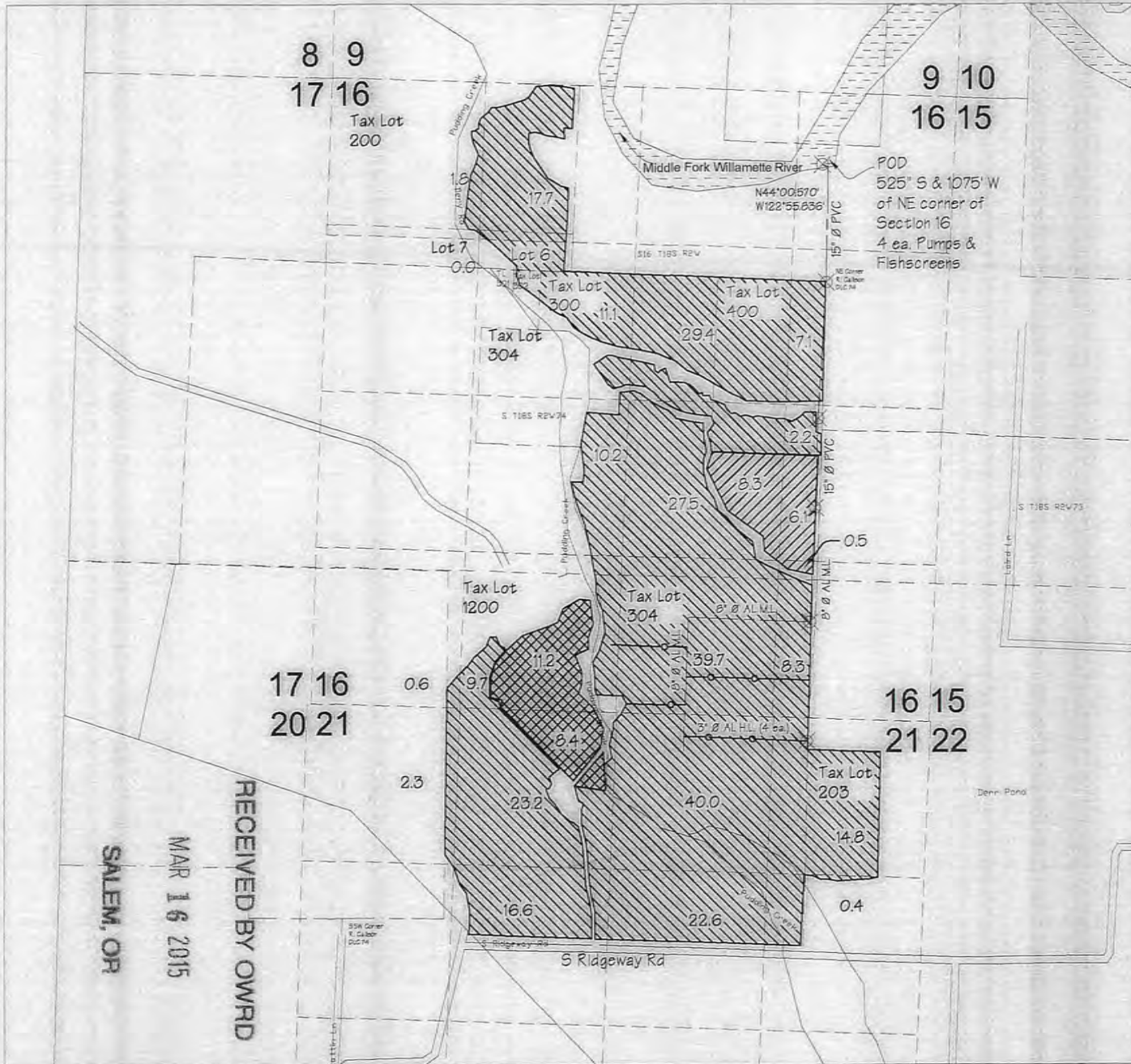
Primary on Permit S-53638  
Supplemental on   
Certificate S-27829

Prepared by  
Walter L. Trimmer  
CWRE #332  
**Trimmer Engineering Inc.**  
3924 NW Walunt Place  
Corvallis, OR 97330  
541-754-2819  
Scale 1" = 1320'

December 4, 2014  
Layout: FP Survey  
File: Stahlbush\_Pleasant\_Hill.dwg  
Based on USGS Springfield Quad  
**DWG 1 of 1**



Expires 6/30/2016





*Note - if Fl failure is overcome, CWRE needs to provide a Revised Map for addressing five found errors/issues, before any cert is issued, see attached Word Copy Map.*

STATE OF OREGON

COUNTY OF LANE

CERTIFICATE OF WATER RIGHT

*mfb 7-11-18*

THIS CERTIFICATE ISSUED TO

CSC HOLDINGS LLC  
 800 WILLAMETTE ST STE 750  
 EUGENE OR 97401

confirms the right to the use of water perfected under the terms of Permit S-53638. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point of diversion from the source. The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-84098

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1625 AND R-5363, TRIBUTARIES OF MIDDLE FORK WILLAMETTE RIVER

PURPOSE OR USE: IRRIGATION OF 319.7 ACRES

MAXIMUM VOLUME ALLOWED: 775.0 ACRE-FEET PER YEAR

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31 OR AS FURTHER LIMITED BY CONTACT

DATE OF PRIORITY: MARCH 15, 1999

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
18 S	2 W	WM	16	NE NE	1	525 FEET SOUTH AND 1075 FEET WEST FROM NE CORNER, SECTION 16

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

A description of the place of use is as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
18 S	2 W	WM	16	SW NE		74	29.4
18 S	2 W	WM	16	SE NE		74	7.1
18 S	2 W	WM	16	NE NW			17.7
18 S	2 W	WM	16	NW NW			1.8
18 S	2 W	WM	16	SE NW	6		11.1?
18 S	2 W	WM	16	SE NW		74	11.1?

**NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW**

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

Twp	Rng	Mer	Sec	Q-Q	GLot	DLC	Acres
18 S	2 W	WM	16	NE SW		74	10.2
18 S	2 W	WM	16	SW SW		74	0.6
18 S	2 W	WM	16	SE SW		74	20.9
18 S	2 W	WM	16	NE SE		74	8.3
18 S	2 W	WM	16	NW SE		74	35.8
18 S	2 W	WM	16	SW SE		74	39.7
18 S	2 W	WM	16	SE SE		74	8.8
18 S	2 W	WM	21	NE NE		73	14.8?
18 S	2 W	WM	21	NE NE		74	14.8?
18 S	2 W	WM	21	NW NE		74	40.0
18 S	2 W	WM	21	SW NE		74	22.6
18 S	2 W	WM	21	SE NE		73	0.4
18 S	2 W	WM	21	SE NE		74	?
18 S	2 W	WM	21	NE NW	74		31.6
18 S	2 W	WM	21	NW NW	74		2.3
18 S	2 W	WM	21	SE NW	74		16.6

Measurement, recording and reporting conditions:

- A. The water user shall maintain the meter or other suitable measuring device approved by the Director in good working order, shall keep a complete record of the amount of water used each month, and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the water user to report general water-use information, including the place and nature of use of water under the right.
- B. The water user shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

The use of water under this right is subject to the terms and conditions of Contract No. 9-07-10-W1252, or a satisfactory replacement, between the Bureau of Reclamation and the water user, a copy of which is on file in the records of the Water Resources Department.

The water user shall maintain and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the diversion.

The use may be restricted if the quality of the source stream or downstream water decrease to the point that those waters no longer meet state or federal water quality standards due to reduced flows.

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

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

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

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



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

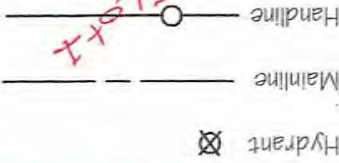
Issued \_\_\_\_\_

---

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

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

# Final Proof Survey T185 R2W, W.M.



In the name of  
**CSC Holdings LLC**  
 Permit S-53638  
 Primary  
 Supplemental on  
 Certificate S-27827  
 Primary on Permit S-53638  
 Supplemental on  
 Certificate S-27829

*WORK COPY*

Prepared by

Walter L. Trimmer  
CWRE #332

**Trimmer Engineering Inc.**  
 3924 NW Walnut Place  
 Corvallis, OR 97330  
 541-754-2819  
 Scale 1" = 1320'

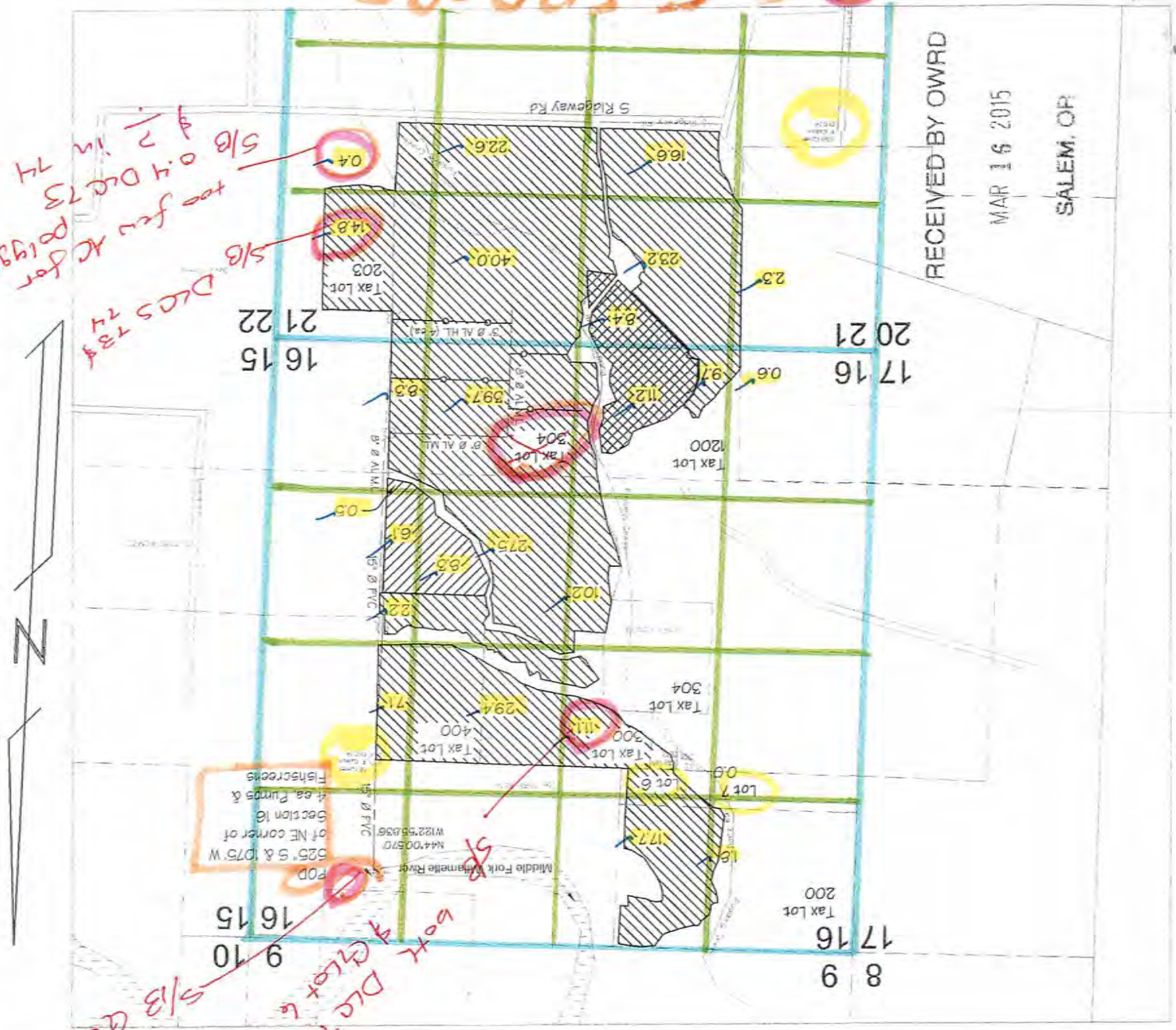
December 4, 2014

Layout: FP Survey  
 File: Stahlbush\_Pleasant\_Hill.dwg  
 Based on USGS Springfield Quad

DWG 1 of 1



Expires 6/30/2016



RECEIVED BY OWRD  
 MAR 16 2015  
 SALEM, OR



to CH for PR

**MEMO - Proof to Satisfaction** (March 17, 2014)

Application # <u>5-84098</u>	Permit # <u>5-53638</u>	Transfer #
WRD Reviewer <u>Mary Bjore</u>	Date <u>6-29-18</u>	
WRD Peer Reviewer <u>C. Holmwood</u>	Date <u>Rec'd back 7-10-18</u>	

**Research**

- ✓ Organize file in chronological order
- ✓ Pull CBU Report & Map(s), Application Map, relevant Permit, Certificate, or Transfer Order, most recent Assignments. → CSC Holdings LLC  
Extension Orders, SWL Measurements, Fish Screen Certification Documents, Water Use Reports & Pump Tests
- ✓ Search for Water Right Location using Interactive Mapper. Identify Tax Lots & check for Area of Interest (AOI)
- ✓ Water Organization identified using AOI?  No  Yes  
If "Yes" cc: \_\_\_\_\_ & Add to Mailing List
- ✓ Print Tax Lot Map from ormap.net for the original Place of Use, and confirm Current Ownership & Address with County Assessor All TLS CSC  
If there is a new owner, Add to Mailing List, including the owner(s) name & tax lot number
- ✓ Print Platcard & check for Place of Use Conflict?  No  Yes  
If "Yes", provide copy of certificate & relevant map
- ✓ Print BLM Cadastral Survey
- ✓ Does Claim Map identify correct DLC, Gov't Lots, QQ's?  No  Yes DLC 74 + 6 lots 4 + 7  
If "No", either \_\_\_\_\_ WRD amend map OR \_\_\_\_\_ prepare Order of Certification

Note - DLC 73 not on map; TL 304 (SWSE, sec. 16) is in error, S/B TL 1200; 5 ERRORS found on Map  
11.1 AC (SENW, sec. 16) S/B claimed as in DLC 74 + 6 lots  
CBU listing doesn't confirm, lists Tls under 6 lot heading  
 Have conditions on relevant permit, certificate, or transfer order been complied with? Yes, No, OR N/A

- NO Fish Conditions shall screen & by-pass - Installed 2009 After C-Date
- YES Meter/measuring device shall - installed 2000
- YES Water Use Reporting shall - WY 2000
- N/A Pump Test (post December 19, 1988)
- Other Conditions \_\_\_\_\_
- SWL \_\_\_\_\_
- YES C-Date 10-1-04 - Accomplished 2000
- Permit 12-23-99

Run Capacity Calculator and Print Findings (for pump, sprinklers, pipes, ditches, as appropriate)

NOTES: Developed Less AC  
Will Bsn Pro. Res @ 775.0 AF (< 2.51 AC) for 1R 359.0 AC

Affidavits Rec'd for Diminution Certs 27827, 27828, 27829

FI after C-Date. CBU states screen installed 2009

ODFW form states Pumps 1-3 installed 2005 w/ " ? " &

devices don't meet ODFW standards, & Pump 4 installed 2009 w/ approved standard.

CWRE - Walt Trimmer



**Determination**

\_\_\_ I've determined that the permit/transfer was fully developed as authorized and that a **FINAL** Certificate should be issued.

\_\_\_ I've determined that the permit/transfer was not fully developed as authorized and that a **PROPOSED** Certificate should be issued. A proposed Certificate should be issued for the following reason(s):

I've determined that beneficial use was NOT made within the terms and conditions and that a **Proposed Order of Certification** (denial) should be issued. A proposed Order of Certification should be issued for the following reason(s): *fish protection installed After C-Date*

**Processing**

\_\_\_ Stamp PROPOSED or Assign CERT# \_\_\_\_\_ or ORDER OF CERTIFICATION (circle one)

\_\_\_ Draft Certificates or Proposed Order of Certifications are available in the Application directory.

\_\_\_ Prepare Mailing List. Include Applicant(s); Receiving Landowner(s); Current Owner(s); Water Organizations; CWRE. Indicate records to be marked.

Record marking:	App _____	Permit _____	Cert _____
	App _____	Permit _____	Cert _____
	App _____	Permit _____	Cert _____
	App _____	Permit _____	Cert _____

*Also - POD should map list as w/ 1 A Lot 1*

**NOTES:**

*POU Notes cont' . 14.8 AC ( NENE, sec. 21) 5/18*

*Claimed as in both DLC 73 & 74 .*

*0.4 AC in SENE, sec. 21 appears to be in error, as 0.4 AC in DLC 73 & ? in DLC 74* *too few ACRES*

*system - POD has 4 pumps → manifold appears capable, but 319.7 AC claimed maybe in error due to underacrege listed in SENE (0.4) . Re Address map issues if CN is overcome w/ Addtl. Fish Info.*



WORK COPY

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

# Final Proof Survey T18S R2W, W.M.

- Hydrant
- Mainline
- Handline

In the name of  
**CSC Holdings LLC**  
 Primary  
 Permit S-53638

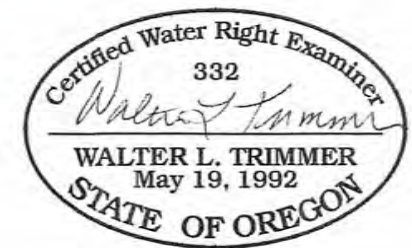
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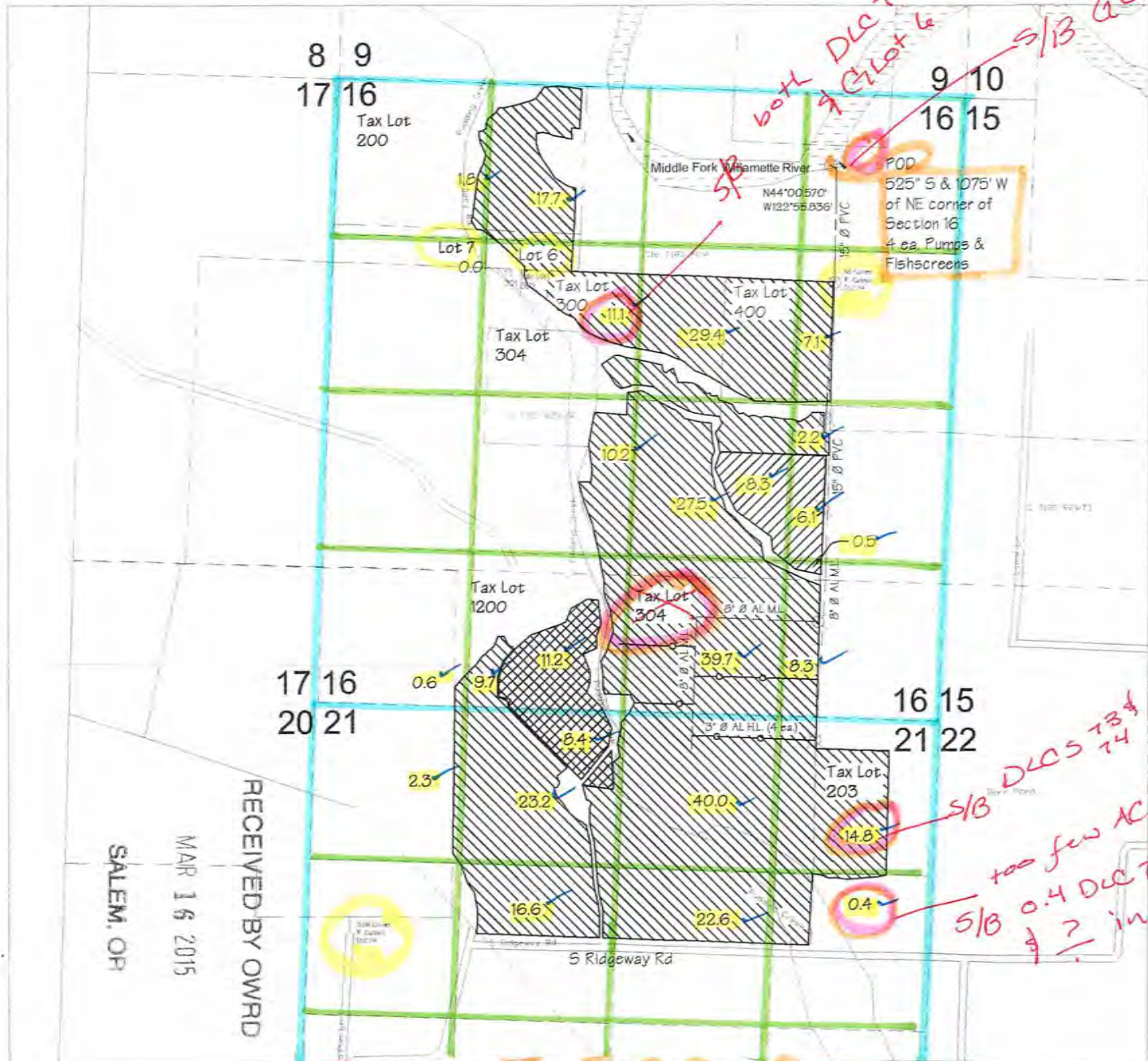
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December 4, 2014  
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 Based on USGS Springfield Quad

**DWG 1 of 1**



Expires 6/30/2016



RECEIVED BY OWRD

SALEM, OR

MAR 16 2015

O = 5 ERRORS



STATE OF OREGON

COUNTY OF LANE

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

STAHLBUSH ISLAND FARMS  
WILLIAM CHAMBERS  
3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333

*Assigned*

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

APPLICATION FILE NUMBER: S-84098

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1625 AND R-5363, TRIBUTARIES OF MIDDLE FORK WILLAMETTE RIVER

PURPOSE OR USE: IRRIGATION OF 359.0 ACRES

MAXIMUM VOLUME ALLOWED: 775.0 ACRE-FEET PER YEAR

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31 OR AS FURTHER LIMITED BY CONTRACT

DATE OF PRIORITY: MARCH 15, 1999

POINT OF DIVERSION LOCATION: NE 1/4 NE 1/4, SECTION 16, T18S, R2W, W.M.; 525 FEET SOUTH & 1075 FEET WEST FROM NE CORNER, SECTION 16

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW 1/4 NE 1/4 35.0 ACRES *29.4*

SE 1/4 NE 1/4 7.0 ACRES *7.1*

NE 1/4 NW 1/4 25.0 ACRES *17.7*

NW 1/4 NW 1/4 5.0 ACRES *1.8*

Application S-84098 Water Resources Department

PERMIT 53638

SW 1/4 NW 1/4	1.0 ACRES	0-
SE 1/4 NW 1/4	20.0 ACRES	11.1
NE 1/4 SW 1/4	10.0 ACRES	10.2 → 5WSW 0.6
SE 1/4 SW 1/4	12.0 ACRES	20.9
NE 1/4 SE 1/4	9.0 ACRES	8.3
NW 1/4 SE 1/4	40.0 ACRES	35.8
SW 1/4 SE 1/4	40.0 ACRES	39.7
SE 1/4 SE 1/4	6.0 ACRES	8.8

## SECTION 16

NE 1/4 NE 1/4	25.0 ACRES	14.8
NW 1/4 NE 1/4	40.0 ACRES	40.0
SW 1/4 NE 1/4	20.0 ACRES	22.6
SE 1/4 NE 1/4	5.0 ACRES	0.4
NE 1/4 NW 1/4	35.0 ACRES	31.6
NW 1/4 NW 1/4	3.0 ACRES	2.3
SW 1/4 NW 1/4	1.0 ACRES	0-
SE 1/4 NW 1/4	20.0 ACRES	16.4

## SECTION 21

= 319.7

TOWNSHIP 18 SOUTH, RANGE 2 WEST, W.M.

## Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.



The use of water under this right is subject to the terms and conditions of contract No. 9-07-10-W1252, or a satisfactory replacement, between the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department.

The permittee shall install, maintain, and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the proposed diversion. The required screen is to be in place and functional prior to diversion of any water.

If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area.

The use may be restricted if the quality of the source stream or downstream water decrease to the point that those waters no longer meet state or federal water quality standards due to reduced flows.

#### STANDARD CONDITIONS

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

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

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

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

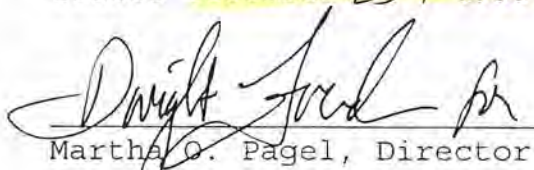
The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.



The Director finds that the proposed use(s) of water described by this permit, as conditioned, will not impair or be detrimental to the public interest.

Actual construction work shall begin by December 23, 2000. Complete application of the water to the use shall be made on or before October 1, 2004. Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

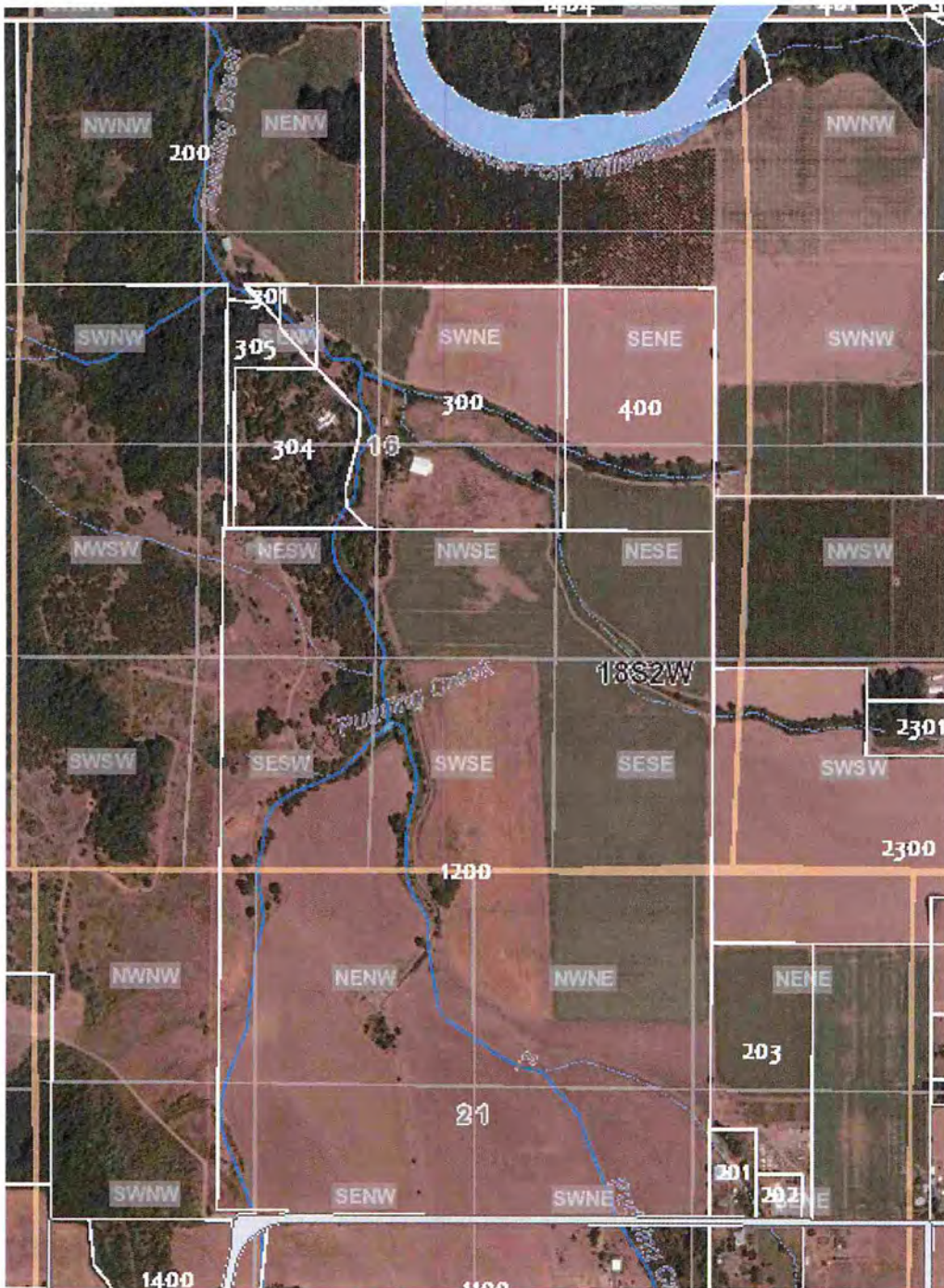
Issued December 23, 1999

  
Martha O. Pagel, Director  
Water Resources Department

NOTE: Pursuant to ORS 537.330, in any transaction for the conveyance of real estate that includes any portion of the lands described in this permit, the seller of the real estate shall, upon accepting an offer to purchase that real estate, also inform the purchaser in writing whether any permit, transfer approval order, or certificate evidencing the water right is available and that the seller will deliver any permit, transfer approval order or certificate to the purchaser at closing, if the permit, transfer approval order or certificate is available.

Application S-84098      Water Resources Department  
Basin 02                      Volume 1 MID FK WILLAMETTE R  
AMH                              MGMT.CODE 1BF 1BW

PERMIT 53638  
District 2







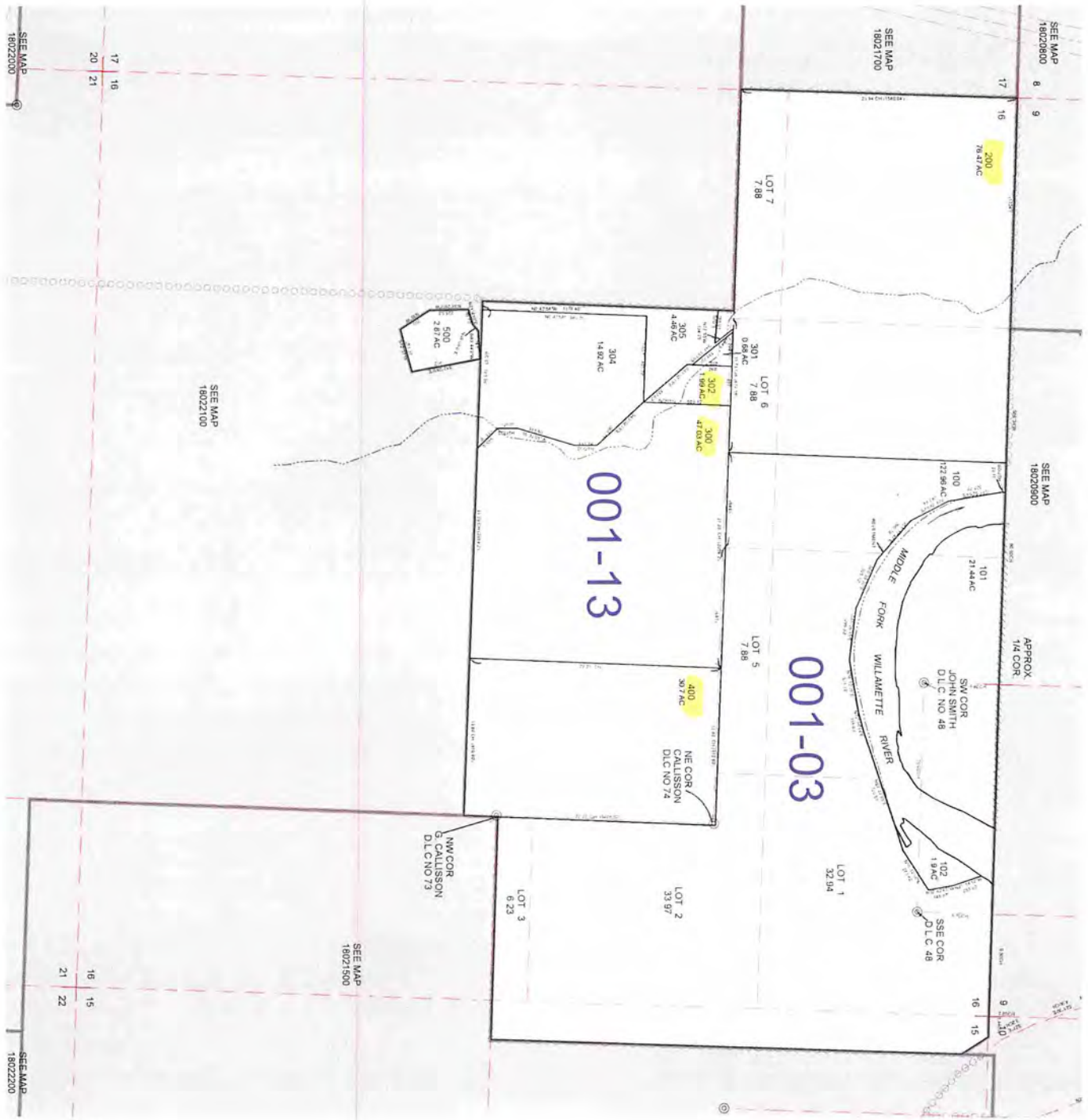
D/C  
25

SECTION 16 T. 18S. R. 2W. W.M.  
Lane County  
1" = 400'

18021600

4/29/09 - 2017-09-15 10:04

CANCELLED  
303



MINOR: 2017-09-15 10:04  
18021600  
18021500  
18022200

18021600









## Lane County Assessment & Taxation Property Information Search

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<http://apps.lanecounty.org/TaxStatement/Search.aspx>.

To view tax maps, visit  
<http://apps.lanecounty.org/TaxMap/Search.aspx>.

This site is for general public use only. It is not intended for commercial use.



**NEW!** Commercial  
**Appraisal Cards** are  
now available online for  
Lane County

properties.

To access the commercial appraisal card click on the map/taxlot link (*if available*).

Start Over

**Account Number** 0568988

**Map, Tax Lot & SIC** 18-02-16-00-00200

**Site Address** 86243 DERY RD PLEASANT HILL OR 97455

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

### Owner Information

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

**Account Type** Real Property

**Account** 76.47

**Acreage**

**Pending** NO

**Property Change**

**Property Class** Farm

### Special Assessment Program

Zoned Farm

**Taxlot Record** [1802160000200](#)

**Commercial** n/a

**Appraisal  
Card**

### Assessor's Photos & Sketches

Click on any of the photo/sketch thumbnails to view and download the image full-size (opens in new window). Once in full-size view, use your browser "File>Save (Page) As" menu to download to your computer.

[About Assessor Sketches/Photos](#)



**Property Value and Taxes**

Real Market Value (RMV)			Total Assessed Value	
Year	Land	Improvement	Total	
2017	\$317,736	\$144,840	\$462,576	\$139,770
<b>2017 Taxable Value</b>	<b>2017 Tax</b>	<b>2017 Tax Code Area</b>	**The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.	
\$139,770	\$1,456.08	00113		

Residential **Building #1 (of 1)** If there are multiple dwellings, building characteristics will display for only one of the dwellings.

Year Built	1960	Floor	Base Sq Ft	Finished Sq Ft	Structure	Sq Ft
%	100	Basement	N/A	N/A	Bsmt Garage	N/A
<b>Improvement Complete</b>		First	1112	1112	Att Garage	240
		Second	N/A	N/A	Det Garage	N/A
		Attic	N/A	N/A	Att Carport	N/A
		<b>Total</b>	<b>1112</b>	<b>1112</b>		

**Commercial Building** None

Generated by on Jun 22, 2018 at 10:59am using Regional Land Information Database, <https://www.rlid.org/>





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**NEW! Commercial Appraisal Cards** are now available online for Lane County properties.

To access the commercial appraisal card click on the map/taxlot link (*if available*).

Start Over

**Account Number** 0569002

**Map, Tax Lot & SIC** 18-02-16-00-00300

**Site Address** 86195 DERY RD PLEASANT HILL OR 97455

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

### Owner Information

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

**Account Type** Real Property

**Account** 47.03

**Acreage**

**Pending** NO

**Property Change**

**Property Class** Farm

### Special Assessment Program

Zoned Farm

**Taxlot Record** [1802160000300](#)

**Commercial** n/a

**Appraisal  
Card**

### Assessor's Photos & Sketches

Click on any of the photo/sketch thumbnails to view and download the image full-size (opens in new window). Once in full-size view, use your browser "File>Save (Page) As" menu to download to your computer.

[About Assessor Sketches/Photos](#)



11

1

**Property Value and Taxes**

	Real Market Value (RMV)		Total Assessed Value	
Year	Land	Improvement	Total	
2017	\$284,819	\$399,373	\$684,192	\$349,650

2017 Taxable Value	2017 Tax	2017 Tax Code Area
\$349,650	\$3,642.55	00113

\*The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.

Residential **Building #1 (of 1)** If there are multiple dwellings, building characteristics will display for only one of the dwellings.

Year Built	1989	Floor	Base Sq Ft	Finished Sq Ft	Structure	Sq Ft
%	100	Basement	N/A	N/A	Bsmt Garage	N/A
<b>Improvement Complete</b>		First	1665	1665	Att Garage	720
		Second	520	520	Det Garage	N/A
		Attic	N/A	N/A	Att Carport	N/A
		<b>Total</b>	<b>2185</b>	<b>2185</b>		

**Commercial Building** None

Generated by on Jun 22, 2018 at 11:04am using Regional Land Information Database, <https://www.rlid.org/>





**Lane County Assessment & Taxation  
Property Information Search**

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**NEW! Commercial Appraisal Cards** are now available online for Lane County properties.

To access the commercial appraisal card click on the map/taxlot link (if available).

Start Over

**Account Number** 0569028

**Map, Tax Lot & SIC** 18-02-16-00-00302

**Site Address** ADDRESS UNKNOWN

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

**Owner Information**

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

Account Type	Real Property	Special Assessment Program
Account	1.99	Zoned Farm
Acreage		
Pending	NO	<b>Taxlot Record</b> <a href="#">1802160000302</a>
Property Change		<b>Commercial</b> n/a
Property Class	Farm	<b>Appraisal Card</b>

**Property Value and Taxes**

Real Market Value (RMV)		Total Assessed Value	
Year	Land Improvement Total		
2017	\$16,161	\$0	\$16,161
			\$752

2017 Taxable Value	2017 Tax	2017 Tax Code Area
\$752	** \$7.83	00113

\*\*The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.

**Residential Building** None

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**Commercial Building** None

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Generated by on Jun 22, 2018 at 11:02am using Regional Land Information Database, <https://www.rlid.org/>





**Lane County Assessment & Taxation  
Property Information Search**

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**NEW! Commercial Appraisal Cards** are now available online for Lane County properties.

To access the commercial appraisal card click on the map/taxlot link (if available).

Start Over

**Account Number** 0569036

**Map, Tax Lot & SIC** 18-02-16-00-00400

**Site Address** ADDRESS UNKNOWN

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

**Owner Information**

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

Account Type	Real Property	Special Assessment Program
Account	30.70	Zoned Farm
Acreage		
Pending Property Change	NO	<b>Taxlot Record</b> <a href="#">1802160000400</a>
Property Class	Farm	<b>Commercial Appraisal Card</b> n/a

**Property Value and Taxes**

Real Market Value (RMV)			Total Assessed Value
Year	Land	Improvement	Total
2017	\$149,851	\$0	\$149,851
			\$23,754
<b>2017 Taxable Value</b>	<b>2017 Tax</b>	<b>2017 Tax Code Area</b>	
\$23,754	** \$247.46	00113	

\*\*The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.

**Residential Building** None

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**Commercial Building** None

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## Lane County Assessment & Taxation Property Information Search

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**NEW!** Commercial Appraisal Cards are now available online for Lane County

properties.

To access the commercial appraisal card click on the map/taxlot link (*if available*).

Start Over

**Account Number** 0570273

**Map, Tax Lot & SIC** 18-02-21-00-01200

**Site Address** 85810 DERY RD PLEASANT HILL OR 97455

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

### Owner Information

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

### Special Assessment Program

**Account Type** Real Property

Forest Deferral

**Account** 283.22

Zoned Farm

**Acreage**

**Pending** NO

**Taxlot Record** [1802210001200](#)

**Property Change**

**Commercial** n/a

**Property Class** Farm

**Appraisal  
Card**

### Assessor's Photos & Sketches

Click on any of the photo/sketch thumbnails to view and download the image full-size (opens in new window). Once in full-size view, use your browser "File>Save (Page) As" menu to download to your computer.

[About Assessor Sketches/Photos](#)



11

12

**Property Value and Taxes**

Year	Real Market Value (RMV)		Total	Total Assessed Value
	Land	Improvement		
2017	\$647,426	\$1,316,051	\$1,963,477	\$1,153,868

<b>2017 Taxable Value</b>	<b>2017 Tax</b>	<b>2017 Tax Code Area</b>
\$1,153,868	\$12,020.65	00113

\*\*The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.

Residential **Building #1 (of 2)** If there are multiple dwellings, building characteristics will display for only one of the dwellings.

<b>Year Built</b>	1998	<b>Floor</b>	<b>Base Sq Ft</b>	<b>Finished Sq Ft</b>	<b>Structure</b>	<b>Sq Ft</b>
<b>%</b>	100	<b>Basement</b>	N/A	N/A	<b>Bsmt Garage</b>	N/A
<b>Improvement Complete</b>		<b>First</b>	5546	5546	<b>Att Garage</b>	891
		<b>Second</b>	N/A	N/A	<b>Det Garage</b>	N/A
		<b>Attic</b>	N/A	N/A	<b>Att Carport</b>	N/A
		<b>Total</b>	5546	5546		





## Lane County Assessment & Taxation Property Information Search

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**NEW! Commercial Appraisal Cards** are now available online for Lane County

properties.

To access the commercial appraisal card click on the map/taxlot link (*if available*).

Start Over

**Account Number** 1441425

**Map, Tax Lot & SIC** 18-02-21-00-00203

**Site Address** ADDRESS UNKNOWN

**Taxpayer Address** 800 WILLAMETTE ST STE 750 EUGENE, OR 97401

**Additional Account Numbers for this Tax Lot**

### Owner Information

Owner	Address	City State Zip
CSC HOLDINGS LLC	800 WILLAMETTE ST STE 750	EUGENE, OR 97401

**Account Type** Real Property

**Account** 18.37

**Acreage**

**Pending** NO

**Property Change**

**Property Class** Farm

### Special Assessment Program

Zoned Farm

**Taxlot Record** [1802210000203](#)

**Commercial** n/a

**Appraisal Card**

### Assessor's Photos & Sketches

Click on any of the photo/sketch thumbnails to view and download the image full-size (opens in new window). Once in full-size view, use your browser "File>Save (Page) As" menu to download to your computer.

[About Assessor Sketches/Photos](#)



**Property Value and Taxes**

Real Market Value (RMV)		Total Assessed Value	
Year	Land	Improvement	Total
2017	\$115,236	\$48,840	\$164,076
			\$66,923
<b>2017 Taxable Value</b>	<b>2017 Tax</b>	<b>2017 Tax Code Area</b>	
\$66,923	\$697.18	00113	

*\*\*The tax shown is the amount certified for the current tax year. It does not reflect any subsequent value changes, nor does it include any discounts offered, payments made, interest owing, or previous year's owing.*

**Residential Building** None

**Commercial Building** None

Generated by on Jun 22, 2018 at 11:35am using Regional Land Information Database, <https://www.rlid.org/>



Search Criteria

Meridian:  Township:  South  West  Section:  Records per Page:

Platcards Maps!  
[Learn about](#) \* [View Map](#)

Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	qq(40):	qq(160):	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Unknown
<a href="#">Select</a> Permit: S 53638 *	<i>R.o.f.R.</i>	3/15/1999	IRRIGATION						25	40	20	8	38	8	1	20									
Additional Info: CSC HOLDINGS LLC App: S84098 Permit: S53638									148		22.6	0.4	31.6	2.3	0-16.3										
<a href="#">Select</a> Cert:28084 OR *	<i>N/C</i>	5/29/1957	IRRIGATION			73			7.2																
Additional Info: RAYMOND E KERR App: G671 Permit: G576 Cert: 28084																									
<a href="#">Select</a> App: S 87330 DN ✓		11/5/2008	QUASI-MUNICIPAL USES	DN ✓					*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	
Additional Info: JEFF DEMERS App: S87330																									
<a href="#">Select</a> App: P 78969 * ✓		12/27/1994	LIVESTOCK																						*
Additional Info: BRUCE ALFORD App: P78969																									
<a href="#">Select</a> App: P 79104 * ✓		12/1/1994	LIVESTOCK																						*
Additional Info: ERICK E EKSTROM App: P79104																									
<a href="#">Select</a> App: P 79747 * ✓		1/4/1995	LIVESTOCK																						*
Additional Info: KEN E KESEY App: P79747																									
<a href="#">Select</a> Claim:GR 1328 * ✓		12/31/1953	IRRIGATION								1.7	8.3													



<u>Additional Info:</u> L F LUFTON Claim: GR1328																				
<u>Select</u>	Cert:27820 OR *	4/13/1955	IRRIGATION	75									4	2.8						
<u>Additional Info:</u> MILTON V WALKER,M.D. App: S29898 Permit: S23410 Cert: 27820																				
<u>Select</u>	Cert:27829 OR *	2/20/1957	IRRIGATION	74					8.4											
<u>Additional Info:</u> ALBERT W DERY App: S31120 Permit: S24679 Cert: 27829 <i>OK by Affidavit for Dim.</i>																				
<u>Select</u>	Cert:46582 OR *	9/27/1975	RECREATION	76											*					
<u>Additional Info:</u> WILLIAM W/JANE BERG App: R52462 Permit: R6321 Cert: 46582																				
<u>Select</u>	Cert:46583 OR *	12/26/1974	RECREATION	76											*					
<u>Additional Info:</u> WILLIAM & JANE BERG App: S52667 Permit: S39460 Cert: 46583																				

Acreage Legend: 12.25 Regular acreage      -12.25 Acreage is on a canceled right      (12.25) Acreage is part of a transfer and has not been proven up on yet (inchoate)      [12.25] Acreage has been suspended      \* Acreage is not specified



Search Criteria

Meridian:  Township:  South  West  Section:  Records per Page:  Search

Platcards Maps!  
[Learn about](#) \* [View Map](#)

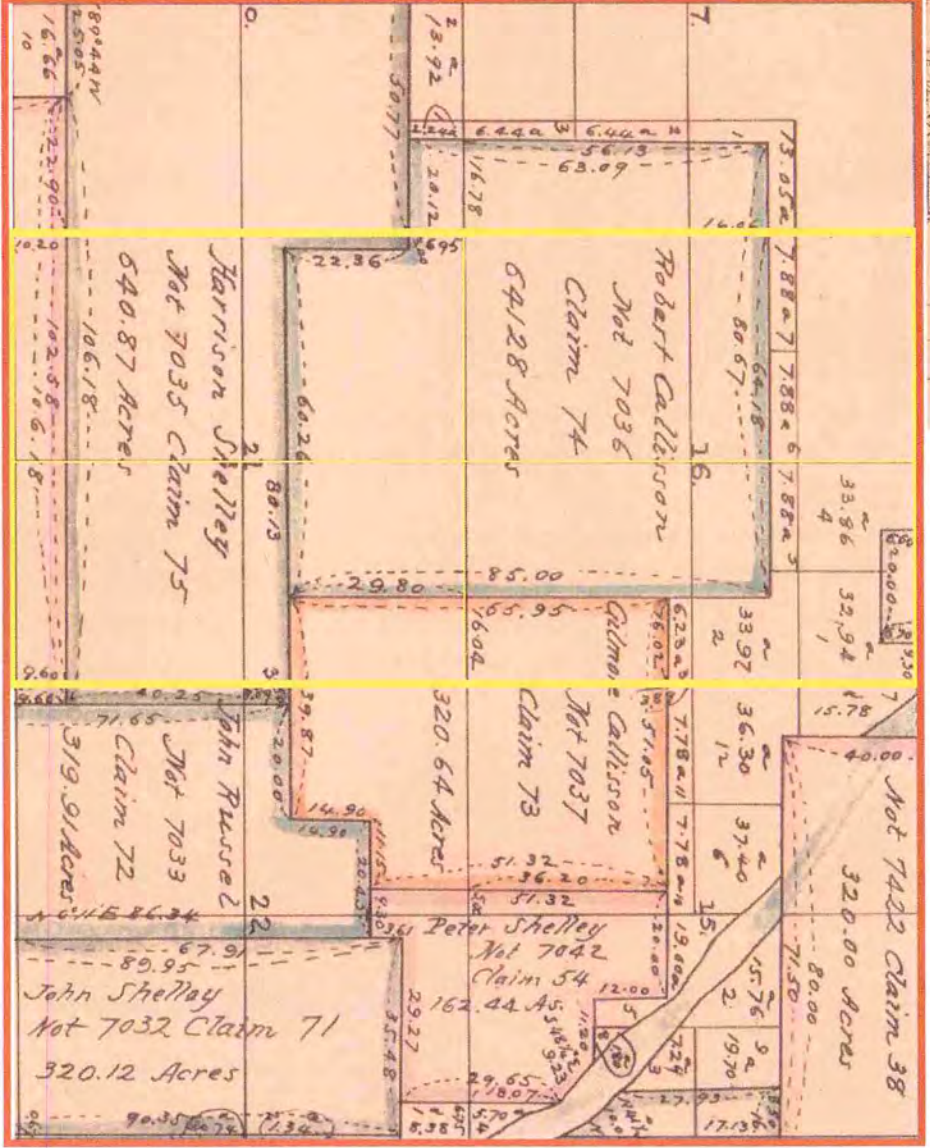
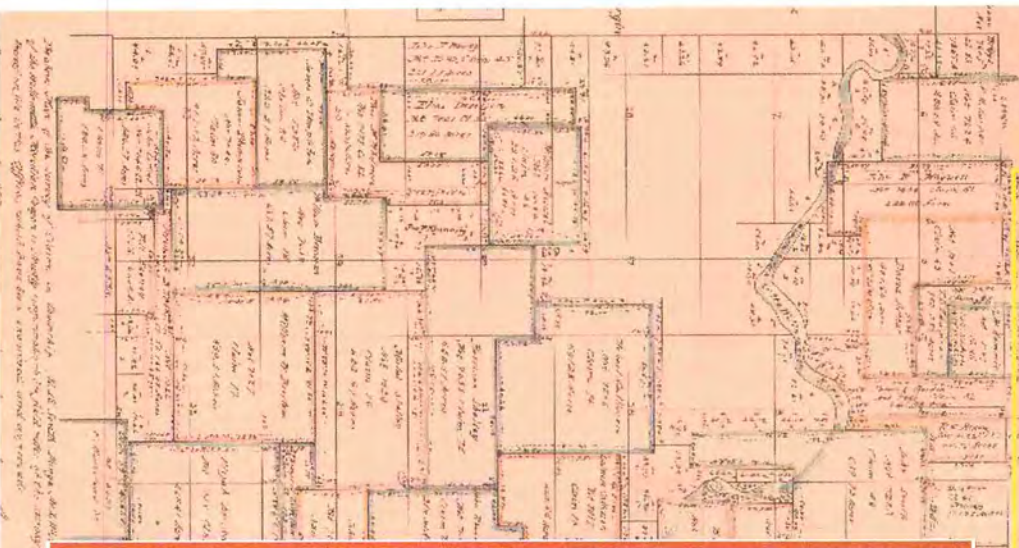
Water Right	Changing Xfers	Priority	Use	Use Status	DLC	Gov't Lot	Q(40):	Q(160):	NE NE	NW NE	SW NE	SE NE	NE NW	NW NW	SW NW	SE NW	NE SW	NW SW	SW SW	SE SW	NE SE	NW SE	SW SE	SE SE	Unknown QQ	
<a href="#">Select</a> Permit: S 53638 *	<i>Ref R.</i>	3/15/1999	IRRIGATION								38	7	25	5	1	28	10			0.6	12	8	40	40	8	
Additional Info: CSC HOLDINGS LLC App: S84098 Permit: S53638											<i>29.4</i>	<i>1.1</i>	<i>17.7</i>	<i>1.8</i>	<i>0</i>	<i>11.1</i>	<i>10.2</i>			<i>20.9</i>	<i>8.3</i>	<i>35.8</i>	<i>39.7</i>	<i>8.8</i>		
<a href="#">Select</a> Cert:35349 OR *	<i>NIC</i>	5/10/1960	IRRIGATION			5					8.4															
Additional Info: RAYMOND P LAIRD App: S33677 Permit: S26679 Cert: 35349																										
<a href="#">Select</a> Cert:43468 OR *	<i>NIC</i>	4/10/1969	IRRIGATION			5					1															
Additional Info: LYMAN W TINKER App: S45923 Permit: S34310 Cert: 43468																										
<a href="#">Select</a> App: G 14949 WD		3/19/1999	IRRIGATION WD														-7				8		-35			
Additional Info: WILLIAM CHAMBERS App: G14949																										
<a href="#">Select</a> Cert:27827 OR *	<i>OK by Affidavit for Dim.</i>	2/20/1957	IRRIGATION			74															4.7	10	0.3	0.9		
Additional Info: ALBERT W DERY App: S31119 Permit: S24678 Cert: 27827																										
<a href="#">Select</a> Cert:27828 OR *		2/20/1957	STORAGE			74																				
Additional Info: ALBERT W DERY																										











Shelley, John of Williamsport, Michigan, filed for a claim to the land shown on this map, and the same is hereby acknowledged by the State of Michigan, and the same is hereby certified to the proper authorities for their consideration and approval.



# Water Use Report Based on Water Right



Permit: S 53638 \*

CSC HOLDINGS LLC 101 E BROADWAY SUITE 103 EUGENE, OR 97401

Records per page:  [View All](#)

Acre-feet (AF) of Water Used

Water Year <sup>1</sup>	Report ID	Facility	Acre-feet (AF) of Water Used												Total Water Used	Irrigated Acres		
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
2017	<a href="#">51517</a>	CONTRACT 90710W1252										1.08	10.29	5.67		17.04		
2016	<a href="#">51517</a>	CONTRACT 90710W1252								21.02	43.63	48.39	20.65				133.69	
2015	<a href="#">51517</a>	CONTRACT 90710W1252								8.83	83.55	62.49					154.87	
2014	<a href="#">51517</a>	CONTRACT 90710W1252							7.50	13.37	7.03	20.03	20.18				68.11	
2013	<a href="#">51517</a>	CONTRACT 90710W1252	0.00	0.00	0.00	0.00	0.00	0.00	2.80	15.02	52.57	37.58	54.67	15.51			178.14	
2010	<a href="#">51517</a>	CONTRACT 90710W1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	171.90	168.40	38.60				399.90	
2004	<a href="#">51517</a>	CONTRACT 90710W1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.00	75.00	39.00				158.00	
2001	<a href="#">51517</a>	CONTRACT 90710W1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	73.17	216.74	60.65				369.56	
2000	<a href="#">51517</a>	CONTRACT 90710W1252	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.50	148.10	134.40	0.00				339.00	

\*The water year is named for the calendar year in which it ends. Example: the 2018 water year begins Oct. 1, 2017 and ends Sep. 30, 2018.

- The Water Resources Department makes reasonable efforts to screen the data for quality control; however, the Department cannot accept responsibility for errors, omissions, or accuracy of the information. Notification of any errors is appreciated. Send notifications to [wateruse@wr.state.or.us](mailto:wateruse@wr.state.or.us) or call (503) 986-0905.
- Water use is reported by point of diversion (POD), rather than by water right.
- If a POD is shared with multiple water rights, it is not feasible to separate out the amount used under the water right being queried from water used by other rights using this same POD.
- Monthly amounts indicate:
  - For diverted rights, the total amount diverted during the month;
  - For storage rights, the amount generally stored in the reservoir/pond during the month, as represented by the volume of water impounded on approximately the same day each month.
- Water use amounts have all been converted to "acre-feet" (AF), regardless of the original measurement unit reported. One AF is the volume of water that will cover an acre of ground one foot deep = 325,850 gallons.
- Zeroes indicate that a report was received stating that no water was used during those months; if a year is not listed, no report of water use was received for that year.





### Rainbird Nozzle Size Reference

<u>Nozzle #</u>	<u>Size (in)</u>
4	1/16
5	5/64
6	3/32
7	7/64
8	1/8
9	9/64
10	5/32
11	11/64
12	3/16
13	13/64
14	7/32
15	15/64
16	1/4
17	17/64
18	9/32
20	5/16
22	11/32
24	3/8
26	13/32
28	7/16
30	15/32
32	1/2
34	17/32
36	9/16
40	5/8
44	11/16

## Pump Capacity Calculator

using Department designed formula:

---

$(hp)(\text{efficiency}) / (\text{lift} + \text{psi head}) = \text{capacity in cfs}$

Efficiency:

Centrifugal = 6.61

Turbine = 7.04

---

### Data Entry (fill in underlined blanks)

---

HP = 200  
Efficiency = 6.61  
Lift = 14.5  
PSI = 86

### Results Calculated

---

$(hp)(\text{efficiency}) = 1322$   
Head based on psi = 218.5  
Total dynamic head = 233.0  
(head + lift)

Pump Capacity = 5.674 cubic feet per second

Claim states total pump output is 6.2 cfs



# Checklist for Claims of Beneficial Use Received At Customer Service Counter

Date Received 3/16/2015 CWRE TRUMBULL 332

By KS

File Marked yes

Application # S-84098 \$175.00 Fee

Claim Logged yes

Transfer # \_\_\_\_\_ \$175.00 Fee if priority date is after July 9, 1987.

## Map Review:

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

## Report Review:

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

# CLAIM OF BENEFICIAL USE for Permits claiming more than 0.1 cfs and All Transfers



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

**A fee of \$175 must accompany this form for permits  
with priority dates after July 8, 1987.**

## SECTION 1 GENERAL INFORMATION

**1. File Information**

APPLICATION # (G, R, S OR T) <b>S-84098</b>	PERMIT # (IF APPLICABLE) <b>S-53638</b>	PERMIT AMENDMENT # (IF APPLICABLE)
--	--	------------------------------------

**2. Property Owner (current owner information)**

APPLICANT/BUSINESS NAME <b>CSC Holdings LLC</b>		PHONE NO. <b>541-757-1497</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>101 E Broadway STE 103</b>			
CITY <b>Eugene</b>	STATE <b>OR</b>	ZIP <b>97401</b>	E-MAIL <b>tina@stahlbush.com</b>

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

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

PERMIT OR TRANSFER HOLDER OF RECORD <b>Stahlbush Island Farms</b>			
ADDRESS <b>3122 Stahlbush Island RD</b>			
CITY <b>Corvallis</b>	STATE <b>OR</b>	ZIP <b>97333</b>	

ADDITIONAL PERMIT OR TRANSFER HOLDER OF RECORD			
ADDRESS			
CITY	STATE	ZIP	

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**4. Date of Site Inspection:** 8-8-2014

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

NAME	DATE	ASSOCIATION WITH THE PROJECT
<b>David Sieperda</b>	<b>8-7-2014</b>	<b>Farm Manager</b>
<b>Tina Galloway</b>	<b>7-10-2014</b>	<b>Resource Coordinator</b>

6. County:

7. If any property described in the place of use of the permit or transfer final order is excluded from this report, identify the owner of record for that property (ORS 537.230(4)):

OWNER OF RECORD		
NA		
ADDRESS		
CITY	STATE	ZIP

Add additional tables for owners of record as needed

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**SECTION 2  
SIGNATURES**

CWRE Statement, Seal and Signature

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



CWRE NAME <b>Walter Trimmer</b>		PHONE NO. <b>541-754-2819</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>3924 NW Walnut PL</b>			
CITY <b>Corvallis</b>	STATE <b>OR</b>	ZIP <b>97330</b>	E-MAIL <b>trimmerw@gmail.com</b>

Permit or Transfer Holder's of Record Signature or Acknowledgement

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

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

SIGNATURE	PRINT OR TYPE NAME	TITLE	DATE
	<b>WILLIAM D CHAMBERS</b>	<b>PRESIDENT</b>	<b>3/11/15</b>

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## SECTION 3

### CLAIM DESCRIPTION

1. Point of diversion/appropriation name or number:

POINT OF DIVERSION/APPROPRIATION (POD/POA) NAME OR NUMBER (CORRESPOND TO MAP)	WELL LOG ID # FOR ALL WORK PERFORMED ON THE WELL (IF APPLICABLE)	WELL TAG # (IF APPLICABLE)
<b>POD</b>		

Attach each well log available for the well (include the log for the original well and any subsequent alterations, reconstructions, or deepenings)

2. Point of diversion/appropriation source and, if from surface water, the tributary:

POD/POA NAME OR NUMBER	SOURCE	TRIBUTARY
<b>POD</b>	<b>Middle Fork Willamette R</b>	<b>Willamette R</b>

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

POD/POA NAME OR NUMBER	USES	IF IRRIGATION, LIST CROP TYPE	SEASON OR MONTHS WHEN WATER WAS USED	ACTUAL RATE OR VOLUME USED (CFS, GPM, OR AF)
<b>POD</b>	<b>Irrigation</b>	<b>Vegetable, etc</b>	<b>March 1 to Oct 31</b>	<b>4.00 CFS</b>
<b>Total Quantity of Water Used</b>				<b>775 AF</b>

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

**The POD on the Middle Fork Willamette River has 4 trailer mounted centrifugal pumps with electric motors. The water is pumped into a manifold, then into a 15" dia. buried PVC pipe and taken though a network of buried pipe to hydrants where it is put into portable aluminum mainline and hand move irrigation pipe or hard hose travelers. The configuration is changeable and there was a large stockpile of irrigation pipe in the yard that would allow the system to be expanded beyond what was seen on the day of the survey.**

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

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5. Variations:

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

YES

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

The developed acres are only 319.7 compared to the 359.0 acres in the permit. The difference is likely due to several factors. The application map wasn't detailed; only listed irrigated land to the nearest acre and did not take into account water courses and other unirrigable areas. See attached spreadsheet for details.

The irrigated acres by quarter-quarter varied from the application. The location of QQ's differed from the application map when compared to the irrigated area. The map submitted with this claim used Public Land Survey locations superimposed on digital images. There are two QQ's that are listed as having areas of irrigated land but the boundary shifts left them without any acres, the SWNW of Section 16 and SWNW of Section 21.

The permit did not note that senior rights on the same land had been diminished to supplemental status. This area is noted on the attached spreadsheet.

6. Claim Summary:

POD / POA NAME OR #	MAXIMUM RATE AUTHORIZED	CALCULATED THEORETICAL RATE BASED ON SYSTEM	AMOUNT OF WATER MEASURED	USE	# OF ACRES ALLOWED	# OF ACRES DEVELOPED
POD	4.49 CFS*	6.2 CFS	3.44 CFS **	Irrigation	359.0	319.7

\*If all 359 acres were developed instead of the 319.7 acres actually developed. The maximum rate authorized for 319.7 acres is 4.0 cfs.

\*\*The measured flow rate was the calculated sprinkler output based on nozzle size and pressure. One pump was not running and not all the irrigation handlines were laid out and operating on the day of the survey. The actual flow rate would be well over 4.0 cfs.

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**SECTION 4**  
**SYSTEM DESCRIPTION**

Are there multiple PODs or POAs?

**NO**

If "YES" you will need to copy and complete Sections 4B through 4G for each POD/POA.

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

**POD**

**A. Place of Use**

1. Is the right for municipal use?

**NO**

*If "YES" the table below may be deleted.*

TWP	RNG	MER	SEC	QQ	GLot	DLC	USE	IF IRRIGATION, # PRIMARY ACRES	IF IRRIGATION, # SUPPLEMENTAL ACRES
18 S	2W	WM	16	SWNE	300/400		IRR	29.4	
18 S	2W	WM	16	SENE	400		IRR	7.1	
18 S	2W	WM	16	NENW	200		IRR	17.7	
18 S	2W	WM	16	NWNW	200		IRR	1.8	
18 S	2W	WM	16	SWNW	7		IRR	0	
18 S	2W	WM	16	SENW	6/300/302		IRR	11.1	
18 S	2W	WM	16	NESW	300		IRR	10.2	
18 S	2W	WM	16	SESW	300/304/ 1200	74	IRR	20.9	
18 S	2W	WM	16	NESE	300/400	74	IRR	8.3	
18 S	2W	WM	16	NWSE	300/400	74	IRR	35.8	
18 S	2W	WM	16	SWSE	300/400	74	IRR	39.7	
18 S	2W	WM	16	SESE	300/304	74	IRR	8.8	
18 S	2 W	WM	16	SWSW	1200	74	IRR	0.6	
18 S	2W	WM	21	NENE	203/304	74	IRR	14.8	
18 S	2W	WM	21	NWNE	304	74	IRR	40.0	
18 S	2W	WM	21	SWNE	304	74	IRR	22.6	
18 S	2W	WM	21	SENE	203	74	IRR	0.4	
18 S	2W	WM	21	NENW	1200	74	IRR	31.6	
18 S	2W	WM	21	NWNW	1200	74	IRR	2.3	
18 S	2W	WM	21	SWNW	1200	74	IRR	0	
18 S	2W	WM	21	SENW	1200	74	IRR	16.6	
<b>Total Acres Irrigated</b>								<b>319.7</b>	<b>0</b>

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

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## B. Diversion and Delivery System Information

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

1. Is a pump used?

YES

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

2. Pump Information

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)	INTAKE SIZE	DISCHARGE SIZE
Goulds	3656M	10BF1S2D7	Centrifugal	5"	4"
Goulds	3656M	10BF1S2D9	Centrifugal	5"	4"
Goulds	3656M	Unknown	Centrifugal	5"	4"
Appears same	?	Unknown	Centrifugal	5"	4"

3. Motor Information

MANUFACTURER	HORSEPOWER
Reliance	50 HP
Reliance	50 HP
Reliance	50 HP
Unknown	50 HP

4. Theoretical Pump Capacity

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP *If a well, the water level during pumping	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
200	86	4.5 ft.	10 ft.	6.2 cfs

5. Provide pump calculations:

$$Q \text{ Pump} = \frac{(\text{horsepower})(\text{pump efficiency})}{(\text{total head in feet})} = Q \text{ in cfs}$$

$$Q_{\text{Pump}} = (200)(6.61) / ((86 * 2.31) + 10 + 4.5) = 6.2 \text{ cfs}$$

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

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
No meter installed			

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

7. Is the distribution system piped?

YES

If "NO" items 8 through item 11 may be deleted.

8. Mainline Information

MAINLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
15"	2880'	PVC	Buried
8"	3160'	Aluminum	Above

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**9. Lateral or Handline Information**

LATERAL OR HANDLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
3"	3360'	Aluminum	Above

**10. Sprinkler Information**

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
5/16" dia	28 (end)	13.8	112	Big Stockpile	3.44

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

**11. Pivot Information**

MANUFACTURER	MAXIMUM WETTED RADIUS	OPERATING PSI	TOTAL PIVOT OUTPUT (GPM)	TOTAL PIVOT OUTPUT (CFS)
NA				

**12. Additional notes or comments related to the system:**

**There was a large stockpile of aluminum mainline pipe and sprinkler laterals in the yard. They can add enough to the irrigation system to use the capacity of all four pumps..**

**C. Groundwater Source Information (Well and Sump)**

1. Is the appropriation from ground water (well or sump)? NO

**D. Storage**

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir) NO

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

**E. Gravity Flow Pipe**

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

1. Does the system involve a gravity flow pipe? NO

**F. Gravity Flow Canal or Ditch**

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

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system? NO

**G. Reservoir**

1. Does the claim involve a reservoir modified through a transfer? NO

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## SECTION 5 CONDITIONS

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

### 1. Time Limits:

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

	DATE FROM PERMIT OR TRANSFER	DATE ACCOMPLISHED*	DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS
ISSUANCE DATE	<b>Dec 23, 1999</b>		
BEGIN CONSTRUCTION (A)	<b>Dec 23, 2000</b>	<b>January 2000</b>	<b>Began immediately</b>
COMPLETE CONSTRUCTION (B)	<b>Oct 1, 2004</b>	<b>April 2000</b>	<b>Completed construction</b>
COMPLETE APPLICATION OF WATER (C)	<b>Oct 1, 2004</b>	<b>June 2000</b>	<b>Before deadline</b>

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

2. Is there an extension final order(s)? NO

### 4. Initial Water Level Measurements:

a. Was the water user required to submit an initial static water level measurement? NO

### 5. Annual Static Water Level Measurements:

a. Was the water user required to submit annual static water level measurements? NO

### 6. Pump Test (Required for most ground water permits prior to issuance of a certificate)

a. Did the permit require the submittal of a pump test? NO

### 7. Measurement Conditions:

a. Does the permit, permit amendment, transfer final order, or any extension final order require the installation of a meter or approved measuring device? YES

*If "NO", items 7b through 7f relating to this section may be deleted.*

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

b. Has a meter been installed? NO

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c. Meter Information

POD/POA NAME OR #	MANUFACTURER	SERIAL #	CONDITION (WORKING OR NOT)	CURRENT METER READING	DATE INSTALLED
NA					

If a meter has been installed, items 7d through 7f relating to this section may be deleted.

d. If a meter has not been installed, has a suitable measuring device been installed and approved by the Department? YES

e. If "YES", provide a copy of the letter approving the device, if available. If the letter is not available provide the name and title of the Water Resources Department employee approving the measuring device, and the approximate date of the approval:

NAME	TITLE	APPROXIMATE DATE

f. Measurement Device Description

DEVICE DESCRIPTION	CONDITION (WORKING OR NOT)	DATE INSTALLED
Use watt-hour meter to estimate volume of water pumped	Yes	Spring 2000

8. Recording and reporting conditions

a. Is the water user required to report the water use to the Department? YES

If "NO", item 8b relating to this section may be deleted.

b. Have the reports been submitted? YES

METHOD OF SUBMITTING REPORT (PAPER OR ELECTRONIC)	WATER USER REPORTING ID
Electronic	51517

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

9. Fish Screening

a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? YES

If "NO", items 9b through 9e relating to this section may be deleted.

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

b. Has the fish screening been installed? YES

c. When was the fish screening installed?

DATE	BY WHOM
2009	Owner

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

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

- Has the self-certification form previously been submitted to the Department? **NA**
  - If not, go to <http://www.oregon.gov/owrd/Pages/pubs/forms.aspx> , complete and attach a copy of the self-certification form to this claim, and send a copy of it to the Oregon Department of Fish and Wildlife (ODFW).

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

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

- Has the ODFW approval been previously submitted? **NA**
- If not, contact and work with ODFW to ensure compliance. To demonstrate compliance, provide signed documentation from ODFW. A form is available at: <http://www.oregon.gov/owrd/Pages/pubs/forms.aspx>

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

#### 10. By-pass Devices

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

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

- a. Were there special well construction standards? **NO**
- b. Was submittal of a ground water monitoring plan required? **NO**
- c. Was the water user required to restore the riparian area if it was disturbed? **YES**
- d. Was a fishway required? **NO**
- e. Was submittal of a letter from an engineer required prior to storage of water? **NO**
- f. Was submittal of a water management and conservation plan required? **NO**
- g. Other conditions? **YES**

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

**The use may be restricted if the quality of the source stream or downstream water decrease to the point that those waters no longer meet state or federal water quality standards due to reduced flows. This situation has not occurred to date but owner would comply.**

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**SECTION 6**  
**ATTACHMENTS**

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

ATTACHMENT NAME	DESCRIPTION
COBU Map Sheet 1 of 1	Map of the irrigated lands at final proof survey
Acreage Spreadsheet	Tally of the acreage including supplemental acres under other certificates
Fish screen inspection sheets	4 pages each for each of the 4 pumps and screens
Water Use Report Summary	Entity Water Use report

**SECTION 7**  
**CLAIM OF BENEFICIAL USE MAP**

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

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

The map was based on a digital USGS Quad map, USGS DOQ aerial photos, Google Earth images (latest was 6/6/2014), WRD water right maps, Lane County tax lot maps and GPS measurements in the field.

**Map Checklist**

Please be sure that the map you submit includes ALL the items listed below.

**(Reminder: Incomplete maps and/or claims may be returned.)**

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

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Stahlbush Pleasant Hill Water Rights under Permit#

22-Oct-14

Trimmer Engineering Inc

Certificates 27827 & 27829

are supplemental to

Permit # S-53638

Place of Use: T18S R2W W.M.

Section	QQ	Tax Lot	DLC	Use	Primary Acres	Supplem Acres	Application Acres	Cert. Acres	Cert. #
16	SWNE	300/400		IRR	29.4		35.0		
16	SENE	400		IRR	7.1		7.0		
16	NENW	200		IRR	17.7		25.0		
16	NWNW	200		IRR	1.8		5.0		
16	SWNW	7		IRR	0		1.0		
16	SENW	6/300/302		IRR	11.1		20.0		
16	NESW	300		IRR	10.2		10.0		
16	SESW		74	IRR	11.2			11.2	27829
16	SESW	300/304/1200		IRR	9.7		12.0		
16	NESE	300/400	74	IRR	6.1			4.7	27827
16	NWSE	300/400	74	IRR	8.3			10.0	27827
16	SWSE		74	IRR	0			0.3	27827
16	SESE	300/304	74	IRR	0.5			0.9	27827
16	NESE	400	74	IRR	2.2		9.0		
16	NWSE	300/400	74	IRR	27.5		40.0		
16	SWSE	300/400	74	IRR	39.7		40.0		
16	SESE	300/304	74	IRR	8.3		6.0		
16	SWSW	1200	74	IRR	0.6				
21	NENE	203/304	74	IRR	14.8		25.0		
21	NWNE	304	74	IRR	40.0		40.0		
21	SWNE	304	74	IRR	22.6		20.0		
21	SENE	203	74	IRR	0.4		5.0		
21	NENW	1200	74	IRR	8.4			8.4	27829
21	NENW	1200	74	IRR	23.2		35.0		
21	NWNW	1200	74	IRR	2.3		3.0		
21	SWNW	1200	74	IRR			1.0		
21	SENW	1200	74	IRR	16.6		20.0		
TOTAL					319.7	0.0	359.0	35.5	

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## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Stahlbush Island Farms, Carolyn Chambers Pump #1  
Stream: Middle Fork Willamette River Tributary to: Columbia River  
Diversion Type (gravity or pump): Pump Location: T \_\_\_\_\_; R \_\_\_\_\_, Sec. \_\_\_\_\_  
GPS Coordinates: Lat N 44.00956 Long W 122.93065 Elevation: 530 ft  
Who owns the diversion structure? Private  Federal Facility  Unknown   
Name of canal/ditch if available: \_\_\_\_\_  
Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No   
If not, what type of upstream passage? No Barrier is present.  
What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: Mary King  
Address: 3122 Stahlbush Is. Rd.  
City: Corvallis State: OR Zip: 97333  
Phone: 1-541-760-5275 Fax: \_\_\_\_\_  
Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_  
Total amount of water diverted (cfs): 600 gpm Amount of Contract Water (cfs): \_\_\_\_\_  
Water Service Contract number: New/Re-newal

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

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

#### II. Species of Resident Trout

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

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**FISH SCREEN INFORMATION:**

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

If yes, Type of Screen: Home-made Box Screen

Type of screen cleaning system (active or passive):

Date Installed: 2005 ? Installed By: Water User

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

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

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

**I. Rotating Drum Screen:**

i. Type of Operating System: Electrical Motor  Paddle wheel

ii. Size of screen: Diameter \_\_\_\_\_ ft. Length \_\_\_\_\_ ft.

iii. Net Approach Velocity  $\leq 0.40$  fps Yes  No

iv. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No

v. Screen Open Area at least 27% Yes  No

vi. Submergence:  $\leq 85\%$  and  $\geq 65\%$  Yes  No

vii. Is Screen Length greater than 6 ft? Yes  No

a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)

viii. Stoplog used at downstream of screen Yes  No  Distance \_\_\_\_\_ ft.<sup>2</sup>

ix. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

**II. Vertical Screen:**

i. Net Approach Velocity  $\leq 0.40$  fps Yes  No

ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No

iii. Screen Open Area at least 27% Yes  No

iv. Is Screen Length greater than 6 ft? Yes  No

a. If yes, Screen must be angled, what angle? \_\_\_\_\_ degrees; (Max. angle is 45°)

v. Sweeping velocity:  $\geq 0.8$  fps and  $\leq 3$  fps Yes  No

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

**I. General:**

i. Net Approach Velocity  $\leq 0.40$  fps Yes  No

ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No

iii. Screen Open Area must be at least 27% Yes  No

iv. Submergence:  $\geq 1$  screen radius below<sup>3</sup> Yes  No

v. Intake located in off-channel area Yes  No

If yes is water velocity back to main channel less than 0.4 fps Yes  No

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

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

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

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

**I. General:**

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

Screen Manufacturer: Home-Made Model: Box Screen

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

Manufacturer: \_\_\_\_\_ Horsepower: 50 hp Intake size: 8" in.

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

**For Bypass Facility:**

**I. Bypass Entrance:**

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

**II. Bypass Conduit (Pipe)**

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

**III. Bypass Outfall**

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

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

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

Comments: The Screen Does Not meet Criteria. The Water users  
stated they would call for a re-assessment.

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

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

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

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

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

Mary Olson  
Inspected by: Print Name

ODFW  
Agency

[Signature]  
Inspected by:

8-25-2010  
Date

---

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

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Reclamation ESA Program Manager      Date

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## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Stahlbush Island Farms, Carolyn Chambers, Pump #2  
Stream: Middle Fork Willamette River Tributary to: Columbia River

Diversion Type (gravity or pump): Pump Location: T \_\_\_\_\_, R \_\_\_\_\_, Sec. \_\_\_\_\_

GPS Coordinates: Lat N 44.00956 Long W 122.93065 Elevation: 530 ft

Who owns the diversion structure? Private  Federal Facility  Unknown

Name of canal/ditch if available: \_\_\_\_\_

Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No

If not, what type of upstream passage? No Barrier is present

What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: MARY King

Address: 3122 Stahlbush Is. RD.

City: Corvallis State: OR Zip: 97333

Phone: 1-541-760-5275 Fax: \_\_\_\_\_

Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Total amount of water diverted (cfs): 600 gpm Amount of Contract Water (cfs): \_\_\_\_\_

Water Service Contract number: New/Re-newal

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

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

#### II. Species of Resident Trout

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

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**FISH SCREEN INFORMATION:**

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

If yes, Type of Screen: Home-Made Box Screen

Type of screen cleaning system (active or passive):

Date Installed: 2005 ? Installed By: Water User

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

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

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

**I. Rotating Drum Screen:**

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

**II. Vertical Screen:**

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

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

**I. General:**

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

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

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

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

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For Passive End-of-Pipe Screens:

**I. General:**

- i. Net Approach Velocity  $\leq 0.20$  fps Yes  No   
ii. Screen Material meets NMFS criteria?<sup>1</sup> Yes  No   
iii. Screen Open Area must be at least 27% Yes  No   
iv. Combined rate of flow:  $\leq 3$  cfs Yes  No   
v. Submergence:  $\geq 1$  screen-radius below<sup>5</sup> Yes  No   
vi. Any woody debris or sediment built-up Yes  No   
vii. Intake located in off-channel area Yes  No   
If yes is water velocity back to main channel less than 0.4 fps. Yes  No

Screen Manufacturer: Home-Made Model: Box Screen.

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

Manufacturer: \_\_\_\_\_ Horsepower: 50 hp Intake size: 8" in.

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

For Bypass Facility:

**I. Bypass Entrance:**

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

**II. Bypass Conduit (Pipe)**

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

**III. Bypass Outfall**

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

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

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

Comments: The Screen Does not meet criteria. The Water users  
stated they would call for a re-assessment.

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

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

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

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

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

Mary Olson  
Inspected by: Print Name

ODFW  
Agency

[Signature]  
Inspected by:

8-25-2010  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reclamation ESA Program Manager

\_\_\_\_\_  
Date

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## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Stahlbush Island Farms, Carolyn Chambers, Pump #3  
Stream: Middle Fork Willamette River Tributary to: Columbia River  
Diversion Type (gravity or pump): Pump Location: T \_\_\_\_\_, R \_\_\_\_\_, Sec. \_\_\_\_\_  
GPS Coordinates: Lat N 44.00956 Long W 122.93065 Elevation: 530 ft  
Who owns the diversion structure? Private  Federal Facility  Unknown   
Name of canal/ditch if available: \_\_\_\_\_  
Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No   
If not, what type of upstream passage? No Barrier is present  
What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: Mary King  
Address: 3122 Stahlbush Is. RD.  
City: Corvallis State: OR Zip: 97333  
Phone: 1-541-760-5275 Fax: \_\_\_\_\_  
Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_  
Total amount of water diverted (cfs): 600 gpm Amount of Contract Water (cfs): \_\_\_\_\_  
Water Service Contract number: New/RE-RENEW

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

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

#### II. Species of Resident Trout

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

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**FISH SCREEN INFORMATION:**

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

If yes, Type of Screen: Home-Made Box Screen

Type of screen cleaning system (active or passive):

Date Installed: 2005 ? Installed By: Water User

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

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

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

**I. Rotating Drum Screen:**

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

**II. Vertical Screen:**

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

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

**I. General:**

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

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

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

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

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For Passive End-of-Pipe Screens:

**I. General:**

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

Screen Manufacturer: Home-Made      Model: Box Screen

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

Manufacturer: \_\_\_\_\_      Horsepower: 50 hp      Intake size: 8" in.

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

For Bypass Facility:

**I. Bypass Entrance:**

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

**II. Bypass Conduit (Pipe)**

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

**III. Bypass Outfall**

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

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

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

Comments: The Screen Does Not meet criteria. The Water users  
stated they would call for a re-assessment.

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

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

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

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

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

Marry Olson  
Inspected by: Print Name

ODFW  
Agency

[Signature]  
Inspected by:

8-25-2010  
Date

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

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Reclamation ESA Program Manager      Date

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## Checklist for Reclamation Water Contractor Diversions

### DIVERSION INFORMATION:

Name of Diversion: Stahlbush Is. Farms Carolyn Chambers, Pump #4  
Stream: Middle Fork Willamette Tributary to: Columbia River  
Diversion Type (gravity or pump): Pump Location: T \_\_\_\_\_, R \_\_\_\_\_, Sec. \_\_\_\_\_  
GPS Coordinates: Lat N 44.00956 Long W 122.93065 Elevation: \_\_\_\_\_ ft  
Who owns the diversion structure? Private  Federal Facility  Unknown   
Name of canal/ditch if available: \_\_\_\_\_  
Is diversion structure a full upstream passage barrier to adult salmonids? Yes  No   
If not, what type of upstream passage? No BARRIER IS PRESENT  
What is the purpose of barrier? \_\_\_\_\_

### WATER CONTRACTOR CONTACTS:

Name: Mary King  
Address: 3122 Stahlbush Is. RD.  
City: CORVALLIS State: OR. Zip: 97333  
Phone: 1-541-760-5275 Fax: \_\_\_\_\_  
Water Right Amount (cfs): \_\_\_\_\_ Certificate Number: \_\_\_\_\_  
Total amount of water diverted (cfs): 600 gpm Amount of Contract Water (cfs): \_\_\_\_\_  
Water Service Contract number: New / Re-New #1

### FISH INFORMATION:

Please check below:

#### I. Species of Anadromous Salmonid

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

#### II. Species of Resident Trout

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

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**FISH SCREEN INFORMATION:**

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

If yes, Type of Screen: Pump-Rite L-500 screens, Two Screens on one Intake

Type of screen cleaning system (active or passive):

Date Installed: 2009 Installed By: Water User

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

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

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

**I. Rotating Drum Screen:**

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

**II. Vertical Screen:**

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

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

**I. General:**

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

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

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

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

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

**I. General:**

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

Screen Manufacturer: Pump-Rite Model: L-500 two screens, 1 intake

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

Manufacturer: \_\_\_\_\_ Horsepower: 50 hp Intake size: 8" in.

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

**For Bypass Facility:**

**I. Bypass Entrance:**

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

**II. Bypass Conduit (Pipe)**

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

**III. Bypass Outfall**

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

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

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

Comments: This screen system will meet criteria up to 1000 gpm.

RECEIVED BY OWRD

MAR 16 2015

SALEM, OR



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

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

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

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

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

Marty Olson  
Inspected by: Print Name

ODFW  
Agency

[Signature]  
Inspected by:

8-25-2010  
Date

---

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

Date

---

Reclamation FSA Program Manager

Date

RECEIVED BY OWRD

MAR 16 2015

SALEM, OR



3122 Stahlbush Island Rd., Corvallis, OR 97333-2709, (541) 757-1497, FAX (541) 754-1847

TO: Oregon Water Resources Department

FROM: Tina Galloway, Director of Agriculture Quality & Compliance

RE: Claim of Beneficial Use—Permit S-53638

DATE: 3/12/15

Enclosed you will find the following items regarding our Claim of Beneficial Use for Permit S-53638:

- A Request for Assignment transferring the permit to CSC Holdings, LLC
- A completed Claim of Beneficial Use Packet
- A check for \$260 to cover the assignment fee (\$85) and the COBU fee (\$175)

Let me know if you have any questions or concerns, or need anything else from us! Thank you!

RECEIVED BY OWRD

MAR 16 2015

SALEM, OR

AFFIDAVIT FOR THE DIMINUTION OF AN ENTIRE  
WATER RIGHT CERTIFICATE

State of Oregon )  
 ) ss  
County of Lane )

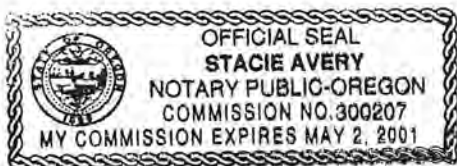
I/We, Carolyn S. Chambers, residing at \_\_\_\_\_,  
\_\_\_\_\_, phone \_\_\_\_\_, being  
first duly sworn depose and say:

1. I/We are the legal owner(s) of the property described as tax lot number 400, within the NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, Section 16, Township 18 N/S, Range 2 E/W, of the Willamette Meridian, in Lane County, Oregon, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;
2. Water right certificate number 27827 issued to Albert Dery, with a date of priority of 2/20/57 for use of 0.20 cubic foot per second of water from unnamed tributary to Coast Fork Willamette (sources) for the purpose of irrigation of 15.9 acres (uses) is appurtenant to my/our property;
3. I/We have obtained a better (better, more economical, etc) source of water for the primary irrigation of these lands, I/we request the right heretofore described be diminished from a right for primary irrigation to a right for supplemental irrigation of the same lands; and
4. I/We agree that so long as there is sufficient water available from the new primary source, I am/we are not entitled to use any water from 27827 for irrigation of said lands.

Carolyn S. Chambers 7-8-99  
Signature of Legal Owner Date

\_\_\_\_\_  
Signature of Co-Owner Date

Subscribed and Sworn to Before Me this 8<sup>th</sup> day of July, 1999.



Stacie Avery  
Notary Public for Oregon  
My Commission Expires 5/2/2001

PLEASE ATTACH MAP AND DEED WITH LEGAL DESCRIPTION



34231  
WARRANTY DEED

VALUE RECEIVED RICHARD A. CHAMBERS and CAROLYN S. CHAMBERS, husband and wife

herein referred to as grantors, hereby grant, bargain, sell, and convey unto MCKENZIE RIVER MOTORS, an Oregon Corporation

herein referred to as grantees, the following described real property, with all appurtenances, to-wit:

Beginning at the northeast corner of the Robert Callison Donation Land Claim No. 78, Sect. No. 7016 in Township 18 South, Range 2 West of the Willamette Meridian, and running thence West along the North line of the claim 13.80 chains, thence South parallel to the East line of the claim, 22.25 chains, thence East parallel to the North line of the claim, 13.80 chains, thence North along the East line of the claim, 22.25 chains to the place of beginning, containing 30.70 acres, more or less, in Lane County, Oregon.

SUBJECT to a mortgage dated January 23, 1970, from Grantors unto Alexander L. Mathews and Isabel A. Mathews, husband and wife, as Mortgagees, recorded in Lane County Oregon Mortgage Records, Clark's Reception No. 94491, Reel 467R on January 23, 1970, which Mortgage Grantee assumes and agrees to hold Grantors harmless therefrom.

TO HAVE AND TO HOLD the said premises unto said Grantees, their heirs and assigns forever. And the said Grantees hereby covenant that they are lawfully seized in fee simple of said premises; that they are free from all incumbrances, mortgages, matters of record, including the above described Mortgage

and that they will warrant and defend the above granted premises against all lawful claims whatsoever, except as above stated.

The true and actual consideration for this transfer is \$ 46,000.00

Dated December 27 1972

(Seal)

(Seal)

*Richard A. Chambers*  
*Carolyn S. Chambers*

Personally appeared the above signed

STATE OF OREGON, County of Lane, ss.

Richard A. Chambers and Carolyn S. Chambers, husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

December 27 A.D. 1972

Notary Public  
14 November 1975

Notary Public for Oregon

*James H. Smith*

WARRANTY DEED

State of Oregon  
County of Lane  
I, D. M. Kinnear, Director of the Department of Records and Elections, do hereby certify that this instrument was received for recording.

972 DEC 28 PM 4 58

Reel 518R

Lane County Official Records  
D. M. Kinnear, Director of the Department of Records & Elections  
*D. M. Kinnear*  
Deputy  
275-68365

Return To: *75*

16863 OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES 18-02-16  
18-02-16 400 OFFICE OF COUNTY ASSESSOR LANE COUNTY OREGON 400

YEAR	TAX LOT	SECTION	TOWNSHIP	RANGE	OR W	W.M.	DEED RECORD		ACRES REMAINING	
	No.						VOL.	PAGE		
	1	16	18 S	E		2 W.M.				
1941										
1970										
1973										
	West	13.80 ch	Begin at the Northeast corner of the Robert Callison DLG No. 74 Notf. No. 7036, in Tp. 18 S R 2 WMM, and running thence						R467/94490	
	South	22.25 ch	parallel to the East line of the claim, thence						R618/34231	
	East	13.80 ch	parallel to the North line of the claim, thence							
	North	22.25 ch	along the East line of the Claim, to the place of beginning, in Lane County, Oregon, containing more or less							30.70

FOR ASSESSMENT AND TAXATION USE ONLY

AFFIDAVIT FOR THE DIMINUTION OF AN ENTIRE  
WATER RIGHT CERTIFICATE

State of Oregon )  
 ) ss  
County of Lane )

I/We, Carolyn S. Chambers, residing at \_\_\_\_\_,  
\_\_\_\_\_, phone \_\_\_\_\_, being  
first duly sworn depose and say:

1. I/We are the legal owner(s) of the property described as tax lot number 300, within the NW 1/4 SE 1/4, Section 16, Township 18 N(S) Range 2 E(W) of the Willamette Meridian, in Lane County, Oregon, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;
2. Water right certificate number 27828 issued to Albert Dery, with a date of priority of 2/20/57 for use of 1.0 ac-ft cubic foot per second of water from unnamed tributary to the Coast Fork Willamette (uses) for the purpose of irrigation (uses) is appurtenant to my/our property;
3. I/We have obtained a better (better, more economical, etc) source of water for the primary irrigation of these lands, I/we request the right heretofore described be diminished from a right for primary irrigation to a right for supplemental irrigation of the same lands; and
4. I/We agree that so long as there is sufficient water available from the new primary source, I am/we are not entitled to use any water from 27828 for irrigation of said lands.

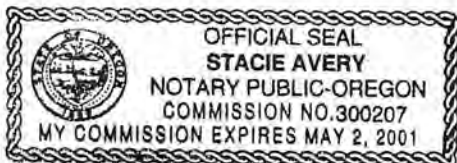
Carolyn Chambers  
Signature of Legal Owner

7-8-99  
Date

\_\_\_\_\_  
Signature of Co-Owner

\_\_\_\_\_  
Date

Subscribed and Sworn to Before Me this 8th day of July, 1999.



Stacie Avery  
Notary Public for Oregon

My Commission Expires 5/2/2001

PLEASE ATTACH MAP AND DEED WITH LEGAL DESCRIPTION



88663

WARRANTY DEED

For value received, we, EMMETT F. INNIS and CRYSTA V. INNIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto CAROLYN S. CHAMBERS, the Grantee, the following described premises, to wit:

Beginning at an iron pin marking the northeast corner of the Robert Callison Donation Land Claim No. 74, Township 18 South, Range 2 West of the Willamette Meridian; thence West 910.80 feet along an old fence marking the north line of said Claim No. 74 to an iron pipe marking the TRUE POINT OF BEGINNING; thence South 0°42'53" East 1468.50 feet along a line parallel with the fence line marking the east line of said Donation Land Claim No. 74 to a point marked by an iron pin; thence West 2059.20 feet along a line parallel with the north line of said Donation Land Claim No. 74 as monumented on the ground to a point marked by an iron pin; thence North 0°42'53" West 1378.40 feet along a line parallel with the east line of said Claim No. 74 as monumented on the ground to a point marked by an iron pin; thence South 80°00' East 166.87 feet to a point marked by an iron pin; thence North 27°55' West 134.75 feet to an iron pin set on the north line of said Claim No. 74, as monumented on the ground; thence East 22.63 feet along said Claim line to a point marked by an iron pin; thence, South 27°55' East 139.73 feet to a point marked by an iron pipe; thence South 44°35'15" East 191.71 feet to a point marked by an iron pin; thence South 43°02'15" East 332.62 feet to a point marked by an iron pin; thence North 503.12 feet to a point marked by an iron pin; thence East 1507.20 feet to the true point of beginning, in Lane County, Oregon.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and to her heirs and assigns forever.

And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises, that they are free from all incumbrances, except the lien of taxes for the year 1966-67 and a private road easement extending across said premises from the south boundary to the north boundary thereof, and that they will warrant and defend the same against all other lawful claims whatsoever.

IN WITNESS WHEREOF, Grantors have executed these presents on this 8th day of August, 1966.

Emmett F. Innis (seal)      Crysta V. Innis (seal)  
Emmett F. Innis                      Crysta V. Innis

STATE OF OREGON)

County of Lane )

Before me on this 8th day of August, 1966, personally appeared the above named EMMETT F. INNIS and CRYSTA V. INNIS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



E. C. Stubbins  
Notary Public for Oregon

88663

State of Oregon,  
County of Lane—ss.

I, D. M. Penfold, Director of the  
Department of Records and Elections,  
in and for the said County, do hereby  
certify that the within instrument was  
received for record at

1972 MAR 7 PM 12 41 3

Reel

576-R

Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the  
Department of Records & Elections.

By

*Paul Blakeslee*  
Deputy

C29-083-05

16864

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

18-02-16 300

OFFICE OF COUNTY ASSESSOR LANE COUNTY OREGON

7-00

300

YEAR	TAX LOT	SECTION	TOWNSHIP	RANGE	OR W	W. M.	DEED RECORD		ACRES REMAINING
	NO.						VOL.	PAGE	
	2	16	18	E	2	W	1958	22881	
			BEARING REFERENCE OR LEGAL SUBDIVISION						
			An undivided $\frac{1}{2}$ interest in property described as follows: Beg. at 13.80 ch. W. of NE. cor. of Robert Callison and wife D. L. C. #74, Notif. #706 in Tp. 18 S. R. 2 W. W. M. ; & running th. W. along N. ln. of sd. D. L. C. 31.20 ch. thence S.. 22.25 ch. E. 31.20 ch. N. 22.25 ch.						
			to place of beg. cont. 69.425 acres, more or less of land; all a part of sd. D. L. C. in Lane County, Ore. Also a right of way for phone lines, electric lines and the right to travel and to drive stock, teams, carriage farming implements, etc., over and across a strip of land 20 feet in width up E. side of creek or spring branch from premises of J. M. Cornelius in NE. cor. of sd. D. L. C. No 74 in southerly direction to intersect the County Road which terminates at the buildings of Alex Mathews on sd. claim; this right of way to be perpetual unto said grantee, her heirs & assigns forever.						
1958			Except Tax Lot 2-2 by Deed 13660 cont. 0.58 acre more or less.						<del>66.70</del>
			Cont. more or less						68.72
1961			Except- Tax Lot 302 containing more or less 1.99 acre by deed R.150, 94704.						
			Containing more or less						66.73
1961			Except- Tax Lot 303 containing more or less 0.32 acre by deed R.150, 94705 (2nd. Desc-).						
			Containing more or less						66.47

CANCELLED 197

FOR ASSESSMENT AND TAXATION USE ONLY



16864

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON 18 02 16 300

YEAR	TAX LOT No.	SECTION	TOWNSHIP	RANGE	OR W	W. M.	DRED RECORD VOL. PAGE	ACRES REMAINING	
1972	2	16	18	E	2	W. M.	R576/ 88663 88664		
			BEARING REFERENCE OR LEGAL SUBDIVISION						
			(continued)						
			Beginning at an iron pin marking the NE corner of the Robert Callison DLC No. 74, T 18 S, R 2 W of the WM, thence West 910.80 ft along an old fence marking the north line of said Claim No. 74 to an iron pipe marking the True Point of Beginning; thence						
			60°42'53"E	1468.50 ft	along a line parallel with the fence line marking the east line of said DLC No. 74 to a point marked by an iron pin; thence				
			West	2059.20 ft	along a line parallel with the north line of said DLC No. 74 as monumented on the ground to a point marked by an iron pin; thence				
			N0°42'53"W	1378.40 ft	along a line parallel with the east line of said Claim No. 74 as monumented on the ground to a point marked by an iron pin; thence				
			S80°00'E	166.87 ft	to a point marked by an iron pin; thence				
			N27°55'W	134.75 ft	to an iron pin set on the north line of said Claim No. 74, as monumented on the ground; thence				
			East	22.63 ft	along said Claim line to a point marked by an iron pin; thence				
			S27°55'E	139.73 ft	to a point marked by an iron pipe; thence				
			S44°35'15"E	191.71 ft	to a point marked by an iron pin; thence				
			S43°02'15"E	332.62 ft	to a point marked by an iron pin; thence				
			North	503.12 ft	to a point marked by an iron pin; thence				
			East	1507.20 ft	to the true point of beginning, in Lane County, Oregon.				
					cont m/1			66.41	
					Except 14.92 ac to TL 304 by WD R576/88665 (1972)				
					cont m/1			51.49	
					Except 4.46 ac out to TL 305 by F I L P O (1972)				
					cont m/1			47.03	

FOR ASSESSMENT AND TAXATION.

USE ONLY

# Stahlbush

Island Farms, Inc.

3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333-2709 USA

PHONE: (541) 757-1497  
FAX: (541) 754-1847  
July 14, 1999

WEB: [www.stahlbush.com](http://www.stahlbush.com)  
EMAIL: [sif@stahlbush.com](mailto:sif@stahlbush.com)

Ms. Anita Huffman  
Oregon Water Resources Department  
Commerce Building  
158 12<sup>th</sup> Street NE  
Salem, OR 97310-0210

Re: S-84098

Dear Ms. Huffman:

This letter provides resolution of the water rights conflicts discovered during the preliminary analysis of water right application S-84098. The resolutions for these conflicts are identified below.

Water certificate #27827: Application for diminution to secondary right included as Attachment 1.

Water certificate #27828: Application for diminution to secondary right included as Attachment 2.

Water certificate #27829: Application for diminution to secondary right included as Attachment 3.

Water certificate #31460: Upon closer examination of the map included with this application, we believe that you will find that no conflict exists with this particular property.

Water certificate #35349: The map submitted for S-84098 has been modified to exclude this property under application S-84098.

Water certificate #43468: The map submitted for S-84098 has been modified to exclude this property under application S-84098.

Enclosed are three applications for diminution as identified above, along with a revised map for application S-84098. In addition, application G-14949 has been diminished to an application for secondary water right, rather than primary.

If you have any questions regarding this information, please contact Mary King at 541-757-1497. We appreciate your assistance.

Respectfully,



William Chambers  
President

mmk

JUL 12 1999

AFFIDAVIT FOR THE DIMINUTION OF AN ENTIRE WATER RIGHT CERTIFICATE

State of Oregon )
) ss
County of Lane )

I/We, Carolyn S. Chambers, residing at \_\_\_\_\_, phone \_\_\_\_\_, being first duly sworn depose and say:

- 1. I/We are the legal owner(s) of the property described as tax lot number 1200, within the SE 1/4 SW 1/4, Section 16 1/2, Township 18 N 8 Range 2 E 1/2 of the Willamette Meridian, in Lane County, Oregon, as shown on the attached map and described in the attached deed and legal description and made part of this affidavit;
2. Water right certificate number 27829 issued to Albert Dery, with a date of priority of 2/20/57 for use of 0.25 cubic foot per second of water from Pudding River (sources) for the purpose of irrigation of 19.6 acres (uses) is appurtenant to my/our property;
3. I/We have obtained a better (better, more economical, etc) source of water for the primary irrigation of these lands, I/we request the right heretofore described be diminished from a right for primary irrigation to a right for supplemental irrigation of the same lands; and
4. I/We agree that so long as there is sufficient water available from the new primary source, I am/we are not entitled to use any water from 27829 for irrigation of said lands.

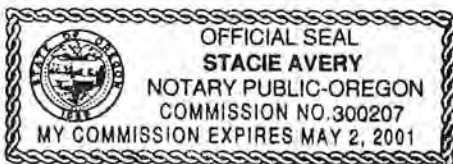
Signature of Legal Owner: Carolyn Chambers

Date: 7-8-99

Signature of Co-Owner

Date

Subscribed and Sworn to Before Me this 8th day of July, 1999.



Signature of Notary Public: Stacie Avery
Notary Public for Oregon
My Commission Expires 3/2/2001

PLEASE ATTACH MAP AND DEED WITH LEGAL DESCRIPTION



15-  
20-  
26-

9052566

STATUTORY BARGAIN AND SALE DEED

CAROLYN S. CHAMBERS, formerly known as CAROLYN A. McDONALD, Grantor, conveys to CAROLYN S. CHAMBERS, TRUSTEE OF THE CAROLYN S. CHAMBERS TRUST, Grantee, the following-described real property located in Lane County, Oregon:

PARCELS 1 & 2: Tax Lots #18-02-16-0-0-00200 and 18-02-16-0-0-00302 - Property located on Dery Road, Pleasant Hill, Lane County, Oregon

Lot 7 and the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 18 South, Range 2 West, Willamette Meridian; ALSO Beginning at the Southwest corner of Lot 6, Section 16, Township 18 South, Range 2 West, Willamette Meridian, and running thence East 11.73 chains; thence North 23.94 chains to the North line of said Section 16; thence West 11.73 chains to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 16; thence South 23.94 chains to the point of beginning;

ALSO Beginning at an iron pin marking the Northeast corner of the Robert Callison Donation Land Claim No. 74, Township 18 South, Range 2 West, Willamette Meridian; thence West 2867.63 feet along an old fence marking the North line of said Claim No. 74 to the true point of beginning; thence West 102.37 feet continuing along said fence line to a point; thence South 89.90 feet to a point; thence South 80° 00' East 168.01 feet to a point; thence North 27° 55' West 134.75 feet to the true point of beginning;

59560CT.31\*90#05REC 15.00  
59560CT.31\*90#05PFUND 10.00

ALSO Beginning at an iron pin marking the Northeast corner of the Robert Callison Donation Land Claim No. 74, Township 18 South, Range 2 West, Willamette Meridian; thence West 2418.00 feet along an old fence marking the North line of said Claim No. 74 to an iron pin marking the true point of beginning; thence West 227.00 feet continuing along said fence to a point marked by an iron pin; thence South 260.00 feet to a point marked by an iron pin; thence South 43° 02' 15" East 332.62 feet to a point marked by an iron pin; thence North 503.12 feet to the true point of beginning;

59560CT.31\*90#05A&T FUND 20.00

ALSO a non-exclusive right to the use of a private road 20 feet in width extending from the terminus of the existing county road in the East 1/2 of the Northwest 1/4 of Section 21, Township 18 South, Range 2 West, Willamette Meridian, down the East side of the creek or spring branch to a point 22.25 chains South of the North line of the Robert Callison Donation Land Claim No. 74, in said township and range as originally set forth in the deed from J. M. Cornelius and wife to J. R. Marshall, recorded in Book 76 of Deeds, Page 266, Records of Lane County, Oregon; thence continuing along said private road to a point where it crosses said creek and continues Northerly along the West side of said creek to the North boundary of said Robert Callison Donation Land Claim No. 74, which is set forth in the deed from Emmett F. Innis and Crysta V. Innes, husband and wife, to Joe B. Ross and Stella M. Ross, husband and wife, recorded March 25, 1960, on Reel 150'60D, R. R. No. 94704, Lane County Official Records.

PARCEL 3: Tax Lot #18-02-16-0-0-00301 - Property located on Dery Road, Pleasant Hill, Lane County, Oregon

Beginning at an iron pin marking the Northeast corner of the Robert Callison Donation Land Claim No. 74, Township 18 South, Range 2 West, Willamette Meridian; run thence West 2645.00 feet along an old fence line marking the North line of said Claim No. 74 to an iron pin marking the true point of beginning; thence West 200.00 feet continuing along said fence to a point marked by an iron pin; thence South 27° 55' East 139.73 feet to an iron pin; thence South 44° 35' 15" East 191.7 feet to an iron pin; thence North 260.00 feet to the place of beginning.

PARCEL 4: Tax Lot #18-02-16-0-0-00304 - Property located on Dery Road, Pleasant Hill, Lane County, Oregon

Beginning at a point being South 503.12 feet and West 2468.00 feet from the Northeast corner of the Robert Callison Donation Land Claim No. 74, Township 18 South, Range 2 West, Willamette Meridian; thence South 43° 02' 15" East 366.31 feet; thence South 132.26 feet; thence South 16° 32' 05" West 333.80 feet; thence South 120.00 feet;

9052566

thence South 45° 00' East 177.16 feet; thence West 763.96 feet; thence North 0° 42' 53" West 965.35 feet; thence East 495.73 feet to the point of beginning;

TOGETHER WITH that certain appurtenant right-of-way as set forth in deed from McKenzie River Motors, Inc., Grantor, to R. A. Chambers, and wife, Grantees, recorded March 7, 1972, as Reception No. 88665, Lane County, Oregon Records, more particularly described in said deed as follows: A non-exclusive right to use of a right-of-way over and across a strip of land 20 feet in width as the same presently exists down the East side of the creek or spring branch from the terminus of the existing County road in the East 1/2 of the Northwest 1/4 of Section 21, Township 18 South, Range 2 West, Willamette Meridian, to its intersection with the South line of the grantors herein at a point 22.25 chains South of the North line of the Robert Callison Donation Land Claim No. 74 in said Township and Range as originally set forth in deed from J. M. Cornelius and wife to J. R. Marshall, recorded in Book 76 of Deeds, Page 266, Records of Lane County, Oregon, together with an easement and right-of-way across the lands of the grantors herein from the point where the existing roadway above described crosses the South boundary of the lands of the grantors herein along the existing line of said right-of-way crossing said creek and continuing Northerly along the West side thereof to a point South 1100 feet from the North boundary of said Robert Callison Donation Land Claim No. 74.

PARCEL 5: Tax Lot #18-02-21-0-0-01200 - Property located on Dery Road, Pleasant Hill, Lane County, Oregon

Beginning 45 chains West of the Northeast corner of Donation Land Claim No. 74, Township 18 South, Range 2 West, Willamette Meridian; thence South 22.25 chains; thence East 45 chains; thence South to the Southeast corner of said Claim No. 74; thence West 60.26 chains; thence North 22.36 chains; thence West 20.12 chains; thence North to the line between Sections 17 and 20; thence West to the East line of Donation Land Claim No. 46; thence North to the Northeast corner of said Claim No. 46; thence West to a section line between Sections 17 and 18; thence North to a point 23.94 chains South of the Northwest corner of Section 17; thence East to the point of beginning;

EXCEPT that portion conveyed to the State of Oregon by deed recorded June 29, 1972, as Recorder's Reception No. 6092, Lane County, Oregon Deed Records;

SUBJECT TO the rights of the public in and to that portion of the premises herein described lying within any public road or highway;

SUBJECT TO a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, as granted to the United States of America by deed recorded September 8, 1953, as Recorder's Reception No. 12071, Lane County, Oregon Official Records, affecting a portion in the Southwesterly corner;

SUBJECT TO an easement created by instrument, including the terms and provisions thereof, recorded May 27, 1971, Recorder's Reception No. 48476, Lane County, Oregon Official Records, in favor of Pacific Power and Light Company, for electric transmission line, affecting a location not set out therein.

PARCEL 6: Tax Lot #17-04-03-3-0-04000 - Property located on Irvington Drive, Eugene, Lane County, Oregon

Beginning at the Northeast corner of the James Peek, Sr. Donation Land Claim No. 50, Township 17 South, Range 4 West, Willamette Meridian, said Northeast corner of the James Peek, Sr. Donation Land Claim bears North 89° 08' East 132.00 feet from the Southeast corner of the Marion Scott Donation Land Claim No. 56, said township and range; thence South 0° 06' 50" West 7.20 feet along the East line of said Claim No. 50; thence South 89° 39' 25" West 1540.64 feet, said point being the true point of beginning; thence South 89° 39' 25" West 175.00 feet; thence South 7° 36' 20" East 330.92 feet; thence South 89° 39' 25" West 266.00 feet; thence North 7° 36' 20" West



9052566

330.92 feet; thence South 89° 39' 25" West 569.00 feet; thence South 7° 50' 10" East 871.66 feet to an old iron pipe; thence North 89° 39' 25" East 1006.45 feet; thence North 7° 36' 20" West 871.22 feet to the true point of beginning.

**PARCEL 7:** Tax Lot #17-04-10-0-0-01401 - Property located near Irvington Drive, Eugene, Lane County, Oregon

Beginning at the grader blade marking the Southeast corner of the James Peek, Sr. Donation Land Claim No. 50, Township 17 South, Range 4 West, Willamette Meridian; thence North 0° 06' 50" East 89.62 feet to the iron pipe marking the Southwest corner of the Abraham M. Peek Donation Land Claim No. 51, said township and range; thence North 0° 06' 50" East 38.98 feet along the East line of said Claim No. 50 to a point; thence South 89° 47' 30" West 30.00 feet; thence South 0° 06' 50" West 88.90 feet; thence South 89° 47' 30" West 899.93 feet; thence North 7° 36' 20" West 2029.60 feet, said point being the true point of beginning; thence South 89° 47' 30" West 1515.58 feet to a point on the Easterly right-of-way line of the Southern Pacific Railroad (being 50 feet from the centerline of the mainline when measured at right angles to said centerline); thence North 20° 28' 30" West 373.67 feet along the Easterly line of said railroad and 50 feet distant from the centerline of the mainline; thence North 89° 47' 30" East 848.50 feet; thence North 7° 56' 30" West 1292.00 feet; thence North 89° 39' 25" East 758.45 feet; thence South 7° 36' 20" East 742.46 feet; thence South 89° 47' 30" West 94.00 feet; thence South 7° 36' 20" East 254.00 feet; thence North 89° 47' 30" East 94.00 feet; thence South 7° 36' 20" East 649.83 feet to the true point of beginning;

EXCEPT that portion described in deed to Lane County, a political subdivision of the State of Oregon, recorded December 29, 1967, as Reception No. 9515, Lane County, Oregon Records.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true consideration for this conveyance is \$NONE.

Dated this 29<sup>th</sup> day of October, 1990.

*Carolyn S. Chambers*  
Carolyn S. Chambers

STATE OF OREGON            )  
  )ss  
COUNTY OF LANE         )

The above-named CAROLYN S. CHAMBERS personally appeared before me this 29<sup>th</sup> day of October, 1990, and acknowledged the foregoing instrument to be her voluntary act and deed.



*Shirley A. Morrow*  
Notary Public for Oregon  
My Commission Expires: 5/8/94

Until a change is requested, all tax statements shall be sent to the following address: Carolyn S. Chambers, Trustee of the Carolyn S. Chambers Trust, 86220 Dery Road, Pleasant Hill, Oregon 97455-9702.



9052566

State of Oregon,  
County of Lane-ss.

I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

31 OCT 90 2:40

Reel **1662R**

Lane County OFFICIAL Records.  
Lane County Clerk

By: John E. Faw  
County Clerk

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OLD NUMBER

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO.

MAP NO. 18 02 21	TAX LOT NO. 1200	200 570 273		AERIAL PHOTO	
ACCOUNT	NUMBER	SECTION	TOWNSHIP	RANGE	W.M.
LOT NO.	BLOCK NO.	ADDITION			CITY

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
		DATE OF ENTRY	DEED NUMBER	
	<p>West 60.26 chains, thence 3777.16'</p> <p>North 22.36 chains, thence 1475.76'</p> <p>West 20.12 chains, thence 1327.92'</p> <p>North to the line between Sections 17 and 20,</p> <p>thence</p> <p>West to East line of DLC No.46; thence</p> <p>North to Northeast corner of said Claim No.46,</p> <p>thence</p> <p>West to a section line between Sections 17 and 18, thence 1580.04'</p> <p>North to a point 23.94 chains South of the Northwest corner of Section 17, thence</p> <p>East to the point of beginning, all in Lane County, Oregon.</p> <p>EXCEPT that portion conveyed to the State of Oregon by deed recorded June 29, 1972, as REcorder's Reception No.6092, Lane County Oregon Deed Records, Lane County, Oregon.</p> <p style="text-align: center;">Cont. m/1</p>			283.22

FOR ASSESSMENT AND TAXATION USE ONLY

1686  
**OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES**  
 OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

MAP NO. 18.02.21  
 TAX LOT NO. 1200  
 ACCOUNT NUMBER 570-273  
 SECTION 16  
 TOWNSHIP 18 S. RANGE 2W W.M.  
 AERIAL PHOTO

LOT NO. BLOCK NO. ADDITION CITY

LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING	
	DATE OF ENTRY	DEED NUMBER		
Beginning 45 chains West of the Northeast corner of DLC #74, Notf. #7036 in Section 16, Township 18 South, Range 2 West, W.M., in Lane County, Oregon; thence run South 22.25 chains, thence run East 45.0 chains, thence run South to the Southeast corner of said Claim #74; thence run West 60.26 chains, thence run North 22.36 chains, thence run West 20.12 chains, thence run North the line between Section 17 & 20; thence run West to the East line of DLC #46, Notf. #7284; thence run North to the Northeast corner of said claim #46; thence run West to the Section line between Section 17 & 18; thence run North to a point, 23.94 chains South of the Northwest corner of Section 17, and thence run East to the point of beginning, containing 845.54 acres of land in Lane County, Oregon.  Also- Gov't Lots 1, 2 & 3 of Section 20 Twp. 18 South, Range 2 West, W.M., Containing more or less Less: 1.00 acre in county road. Containing more or less LESS 0.08 ac. to Co. Rd. #314, 1966 Cont. m/1 Except: 22.76 ac. to T.L.(1900) in 18-02-20 per R429/58120. (1969) Cont. m/1 EXCEPT: 561.24 ac to TL 1201 by WD R592/6092 (1972) cont m/1 2970 Beginning 45 chains West of the Northeast corner of DLC No.74, in Twoship 18 South, Range 2 West of the W.M., thence South 22.25 chains, thence 1468.5' East 45 chains, thence South to Southeast corner of said Claim No.74. thence	1961	201/364 R.146 89155		
	1978	R929/53570		
				868.30
				867.30
			867.22	
			844.46	
			283.22	
	1981	R1151/81-34348		
	1989	R1576/8923B19		
	1991bs	R1662/9052566		

FOR ASSESSMENT AND TAXATION USE ONLY





**Oregon**  
Kate Brown, Governor

**Water Resources Department**  
725 Summer St NE, Suite A  
Salem, OR 97301  
(503) 986-0900  
Fax (503) 986-0904

**March 26, 2015**

CSC HOLDINGS LLC  
101 E BROADWAY STE 103  
EUGENE OR 97401

On March 16, 2015 the Water Resources Department received the Claim of Beneficial Use (COBU) for the following file(s):

Application S-84098 Permit S-53638

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

If you are interested in having your COBU reviewed sooner, you may pay to have your file processed immediately, using the Reimbursement Authority program, which is described at: [http://www.wrd.state.or.us/OWRD/mgmt\\_reimbursement\\_authority.shtml](http://www.wrd.state.or.us/OWRD/mgmt_reimbursement_authority.shtml)

Customer Service phone: (503) 986-0801

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

Cc: file



# Oregon

Kate Brown, Governor

## Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone (503) 986-0900

Fax (503) 986-0904

[www.wrd.state.or.us](http://www.wrd.state.or.us)

March 18, 2015

Stahlbush Island Farms  
3122 SE Stahlbush Island Rd.  
Corvallis, Oregon 97333

Reference: Application S-84098, Permit S-53638

The assignment from Stahlbush Island Farms to CSC Holdings LLC has been recorded in the records of the Water Resources Department.

The Departments records will now show CSC Holdings LLC as the permit holder of record.

Our records have been changed accordingly and the original request is enclosed. Receipt number 115230 covering the recording fee is also enclosed.

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

Please note that this permit required complete application of water to the proposed use by October 1, 2004, and within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE). As of this date, the claim of beneficial use has not been received by the Department. This places this permit(s) at risk of cancelation proceedings being started.

Sincerely,

Jerry Sauter  
Water Rights Program Analyst  
Water Right Services Division

Enclosure: Receipt 115230

cc: Watermaster 2  
CSC Holdings, LLC  
Data Center, OWRD (cover letter & request)  
Hydrographics  
File







STATE OF OREGON  
**WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A  
SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **115230**

INVOICE # \_\_\_\_\_

RECEIVED FROM: Stahlbush Island Farms

BY: \_\_\_\_\_  
CASH:  CHECK:# 89715 OTHER: (IDENTIFY)

APPLICATION	<u>5-840</u>
PERMIT	
TRANSFER	

TOTAL REC'D \$ 240.00

**1083 TREASURY 4170 WRD MISC CASH ACCT**

4047 COPIES \_\_\_\_\_ \$  
OTHER: (IDENTIFY) \_\_\_\_\_ \$  
0243 I/S Lease \_\_\_\_\_ 0244 Muni Water Mgmt. Plan \_\_\_\_\_ 0245 Cons. Water \_\_\_\_\_

**4270 WRD OPERATING ACCT**

**MISCELLANEOUS**

4047 COPY & TAPE FEES \_\_\_\_\_ \$  
4010 RESEARCH FEES \_\_\_\_\_ \$  
4008 MISC REVENUE: (IDENTIFY) 46111 \_\_\_\_\_ \$  
TC162 DEPOSIT LIAB. (IDENTIFY) Assignment \_\_\_\_\_ \$ 85.00  
0240 EXTENSION OF TIME \_\_\_\_\_ \$

**WATER RIGHTS:**

0201 SURFACE WATER \_\_\_\_\_ \$  
0203 GROUND WATER \_\_\_\_\_ \$  
0205 TRANSFER \_\_\_\_\_ \$

**WELL CONSTRUCTION**

0218 WELL DRILL CONSTRUCTOR \_\_\_\_\_ \$  
LANDOWNER'S PERMIT \_\_\_\_\_ \$  
0200 OTHER (IDENTIFY) Claim of Beneficial use § 175 \_\_\_\_\_ \$

EXAM FEE	
\$	0202
\$	0204
\$	
EXAM FEE	
\$	0219
	0220

RECORD FEE	
\$	
\$	

LICENSE FEE	
\$	
\$	

**0536 TREASURY 0437 WELL CONST. START FEE**

0211 WELL CONST START FEE \_\_\_\_\_ \$  
0210 MONITORING WELLS \_\_\_\_\_ \$  
OTHER (IDENTIFY) \_\_\_\_\_

CARD #	
CARD #	

**0607 TREASURY 0467 HYDRO ACTIVITY**

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

**TREASURY OTHER / RDX**

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

REIPT: **115230**

DATED: 3-16-15 BY: M. M.

Vendor OWRD

Check Date 3/13/2015

Check Number 089715

<u>Ref Nbr</u>	<u>Inv Nbr</u>	<u>Inv Date</u>	<u>Invoice Amount</u>	<u>Amount Paid</u>	<u>Disc Taken</u>	<u>Net Check Amt</u>
211015		3/12/2015	260.00	260.00	0.00	260.00

RECEIVED BY OWRD

MAR 16 2015

SALEM, OR

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

S-84098

Stahlbush Island Farms  
Will Chambers  
3122 Stahlbush Island Rd  
Corvallis, OR 97333

2. Article Number  
(Transfer from service label)

7012 2210 0002 6661 9278 WR

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Jami Ellefson-McConnell*  Agent  
 Addressee

B. Received by (Printed Name)

Jami Ellefson-McConnell

C. Date of Delivery

3-5-15

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®     Priority Mail Express™  
 Registered     Return Receipt for Merchandise  
 Insured Mail     Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes



UNITED STATES POSTAL SERVICE

OR 970

05 MAR '15

PM 41



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box •

RECEIVED

MAR 09 2015

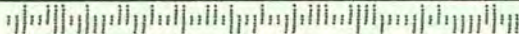
OWRD

Oregon Water Resources Department  
Attention: Kate Fitzgerald  
725 Summer St. NE, Suite A  
Salem, OR 97301

RECEIVED

MAR 09

OWRD





# Oregon

John A. Kitzhaber, MD, Governor

## Water Resources Department

North Mall Office Building  
725 Summer St NE, Suite A  
Salem, OR 97301  
Phone (503) 986-0900  
Fax (503) 986-0904  
www.wrd.state.or.us

*NOTE: For water rights information and useful forms, please see our web site at [www.oregon.gov/OWRD](http://www.oregon.gov/OWRD)*

March 2, 2015

Certified mail number 7012 2210 0002 6661 9278  
Return receipt requested

Stahlbush Island Farms  
Will Chambers  
3122 Stahlbush Island Rd.  
Corvallis, OR 97333

Reference: Application S-84098, Permit S-53638

Dear Permit Holder:

This letter is in regard to your water use permit as referenced above. Your permit required you to complete the development of your water use by October 1, 2004.

In order for the Department to consider issuance of a certificate of water right, you are required by law to hire a Certified Water Right Examiner to prepare and submit a claim of beneficial use that includes a final proof survey map of the development. The map and claim of beneficial use were to have been submitted to our Department within one year of October 1, 2004. The fee for submitting a claim of beneficial use is \$175.00. Please see the enclosed 'Resource Sheet' for our current database of CWRE's.

If you are not finished with the development of your permit, you need to file for an extension of time to complete your development. The fee for filing an extension of time is \$575.00. Please see the enclosed 'Resource Sheet' to access the extension of time form.

In the event that you are no longer using water as allowed by this permit, you should cancel it so that we may clear our records. Please see the enclosed 'Resource Sheet' to access the cancellation form, if you are interested in this option.

**If you have not submitted either a Claim of Beneficial Use or a request for an extension of time for your permit within 60 days of the date of this letter (May 1, 2015) the Department may issue a Final Order to cancel your permit without further notice. If the Department issues a Final Order to cancel your permit, and you request reconsideration of the final order and reinstatement of your permit, there is a \$450.00 reinstatement fee that is charged in addition to the claim of beneficial use or extension of time fee.**

Should you have any questions, please contact Machel Bamberger by telephone at 503-986-0802, Corey Courchane by telephone at 503-986-0825 or myself at the address above or by telephone at 503-986-0817.

Sincerely,

Jerry Sauter  
Water Rights Program Analyst

Enclosures (1)

cc: File S-84098  
OWRD Watermaster District 2  
CSC Holdings LLC

[Home](#)   [I Want To...](#)   [Services](#)   [Departments](#)   [Contact Us](#)

 **Individual Property Account Information**

Currently Selected Account

**Account Number**  
1441425  
**Tax Payer Name**  
CSC HOLDINGS LLC  
**Situs Address**  
ADDRESS UNKNOWN

Account Information

**Account Number** 1441425  
**Additional Account Numbers**  
**Tax Payer** CSC HOLDINGS LLC  
**Situs Address** ADDRESS UNKNOWN  
OREGON  
**Mailing Address** 800 WILLAMETTE ST STE 750  
  
**Map and Tax Lot #** EUGENE, OREGON 97401  
1802210000203  
**Acreage** 18.37  
**TCA** 00113  
**Prop Class** 551 Zoned Farm Improved

I Want To...

- [Start New Search](#)
- [Get the Current Balance Due](#)
- [Find Current and Prior Year Tax Statements](#)
- [Make a Tax Payment](#)
- [View the Tax Map](#)
- [View Appraisal Information](#)
- [View Property Description Card](#)
- [Change the Mailing Address](#)
- [Visit A&T Homepage](#)
- [View General Payment Information](#)
- [Search Help](#)
- [Contact Us](#)



PERMIT STATUS REVIEW BY MACHELLE BAMBERG DATE 12-4-14 FILE # S-84098

1. Per Dwight French, **do not** send "C" DATE NOTICE PACKET if: update appropriate db

NO Extension pending \_\_\_\_\_

NO Assignment is pending \_\_\_\_\_

NO Cancellation has been requested \_\_\_\_\_

NO Dept. has already sent a certified 60-Day Compliance letter (date \_\_\_\_\_, # \_\_\_\_\_)

Was **60 days notice** allowed? Y N If No, How Much Time ? \_\_\_\_\_

Was mail deliverable as addressed? Y N date \_\_\_\_\_

If mail returned, online/www check ? Y N date \_\_\_\_\_ successful ? Y N

Re-send Cert. Letter ? Y N date \_\_\_\_\_

Send cancellation order Y N

NO Claim of beneficial use and final proof map (COBU) have been received by Department

Date information received \_\_\_\_\_

2. IF NONE OF THE ABOVE APPLY

\_\_\_\_\_ Send **certified** "C" date notice packet to permit holder.

"C" DATE 10-1-2004 BASIN NUMBER 2 WM # 2

CWRE or AGENT WALT TRIMMER

*Hold sending letter  
+111 3-4-14 15 noon  
MBS 12-4-14*

## CLARK Gerry E

---

**From:** CLARK Gerry E  
**Sent:** Wednesday, November 05, 2014 11:50 AM  
**To:** Walter Trimmer  
**Subject:** RE: Water Right Questions

Walt,

In response to your questions:

1. I did find copies of the diminishment affidavits in the file. The Department has not yet acted on the diminishments. The Claim should indicate that the intention of the permit holder is that Permit 53638 be issued as primary irrigation and that Certificates 27827 and 27829 be diminished to supplemental as requested by previously submitted affidavits. The affidavits will be processed at the time that the Claim is reviewed for this permit.
2. Certificate 27828 is not specifically identified on the Department's interactive mapper. I have addressed that situation in a separate e-mail.
3. The CBU map should have the name of the entity that is submitting the Claim. If the permit is to be assigned to CSS Holdings LLC prior to submitting the Claim, then the map should have their name.

Please let me know if you have any additional questions.

Gerry

Gerry Clark  
Water Right Services Division  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301

Phone: 503-986-0811

**From:** FRENCH Dwight W  
**Sent:** Tuesday, November 04, 2014 4:40 PM  
**To:** Walter Trimmer  
**Cc:** CLARK Gerry E  
**Subject:** RE: Water Right Questions

Walt,  
Thanks for the questions.  
Gerry can help you.  
Dwight

*Dwight French*  
Water Right Services Division Administrator  
Oregon Water Resources Department  
[dwight.w.french@state.or.us](mailto:dwight.w.french@state.or.us)  
503-986-0819

**From:** Walter Trimmer [mailto:trimmerw@gmail.com]  
**Sent:** Tuesday, November 04, 2014 9:46 AM  
**To:** [dwight.w.french@state.or.us](mailto:dwight.w.french@state.or.us)  
**Subject:** Water Right Questions

Dwight,

I am working on submitting the COBU for permit S-53638 under the name of Stahlbush Island Farms.

I have attached my FPS map. The permit did not mention anything about it, but the land is underlain by certificates S-27827 and 27829 under Albert Dery. I have mapped these acres on the map as supplemental. The client has shown me paperwork from 2000 that requested the diminshment of those two rights to supplemental status but the diminshments don't show up on your system. Additionally, certificate 27828 (Dery again) underlays part of permit 53638 but this right doesn't show up on your Web Mapping system.

The ownership name has been changed and I have been working to get them to submit the assignment. Should the map show the CSC Holdings LLC name?

I can send the diminishment copies if you need them.

I would appreciate any advice you can give me so I can wrap this up.

--

*Walt Trimmer*, PE, PhD  
Trimmer Engineering Inc  
3924 NW Walnut Place  
Corvallis, OR 97330 USA  
cell 541-740-2901  
Phone 541-754-2819



## CLARK Gerry E

---

**From:** CLARK Gerry E  
**Sent:** Wednesday, November 05, 2014 11:47 AM  
**To:** 'Walter Trimmer'  
**Subject:** RE: Permit S-53638 COBU

Walt,

Certificate 27828 was issued for a 1.0 acre foot reservoir that looks to be located within the boundary of the creek bank.

I did check the on-line mapper and agree that the reservoir is not specifically identified on the map. Please be aware that the interactive mapper does not always identify the location of a right. In cases where the Department is unable to identify a location of a right within a quarter quarter, a diamond symbol is used to indicate that there is a are right(s) within a quarter quarter that we cannot locate. If you select the diamond on the map, the POU table should include a listing of the rights that we were unable to specifically identify the location of on the map.

I do not believe that the reservoir is an issue with the map that you are preparing for this permit.

Gerry

Gerry Clark  
Water Right Services Division  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301

Phone: 503-986-0811

**From:** Walter Trimmer [<mailto:trimmerw@gmail.com>]  
**Sent:** Wednesday, November 05, 2014 9:03 AM  
**To:** Gerry Clark  
**Subject:** Permit S-53638 COBU

Gerry,

Dwight French forwarded my message to you. After looking at the Certificate 27828 map in the correct scale and allowing for mapping differences I can see it does not over lap with 53638. I still don't see it on the Web Map.

I'll appreciate your input on the other two rights.

--

*Walt Trimmer*, PE, PhD  
Trimmer Engineering Inc  
3924 NW Walnut Place  
Corvallis, OR 97330 USA  
cell 541-740-2901  
Phone 541-754-2819

## CLARK Gerry E

---

**From:** CLARK Gerry E  
**Sent:** Wednesday, November 05, 2014 11:50 AM  
**To:** Walter Trimmer  
**Subject:** RE: Water Right Questions

Walt,

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Please let me know if you have any additional questions.

Gerry

Gerry Clark  
Water Right Services Division  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301

Phone: 503-986-0811

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**To:** Walter Trimmer  
**Cc:** CLARK Gerry E  
**Subject:** RE: Water Right Questions

Walt,  
Thanks for the questions.  
Gerry can help you.  
Dwight

*Dwight French*  
Water Right Services Division Administrator  
Oregon Water Resources Department  
[dwight.w.french@state.or.us](mailto:dwight.w.french@state.or.us)  
503-986-0819

**From:** Walter Trimmer [mailto:trimmerw@gmail.com]  
**Sent:** Tuesday, November 04, 2014 9:46 AM  
**To:** [dwight.w.french@state.or.us](mailto:dwight.w.french@state.or.us)  
**Subject:** Water Right Questions

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I would appreciate any advice you can give me so I can wrap this up.

--

*Walt Trimmer*, PE, PhD  
Trimmer Engineering Inc  
3924 NW Walnut Place  
Corvallis, OR 97330 USA  
cell 541-740-2901  
Phone 541-754-2819



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

# T18S R2W, W.M. Final Proof Survey

In the name of  
**Stahlbush  
Island Farms**

**Primary  
Permit S-53638**



**Supplemental  
Certificate S-27827**



**Supplemental  
Certificate S-27829**



Prepared by  
**Walter L. Trimmer  
CWRE #332  
Trimmer Engineering Inc.**  
3924 NW Walunt Place  
Corvallis, OR 97330  
541-754-2819

Scale 1" = 1320'

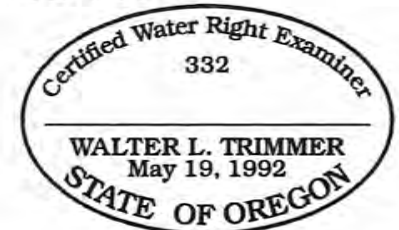
October 22, 2014

Layout: Water Rights

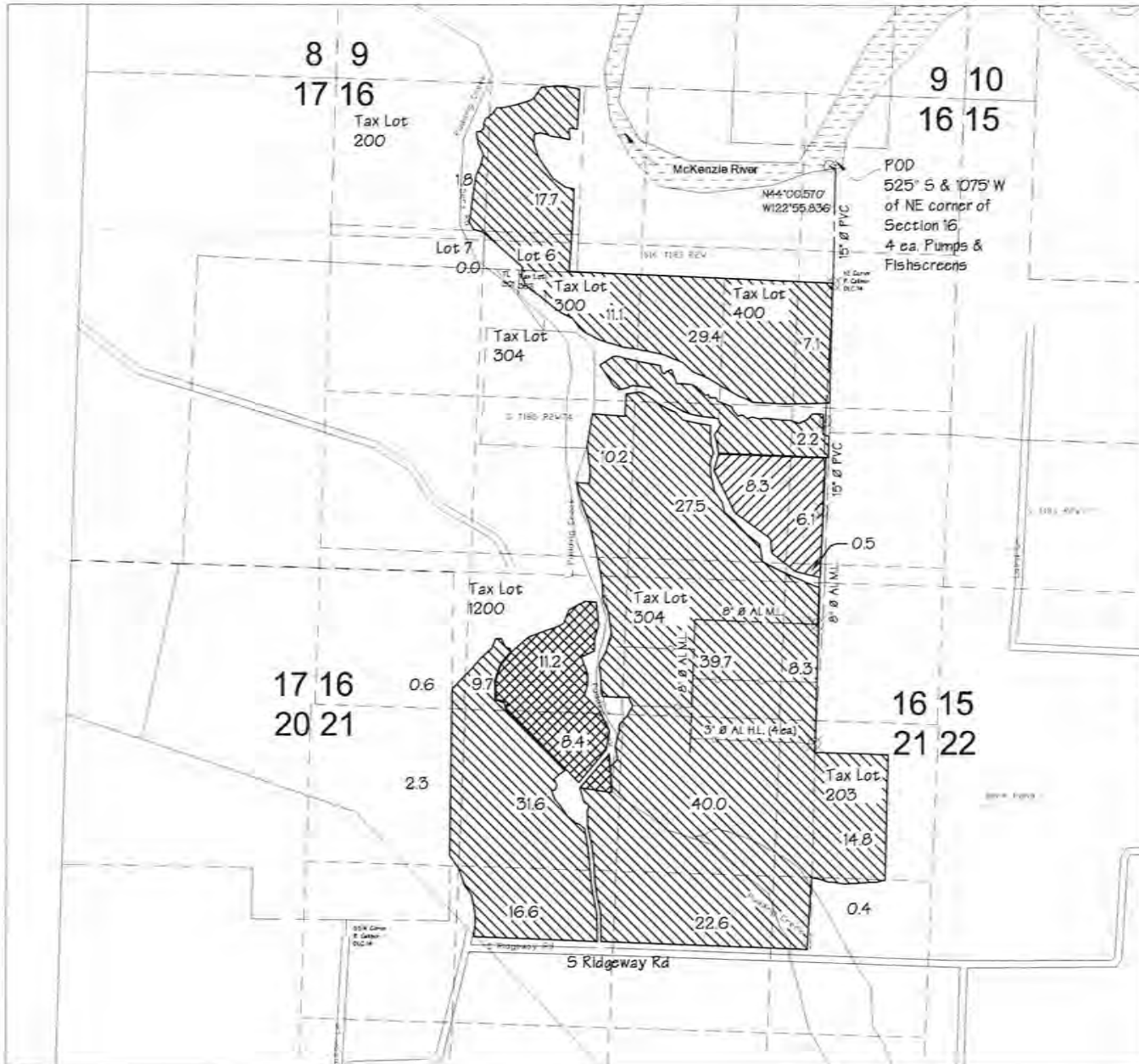
File: Stahlbush\_Pleasant\_Hill.dwg

Based on USGS Springfield Quad

**DWG 1 of 1**



Expires 6/30/2016



Oregon Water Resources Department  
Water Rights Division

Water Rights Application  
Number S-84098

Final Order

*Application History*

On March 15, 1999, STAHLBUSH ISLAND FARMS; CHAMBERS, WILLIAM submitted an application to the Department for a water use permit. The Department issued a Proposed Final Order on August 3, 1999. The protest period closed September 17, 1999, and no protest was filed.

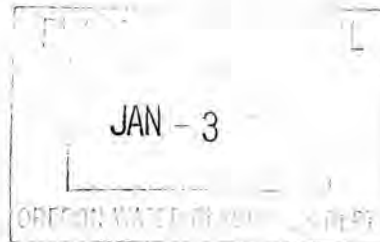
The proposed use would not impair or be detrimental to the public interest.

Order

Application S-84098 therefore is approved as proposed by the Proposed Final Order, and Permit 53638 is issued as limited by the conditions proposed by the Proposed Final Order.

DATED December 23, 1999

  
Martha O. Pagel, Director



*Appeal Rights*

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review of this order must be filed within the 60 day time period specified by ORS 183.484(2).

This statement of judicial review rights does not create a right to judicial review of this order, if judicial review is otherwise precluded by law. Where no changes have been made to a Proposed Final Order on a water right application and no protests have been filed during the protest period, the final order is not subject to judicial review.

*This document was prepared by Anita Huffman. If you have any questions about any of the statements contained in this document I am the most likely the best person to answer your questions. You can reach me toll free within Oregon at 1-800-624-3199 extension 229. Outside of Oregon you can dial 1-503-378-8455.*

*If you have questions about how to file a protest or if you have previously filed a protest and want to know the status, please contact Adam Sussman. His extension number is 262.*

*If you have other questions about the Department or any of its programs please contact our Water Rights Information Group at extension 499. Address all other correspondence to: Water Rights Section, Oregon Water Resources Department, 158 12th ST. NE Salem, OR 97310, Fax: (503)378-2496*



STATE OF OREGON

COUNTY OF LANE

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

STAHLBUSH ISLAND FARMS  
WILLIAM CHAMBERS  
3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333

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

APPLICATION FILE NUMBER: S-84098

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1625 AND R-5363, TRIBUTARIES OF MIDDLE FORK WILLAMETTE RIVER

PURPOSE OR USE: IRRIGATION OF 359.0 ACRES

MAXIMUM VOLUME ALLOWED: 775.0 ACRE-FEET PER YEAR

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31 OR AS FURTHER LIMITED BY CONTRACT

DATE OF PRIORITY: MARCH 15, 1999

POINT OF DIVERSION LOCATION: NE 1/4 NE 1/4, SECTION 16, T18S, R2W, W.M.; 525 FEET SOUTH & 1075 FEET WEST FROM NE CORNER, SECTION 16

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW 1/4 NE 1/4 35.0 ACRES  
SE 1/4 NE 1/4 7.0 ACRES  
NE 1/4 NW 1/4 25.0 ACRES  
  
NW 1/4 NW 1/4 5.0 ACRES

Application S-84098 Water Resources Department

PERMIT 53638

SW 1/4 NW 1/4 1.0 ACRES  
 SE 1/4 NW 1/4 20.0 ACRES  
 NE 1/4 SW 1/4 10.0 ACRES  
 SE 1/4 SW 1/4 12.0 ACRES  
 NE 1/4 SE 1/4 9.0 ACRES  
 NW 1/4 SE 1/4 40.0 ACRES  
 SW 1/4 SE 1/4 40.0 ACRES  
 SE 1/4 SE 1/4 6.0 ACRES  
 SECTION 16

NE 1/4 NE 1/4 25.0 ACRES  
 NW 1/4 NE 1/4 40.0 ACRES  
 SW 1/4 NE 1/4 20.0 ACRES  
 SE 1/4 NE 1/4 5.0 ACRES  
 NE 1/4 NW 1/4 35.0 ACRES  
 NW 1/4 NW 1/4 3.0 ACRES  
 SW 1/4 NW 1/4 1.0 ACRES  
 SE 1/4 NW 1/4 20.0 ACRES  
 SECTION 21

TOWNSHIP 18 SOUTH, RANGE 2 WEST, W.M.

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

The use of water under this right is subject to the terms and conditions of contract No. 9-07-10-W1252, or a satisfactory replacement, between the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department.

The permittee shall install, maintain, and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the proposed diversion. The required screen is to be in place and functional prior to diversion of any water.

If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area.

The use may be restricted if the quality of the source stream or downstream water decrease to the point that those waters no longer meet state or federal water quality standards due to reduced flows.

#### STANDARD CONDITIONS

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

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

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

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


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



The Director finds that the proposed use(s) of water described by this permit, as conditioned, will not impair or be detrimental to the public interest.

Actual construction work shall begin by December 23, 2000. Complete application of the water to the use shall be made on or before October 1, 2004. Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

Issued December 23, 1999

  
Martha O. Pagel, Director  
Water Resources Department

NOTE: Pursuant to ORS 537.330, in any transaction for the conveyance of real estate that includes any portion of the lands described in this permit, the seller of the real estate shall, upon accepting an offer to purchase that real estate, also inform the purchaser in writing whether any permit, transfer approval order, or certificate evidencing the water right is available and that the seller will deliver any permit, transfer approval order or certificate to the purchaser at closing, if the permit, transfer approval order or certificate is available.

Application S-84098  
Basin 02  
AMH

Water Resources Department  
Volume 1 MID FK WILLAMETTE R  
MGMT.CODE 1BF 1BW

PERMIT 53638  
District 2



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Regional Office  
1150 North Curtis Road, Suite 100  
Boise, ID 83706-1234

IN REPLY REFER TO:

PN-3324  
WTR-4.00

**MAY 16 2012**

Stahlbush Island Farms  
c/o Ms. Carolyn S. Chambers  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Water Service Contract No. 129E101780, Willamette River Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your records is a fully executed original of the subject contract, which provides irrigation use of up to 775 acre-feet of stored water from the Willamette River Basin Project beginning with the 2012 irrigation season.

Please note that if less water is used during any irrigation season, information on the amount delivered must be received in writing by this office no later than December 1 of the subject season, to receive a credit as set forth in Article 5 of the contract.

If you have any questions, please contact Mr. Bill Parks, Economist, at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

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

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WATER RESOURCES DEPT  
SALEM, OREGON

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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WATER RESOURCES DEPT  
SALEM, OREGON



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

**CONTRACT FOR WATER SERVICE**

THIS CONTRACT, made this 16<sup>th</sup> day of May, 2012, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Carolyn S. Chambers**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

**EXPLANATORY RECITALS**

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

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SALEM, OREGON

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

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

**LANDS FOR WHICH WATER IS DIVERTED: LIMITATIONS ON RELEASES**

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

- 28 acres, NE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 35 acres, SW1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 38 acres, SE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 9 acres, NE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, SW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 6 acres, SE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 10 acres, NE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 12 acres, SE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 5 acres, SE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 35 acres, NE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 1 acre, SW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.

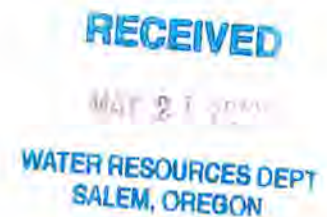
Of the land described, not more than 418 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 775 acre-feet of stored water annually, measured at the point of delivery of said water.



## PAYMENTS FOR WATER

5. (a) An annual payment of \$6,200 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$6,200 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 775 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$ 8 per acre-foot of stored water; Provided, that such annual payment shall at a minimum be the greater of either the product of \$ 2 multiplied by the number of acres described in Article 4 of this contract or \$ 50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the Contracting Officer for the irrigation water marketing program of the Willamette River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.





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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 15 of this contract.

#### **CONTRACT ADMINISTRATION FEES**

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

#### **CHARGES FOR DELINQUENT PAYMENTS**

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

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

### **RELEASE OF WATER**

8. (a) Upon payment of the charges specified in Article 5 above, the United States will release water from the Willamette River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payments.

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

525 feet south and 1075 feet west from of NE corner of section 16,  
T. 18 S., R. 2 W., W.M.

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

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SALEM, OREGON

(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water diversions. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him/her to adjust releases to meet the new schedules. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster and/or the United States.

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

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

If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the United States, or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

#### **SPECIAL CONDITIONS**

10. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer. The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA).

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water



service hereunder shall cease when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

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

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

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**WATER RESOURCES DEPT  
SALEM, OREGON**

## TERM OF CONTRACT

11. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 10 or 12 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

## TERMINATION OF CONTRACT

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

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

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

### **HOLD HARMLESS AND INDEMNIFICATION**

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

### **DISCLAIMER**

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

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SALEM, OREGON**



## NOTICES

15. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, % Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis, Oregon 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

## GENERAL PROVISIONS

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

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

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

**CONTRACTOR**

Carolyn S. Chambers by Silvia  
Sullivan POA

*Sullivan*

\_\_\_\_\_  
Carolyn S. Chambers

**UNITED STATES OF AMERICA**

By: *Ryan M. Patterson*

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

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**GENERAL PROVISIONS -- WILLAMETTE BASIN PROJECT**

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

CONFIRMATION OF CONTRACT

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION

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

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## ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

## BOOKS, RECORDS, AND REPORTS

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

## COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

## PROTECTION OF WATER AND AIR QUALITY

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

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

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



## WATER CONSERVATION

(j). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

## EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(5) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

#### PRIVACY ACT COMPLIANCE

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

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

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

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

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

#### MEDIUM FOR TRANSMITTING PAYMENTS

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

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

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# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:

PN-3324  
WTR-4.00

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SALEM, OREGON

Ms. Carolyn S. Chambers  
c/o Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract No. 089E101657, 2008 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your records is an original of the fully executed subject contract, which provided for the irrigation use of up to 775 acre-feet of stored water from the Willamette Basin Project for the 2008 irrigation season. Please note that if less water is used during the irrigation season, information supporting your use must be received in writing by this office no later than December 1, 2008, in order to receive a partial refund as set forth in Article 5 of the contract.

Thank you for executing the subject contract. Should you have any questions, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street N.E., Suite A  
Salem, OR 97301-1271

Mr. Michael Mattick  
District 2 Watermaster  
Central Lane Justice Court  
220 N. Fifth Street  
Springfield, OR 97477  
(w/copy of contract to each)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
PACIFIC NORTHWEST REGIONAL OFFICE

WILLAMETTE BASIN PROJECT, OREGON

## RECORD OF EXECUTION OF CONTRACT

Contractor: Ms. Carolyn S. Chambers Contract No: 089E101657

Date of contract: MAY 30 2008 Estimated amount involved: \$6300 (includes \$100 contract admin. fee)

Purpose: Temporary Contract for Water Service

Remarks: Authority to approve and execute this contract has been redelegated to the Program Manager, Lands and Repayment, by the Regional Director in a February 2, 1995, memorandum.

Place: Boise, Idaho Date: 05/30/08

1. Standard form of contract transmitted to Field Solicitor for legal approval by memorandum dated January 11, 1996, and given legal approval on February 9, 1996, by Kenneth M. Sebby for the Field Solicitor, Boise, Idaho. Temporary form of contract previously approved by Tony Sullins of the Field Solicitor Office.



Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

2. **Contract executed and transmitted to the following:**

ORIGINAL CONTRACT TO: PN-7632 (V.R.)

ORIGINAL TO CONTRACTOR

COPY TO: Oregon Water Resources Department, Salem, OR

District 2 Watermaster, Springfield, OR

84-56000

PN-1820, PN-3300, PN-7632

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## FACT SHEET

1. Contracting Water User, Contract Number, Project, and State: Ms. Carolyn S. Chambers, Contract No. 089E101657, Willamette Basin Project, Oregon.
2. Authorization: Section 9(e) of the Act of August 4, 1939 (53 Stat. 1187); Section 8 of the Act of December 22, 1944 (58 Stat. 887, 891); the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170).
3. Status of Environmental Action: In compliance with the National Environmental Policy Act of 1969, the irrigation water marketing activities on the Willamette Basin Project are covered in the Final Environmental Impact Statement prepared by the Corps of Engineers and dated May 1980. The proposed contract has been categorically excluded by a Categorical Exclusion Checklist dated April 21, 2008.
4. Objective of Contract: To provide for the release and/or diversion of up to 775 acre-feet of stored water for the remainder of the 2008 irrigation season to irrigate not more than 418 acres, located in the reach of the Middle Fork of the Willamette River downstream of Fall Creek Lake and Dexter Reservoirs (Reach 10).
5. Form of Contract: The standard form of contract has been approved on February 9, 1996, for the Field Solicitor, Boise, Idaho, in a January 11, 1996, memorandum. The temporary form of contract has previously been approved by Tony Sullins of the Field Solicitor's Office.
6. Delegation of Authority: Authority to approve and execute this contract has been redelegated to the Program Manager, Lands and Repayment, by the Regional Director in a February 2, 1995, memorandum.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**Willamette Basin Project, Oregon**

**TEMPORARY CONTRACT FOR WATER SERVICE**

**THIS CONTRACT**, made this 30th day of May, 2008, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the **UNITED STATES OF AMERICA**, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Carolyn S. Chambers**, hereinafter referred to as the Contractor;

**WITNESSETH, THAT:**

**EXPLANATORY RECITALS**

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

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

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

**LANDS FOR WHICH WATER IS FURNISHED: LIMITATIONS ON DELIVERIES**

4. The United States shall make available to the Contractor during the remainder of the 2008 irrigation season ending October 31 stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 35 acres, SW1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 38 acres, SE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 9 acres, NE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, SW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 6 acres, SE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 10 acres, NE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 12 acres, SE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 5 acres, SE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 35 acres, NE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 1 acre, SW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.

Of the land described, not more than 418.0 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 775.0 acre-feet of stored water, measured at the point of delivery of said water.

## PAYMENTS FOR WATER

5. (a) A payment of \$6,200 for the 2008 irrigation season shall be made to the United States at the time of executing this contract. This payment will entitle the Contractor to receive up to a maximum of 775.0 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. In the event some portion of the 775.0 acre-feet is not required by the Contractor, the Contracting Officer will consider refunding a portion of the water service payment based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the 2008 irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer; Provided, that in order for a refund to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by December 1, 2008.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50.

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

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



(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

### CONTRACT ADMINISTRATION FEES

6. (a) Prior to execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, contract amendments, supplements, and assignments will be subject to a charge in an amount sufficient to cover costs to the United States.

### FURNISHING OF WATER

7. (a) Upon payment of the monies specified in subarticle 5(a) and Article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the northeast corner of  
Section 16, T. 18 S., R. 2 W., W.M.

The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of

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water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

### **SPECIAL CONDITIONS**

8. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if



deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

(d) Prior to delivery of water under this contract the Contractor shall submit to the Contracting Officer written verification that satisfactory fish screen(s) and/or fish passage structure(s) are operational at the point(s) of diversion described in Article 7(b), or that the Contractor and the Oregon Department of Fish and Wildlife have reached a mutually satisfactory agreement concerning compliance with State and Federal fish screening/passage standards at said point(s) of diversion. Such fish screen(s) and/or fish passage structure(s) shall be furnished, installed, operated, and maintained by and at the expense of the Contractor, but shall remain at all times available for inspection by the Contracting Officer and or the State of Oregon whose representatives may at all times have access to them over any lands of the Contractor.

### **TERM OF CONTRACT**

9. This contract shall become effective as of the date first above written and shall continue through December 31, 2008, unless sooner terminated in accordance with Article 10, or by agreement of the parties hereto.

### **TERMINATION OF CONTRACT**

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

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

(c) The United States may terminate this contract and water service hereunder shall cease if the water supply becomes unavailable as required by, or due to the application of, federal laws, including, but not limited to, the ESA.

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

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

If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the United States, or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

### **HOLD HARMLESS AND INDEMNIFICATION**

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

### DISCLAIMER

13. No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Water service, such as that provided hereunder, may only be provided in a subsequent irrigation season, or seasons, upon execution of a suitable contract for that purpose. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

### NOTICES

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, % Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis, Oregon 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

### GENERAL PROVISIONS

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

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- f. PROTECTION OF WATER AND AIR QUALITY

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JUN 02 2008


**WATER RESOURCES DEPT  
SALEM, OREGON**

- g. EQUAL EMPLOYMENT OPPORTUNITY
- h. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- i. PRIVACY ACT COMPLIANCE
- j. MEDIUM FOR TRANSMITTING PAYMENTS
- k. CONTRACT DRAFTING CONSIDERATIONS

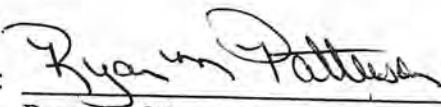


IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**CONTRACTOR**

  
Carolyn S. Chambers

**UNITED STATES OF AMERICA**

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

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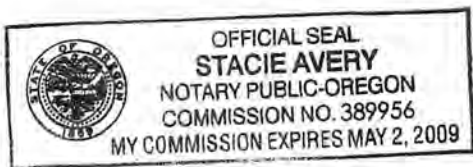
JUN 02 2008

**WATER RESOURCES DEPT  
SALEM, OREGON**

STATE OF Oregon )  
County of Lane ) : ss

On this 22 day of May, 2008, before me, a notary public, personally appeared Carolyn S. Chambers known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as his/her free and voluntary act and deed.

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



(SEAL)

Stacie Avery  
Notary Public in and for the  
State of Oregon  
Residing at: Springfield, Oregon  
My commission expires: 5/2/09

\*\*\*\*\*

STATE OF IDAHO )  
County of Ada ) : ss

On this 30th day of May, 2008, personally appeared before me Ryan Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Terri S. Currid  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise, ID  
My commission expires: 2/27/2014

**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

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### EQUAL EMPLOYMENT OPPORTUNITY

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 1246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

- (h). 1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
- 2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this

contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

#### PRIVACY ACT COMPLIANCE

(i). 1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

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

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

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

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

#### MEDIUM FOR TRANSMITTING PAYMENTS

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

(j). Articles 1 through 14 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

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SALEM, OREGON





# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

DEC 06 2007

IN REPLY  
REFER TO:

PN-3324  
WTR-4.00

Ms. Carolyn S. Chambers  
c/o Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract No. 089E101628, 2007 Irrigation Season,  
Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your records is an original of the fully executed subject contract, which provided for the irrigation use of up to 775 acre-feet of stored water from the Willamette Basin Project for the 2007 irrigation season.

Thank you for executing the subject contract. Should you have any questions, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street N.E., Suite A  
Salem, OR 97301-1271

Mr. Michael Mattick  
District 2 Watermaster  
Central Lane Justice Court  
220 N. Fifth Street  
Springfield, OR 97477  
(w/copy of contract to each)

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WATER RESOURCES DEPT  
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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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WATER RESOURCES DEPT  
SALEM OREGON

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**Willamette Basin Project, Oregon**

**TEMPORARY CONTRACT FOR WATER SERVICE**

**THIS CONTRACT**, made this 7 day of Dec., 2007, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the **UNITED STATES OF AMERICA**, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Carolyn S. Chambers**, hereinafter referred to as the Contractor;

**WITNESSETH, THAT:**

**EXPLANATORY RECITALS**

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

3. **WHEREAS**, the Contractor owns land hereinafter described, for which a water supply is desired to be secured from the United States; and

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

**LANDS FOR WHICH WATER IS FURNISHED: LIMITATIONS ON DELIVERIES**

4. The United States shall make available to the Contractor during the remainder of the 2007 irrigation season ending October 31 stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 35 acres, SW1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 38 acres, SE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 9 acres, NE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, SW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 6 acres, SE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 10 acres, NE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 12 acres, SE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 5 acres, SE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 35 acres, NE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 1 acre, SW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.

Of the land described, not more than 418.0 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 775.0 acre-feet of stored water, measured at the point of delivery of said water.

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**WATER RESOURCES DEPT  
SALEM, OREGON**



## PAYMENTS FOR WATER

5. (a) A payment of \$6,200 for the 2007 irrigation season shall be made to the United States at the time of executing this contract. This payment will entitle the Contractor to receive up to a maximum of 775.0 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. In the event some portion of the 775.0 acre-feet is not required by the Contractor, the Contracting Officer will consider refunding a portion of the water service payment based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the 2007 irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer; Provided, that in order for a refund to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by **December 1, 2007**.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50.

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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 13 of this contract.

**CONTRACT ADMINISTRATION FEES**

6. (a) Prior to execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, contract amendments, supplements, and assignments will be subject to a charge in an amount sufficient to cover costs to the United States.

**FURNISHING OF WATER**

7. (a) Upon payment of the monies specified in subarticle 5(a) and Article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the northeast corner of  
Section 16, T. 18 S., R. 2 W., W.M.

The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of

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SALEM OREGON

water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

#### **SPECIAL CONDITIONS**

8. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if



deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

(d) Prior to delivery of water under this contract the Contractor shall submit to the Contracting Officer written verification that satisfactory fish screen(s) and/or fish passage structure(s) are operational at the point(s) of diversion described in Article 7(b), or that the Contractor and the Oregon Department of Fish and Wildlife have reached a mutually satisfactory agreement concerning compliance with State and Federal fish screening/passage standards at said point(s) of diversion. Such fish screen(s) and/or fish passage structure(s) shall be furnished, installed, operated, and maintained by and at the expense of the Contractor, but shall remain at all times available for inspection by the Contracting Officer and or the State of Oregon whose representatives may at all times have access to them over any lands of the Contractor.

#### **TERM OF CONTRACT**

9. This contract shall become effective as of the date first above written and shall continue through December 31, 2007, unless sooner terminated in accordance with Article 10, or by agreement of the parties hereto.

#### **TERMINATION OF CONTRACT**

10. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

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

11. In its operation of the Project, the United States will use all reasonable means to guard against a Condition of Shortage in the quantity of water to be made available to the

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Contractor pursuant to this Contract. In the event the United States determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the United States or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

### **DISCLAIMER**

12. No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Water service, such as that provided hereunder, may only be provided in a subsequent irrigation season, or seasons, upon execution of a suitable contract for that purpose. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

### **NOTICES**

13. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, % Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis, Oregon 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

## GENERAL PROVISIONS

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

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- f. PROTECTION OF WATER AND AIR QUALITY
- g. EQUAL EMPLOYMENT OPPORTUNITY
- h. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- i. PRIVACY ACT COMPLIANCE
- j. CONTRACT DRAFTING CONSIDERATIONS

**RECEIVED**


DEC 10 2007

WATER RESOURCES DEPT  
SALEM, OREGON



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

**CONTRACTOR**

  
Carolyn S. Chambers

**UNITED STATES OF AMERICA**

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

STATE OF Oregon )  
County of Lane ) : SS

On this 28 day of November, 2007, before me, a notary public, personally appeared Carolyn S. Chambers known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as his/her free and voluntary act and deed.

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



(SEAL)

Stacie Avery  
Notary Public in and for the  
State of Oregon  
Residing at: Eugene, Oregon  
My commission expires: 1/5/2009

\*\*\*\*\*

STATE OF IDAHO )  
County of Ada ) : SS

On this 7 day of December, 2007, personally appeared before me RYAN M. PATTERSON, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Diana L. Jacobs  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: 05/22/2012

**RECEIVED**  
DEC 10 2007  
WATER RESOURCES DEPT  
SALEM, OREGON

**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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



RECEIVED

DEC 10 2007

WATER RESOURCES DEPT  
SALEM, OREGON

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 1246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(h). 1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this

contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

#### PRIVACY ACT COMPLIANCE

(i). 1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

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

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

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

(j). Articles 1 through 14 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.





# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:

PN-3324  
WTR-4.00

MAY 18 2007

RECEIVED

MAY 23 2007

WATER RESOURCES DEPT  
SALEM, OREGON

Ms. Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract, 2007 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your consideration are three copies of a proposed temporary water service contract that when properly executed, would make stored water from the Willamette Basin Project (Project) available to you for irrigation use for the remainder of the 2007 irrigation season ending October 31. The subject contract is a one-season arrangement only, and is intended to address irrigation needs for the 2007 irrigation season while this office continues to process and evaluate your application for a long-term contract for such a water supply. The provision of water service in subsequent irrigation seasons, temporary or otherwise, would be contingent upon execution of a suitable contract for that purpose.

The information detailed in the proposed contract is based on that provided in your contract application to this office and, when possible, it has been reconciled against information provided in the water right application to the Oregon Water Resources Department (OWRD). A water right issued by OWRD is required in order to divert the stored water provided under this proposed contract. If you have not done so, we recommend you contact OWRD for this purpose.

Article 4 describes by quarter-quarter section a total of 418.0 acres that are eligible to receive irrigation water service under the contract. Article 5 of the contract requires payment of \$6,200 be made at this time to receive up to a maximum of 775.0 acre-feet of stored water. Article 5 explains that the payment for the use of stored water is based on a rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50. In addition, Article 5 allows for the partial refund of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1, 2007.

It is important that the information in the contract is accurate. Therefore, you should assure that the contract correctly represents the amount of stored water to be made available and the descriptions of the point(s) of diversion and the acres to be irrigated. In addition to confirming the accuracy of the contract, you now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract Articles 4 and 5 and the payment shown in Article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the land description in Article 4, the diversion point(s) in



Article 7, or the mailing address in Article 13), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution.

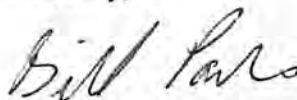
If you find the contract acceptable, we ask that you please sign two copies and have your signature notarized. Then return the two copies of the contract to this office, Attention: PN-3324, along with payment of \$6,300 (\$6,200 for 2007 water service and a \$100 contract administration fee).

Upon our receipt of the items described above, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We would then return to you an executed original, and as many copies as you desire for your records. We would also mail a copy of the contract to the appropriate State and Federal offices.

Execution of the proposed temporary water service contract is voluntary on your part. Should you decide not to execute the proposed water service contract for this season, your decision in no way impacts your standing application for a long-term contract for Project water service.

If you have any questions, please contact Mr. Bill Parks of my staff at the above address or by telephone at 208-378-5344.

Sincerely,



ACTING FOR

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure – 3 copies

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street NE., Suite A  
Salem, OR 97301-1271  
(enclosure available upon request)

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946  
(enclosure available upon request)

**RECEIVED**

MAY 23 2007

WATER RESOURCES DEPT  
SALEM, OREGON

S-84098



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:

PN-3324  
WTR-4.00

JUN 02 2006

Ms. Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract, 2006 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your consideration are three copies of a proposed temporary water service contract that when properly executed, would make stored water from the Willamette Basin Project (Project) available to you for irrigation use for the remainder of the 2006 irrigation season ending October 31. The subject contract is a one-season arrangement only, and is intended to address irrigation needs for the 2006 irrigation season while this office continues to process and evaluate your application for a long-term contract for such a water supply. The provision of water service in subsequent irrigation seasons, temporary or otherwise, would be contingent upon execution of a suitable contract for that purpose.

The information detailed in the proposed contract is based on that provided in your contract application to this office and, when possible, it has been reconciled against information provided in the water right application to the Oregon Water Resources Department (OWRD). A water right issued by OWRD is required in order to divert the stored water provided under this proposed contract. If you have not done so, we recommend you contact OWRD for this purpose.

Article 4 describes by quarter-quarter section a total of 418.0 acres that are eligible to receive irrigation water service under the contract. Article 5 of the contract requires payment of \$6,200 be made at this time to receive up to a maximum of 775.0 acre-feet of stored water. Article 5 explains that the payment for the use of stored water is based on a rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50. In addition, Article 5 allows for the partial refund of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1, 2006.

It is important that the information in the contract is accurate. Therefore, you should assure that the contract correctly represents the amount of stored water to be made available and the descriptions of the point(s) of diversion and the acres to be irrigated. In addition to confirming the accuracy of the contract, you now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract Articles 4 and 5 and the payment shown in Article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the land description in Article 4, the diversion point(s) in

RECEIVED  
JUN 05 2006  
WATER RESOURCES DEPT  
SALEM, OREGON



Article 7, or the mailing address in Article 13), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution.

If you find the contract acceptable, we ask that you please sign two copies and have your signature notarized. Then return the two copies of the contract to this office, Attention: PN-3324, along with payment of \$6,300 (\$6,200 for 2006 water service and a \$100 contract administration fee).

Upon our receipt of the items described above, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We would then return to you an executed original, and as many copies as you desire for your records. We would also mail a copy of the contract to the appropriate State and Federal offices.

Execution of the proposed temporary water service contract is voluntary on your part. Should you decide not to execute the proposed water service contract for this season, your decision in no way impacts your standing application for a long-term contract for Project water service.

If you have any questions, please contact Mr. Bill Parks of my staff at the above address or by telephone at 208-378-5344.

Sincerely,

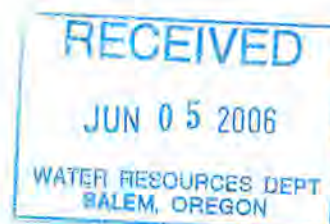


Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure – 3 copies

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street NE., Suite A  
Salem, OR 97301-1271  
(enclosure available upon request)

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946  
(enclosure available upon request)





84098



# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234  
**JUN 21 2005**

IN REPLY REFER TO:  
PN-3324  
WTR-4.00



Ms. Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract, 2005 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your consideration are three copies of a proposed temporary water service contract that when properly executed, would make stored water from the Willamette Basin Project (Project) available to you for irrigation use for the remainder of the 2005 irrigation season ending October 31. The subject contract is a one-season arrangement only, and is intended to address irrigation needs for the 2005 irrigation season while this office continues to process and evaluate your application for a long-term contract for such a water supply. The provision of water service in subsequent irrigation seasons, temporary or otherwise, would be contingent upon execution of a suitable contract for that purpose.

The information detailed in the proposed contract is based on that provided in your contract application to this office and, when possible, it has been reconciled against information provided in the water right application to the Oregon Water Resources Department (OWRD). A water right issued by OWRD is required in order to divert the stored water provided under this proposed contract. If you have not done so, we recommend you contact OWRD for this purpose.

Article 4 describes by quarter-quarter section a total of 418.0 acres that are eligible to receive irrigation water service under the contract. Article 5 of the contract requires payment of \$6,200 be made at this time to receive up to a maximum of 775.0 acre-feet of stored water. Article 5 explains that the payment for the use of stored water is based on a rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50. In addition, Article 5 allows for the partial refund of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1, 2005.

It is important that the information in the contract is accurate. Therefore, you should assure that the contract correctly represents the amount of stored water to be made available and the descriptions of the point(s) of diversion and the acres to be irrigated. In addition to confirming the accuracy of the contract, you now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract Articles 4 and 5 and the payment shown in Article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the land description in Article 4, the diversion point(s) in

Article 7, or the mailing address in Article 13), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution.

If you find the contract acceptable, we ask that you please sign two copies and have your signature notarized. Then return the two copies of the contract to this office, Attention: PN-3324, along with payment of \$6,300 (\$6,200 for 2005 water service and a \$100 contract administration fee).

Upon our receipt of the items described above, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We would then return to you an executed original, and as many copies as you desire for your records. We would also mail a copy of the contract to the appropriate State and Federal offices.

Execution of the proposed temporary water service contract is voluntary on your part. Should you decide not to execute the proposed water service contract for this season, your decision in no way impacts your standing application for a long-term contract for Project water service.

If you have any questions, please contact Mr. Bill Parks of my staff at the above address or by telephone at 208-378-5344.

Sincerely,



Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure – 3 copies

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street NE., Suite A  
Salem, OR 97301-1271  
(enclosure available upon request)

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946  
(enclosure available upon request)





84098



# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:  
PN-3324  
WTR-4.00

**JUL 13 2005**

Ms. Carolyn S. Chambers  
Stahlbush Island Farms, Inc.  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract No. 059E101495, 2005 Irrigation Season,  
Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your records is a copy of the fully executed subject contract, which provides for the irrigation use of up to 775 acre-feet of stored water from the Willamette Basin Project for the remainder of the 2005 irrigation season. In the event that less water is used during the irrigation season, information on the amount delivered must be received in writing by this office no later than December 1, 2005, in order to receive a partial refund as set forth in Article 5 of the contract.

Thank you for executing the subject contract. Should you have any questions, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division  
Oregon Water Resources Department  
725 Summer Street NE., Suite A  
Salem, OR 97301-1271

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946

Mr. Michael Mattick  
District 2 Watermaster  
Central Lane Justice Court  
220 N. 5th Street  
Springfield, OR 97477  
(w/copy of contract to each)

**RECEIVED**  
JUL 18 2005  
WATER RESOURCES DEPT  
SALEM, OREGON



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**Willamette Basin Project, Oregon**

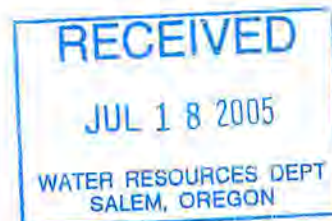
**TEMPORARY CONTRACT FOR WATER SERVICE**

**THIS CONTRACT**, made this 13<sup>th</sup> day of July, 2005, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the **UNITED STATES OF AMERICA**, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Carolyn S. Chambers**, hereinafter referred to as the Contractor;

**WITNESSETH, THAT:**

**EXPLANATORY RECITALS**

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





3. **WHEREAS**, the Contractor owns land hereinafter described, for which a water supply is desired to be secured from the United States; and

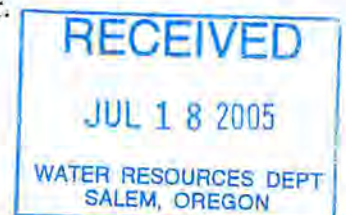
**NOW, THEREFORE**, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

**LANDS FOR WHICH WATER IS FURNISHED: LIMITATIONS ON DELIVERIES**

4. The United States shall make available to the Contractor during the remainder of the 2005 irrigation season ending October 31 stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 35 acres, SW1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 38 acres, SE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 9 acres, NE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, SW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 6 acres, SE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 10 acres, NE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 12 acres, SE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 5 acres, SE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 35 acres, NE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.

Of the land described, not more than 418.0 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 775.0 acre-feet of stored water, measured at the point of delivery of said water.





## PAYMENTS FOR WATER

5. (a) A payment of \$6,200.00 for the 2005 irrigation season shall be made to the United States at the time of executing this contract. This payment will entitle the Contractor to receive up to a maximum of 775.0 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. In the event some portion of the 775.0 acre-feet is not required by the Contractor, the Contracting Officer will consider refunding a portion of the water service payment based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the 2005 irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer; Provided, that in order for a refund to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by December 1, 2005.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50.

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

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



(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 13 of this contract.

**CONTRACT ADMINISTRATION FEES**

6. (a) Prior to execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, contract amendments, supplements, and assignments will be subject to a charge in an amount sufficient to cover costs to the United States.

**FURNISHING OF WATER**

7. (a) Upon payment of the monies specified in subarticle 5(a) and Article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the northeast corner of  
Section 16, T. 18 S., R. 2 W., W.M.

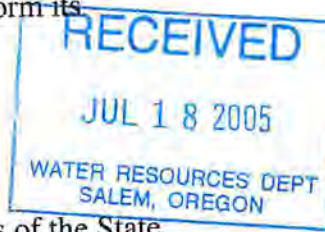
The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of





water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.



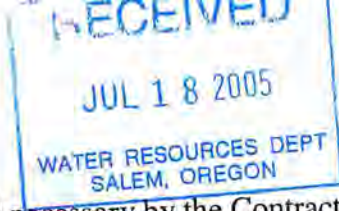
**SPECIAL CONDITIONS**

8. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if





deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

(d) Prior to delivery of water under this contract the Contractor shall submit to the Contracting Officer written verification that satisfactory fish screen(s) and/or fish passage structure(s) are operational at the point(s) of diversion described in Article 7(b), or that the Contractor and the Oregon Department of Fish and Wildlife have reached a mutually satisfactory agreement concerning compliance with State and Federal fish screening/passage standards at said point(s) of diversion. Such fish screen(s) and/or fish passage structure(s) shall be furnished, installed, operated, and maintained by and at the expense of the Contractor, but shall remain at all times available for inspection by the Contracting Officer and or the State of Oregon whose representatives may at all times have access to them over any lands of the Contractor.

**TERM OF CONTRACT**

9. This contract shall become effective as of the date first above written and shall continue through December 31, 2005, unless sooner terminated in accordance with Article 10, or by agreement of the parties hereto.

**TERMINATION OF CONTRACT**

10. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

**UNITED STATES NOT LIABLE FOR WATER SHORTAGES -- ADJUSTMENTS**

11. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 8 herein, there may occur a shortage in the total

quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

### **DISCLAIMER**

12. No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Water service, such as that provided hereunder, may only be provided in a subsequent irrigation season, or seasons, upon execution of a suitable contract for that purpose. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.



### **NOTICES**

13. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho, 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, % Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis, Oregon 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

### **GENERAL PROVISIONS**

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

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED



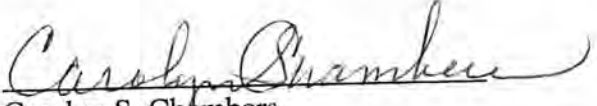
- d. BOOKS, RECORDS, AND REPORTS
- e. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- f. PROTECTION OF WATER AND AIR QUALITY
- g. EQUAL EMPLOYMENT OPPORTUNITY
- h. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- i. PRIVACY ACT COMPLIANCE
- j. CONTRACT DRAFTING CONSIDERATIONS



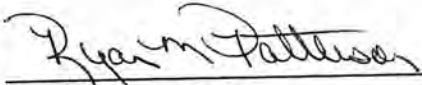


IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**CONTRACTOR**

  
Carolyn S. Chambers

**UNITED STATES OF AMERICA**

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





STATE OF Oregon )  
County of Lane ) : ss

On this 30 day of June, 2005, before me, a notary public, personally appeared Carolyn S. Chambers known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as his/her free and voluntary act and deed.

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



Stacie Avery  
Notary Public in and for the  
State of Oregon  
Residing at: Estacada, Oregon  
My commission expires: 5/2/09

\*\*\*\*\*

STATE OF IDAHO )  
County of Ada ) : ss

Contract No. 059E101495

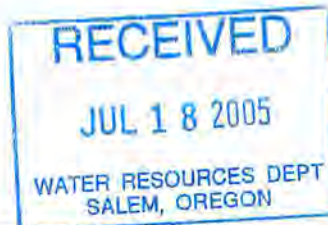
On this 13<sup>th</sup> day of July, 2005, personally appeared before me Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Peggy Ann Hallman  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: April 8, 2011





**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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



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JUL 18 2005

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SALEM, OREGON

EQUAL EMPLOYMENT OPPORTUNITY

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 1246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

- (h). 1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
- 2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this



contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

#### PRIVACY ACT COMPLIANCE

(i). 1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

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

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

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

(j). Articles 1 through 14 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.



84098



# United States Department of the Interior



BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY REFER TO:  
PN-3324  
WTR-4.00

**DEC 28 2004**

Ms. Carolyn S. Chambers  
Stahlbush Island Farms, Inc.  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract No. 059E101455, 2004 Irrigation Season,  
Willamette Basin Project, Oregon

Dear Ms. Chambers:

As a result of the December 27, 2004, telephone conversation between Mr. Bill Chambers of Stahlbush Island Farms, Inc., and Mr. Bill Parks of my staff, we understand that stored water was used during the 2004 irrigation season as contemplated by the draft temporary contract sent for your signature on July 27, 2004.

Enclosed for your records is an original of the fully executed subject contract providing for the irrigation use of up to 775 acre-feet of stored water from the Willamette Basin Project during the 2004 irrigation season, which ended October 31.

Thank you for executing the subject contract. Should you have any questions, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

**ACTING FOR**

Enclosure

cc: **Water Rights Division**  
Oregon Water Resources Department  
725 Summer Street N.E., Suite A.  
Salem, OR 97301-1271

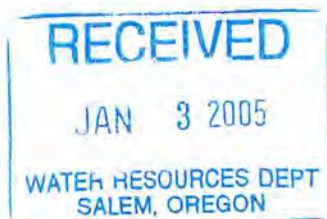
U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
P.O. Box 2946  
Portland, OR 97208-2946

**RECEIVED**  
JAN 3 2005  
WATER RESOURCES DEPT  
SALEM, OREGON



cc: Continued from previous page:

Mr. Michael Mattick  
District 2 Watermaster  
Central Lane Justice Court  
220 N. 5th Street  
Springfield, OR 97477  
(ea w/cy of contract)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
PACIFIC NORTHWEST REGIONAL OFFICE

WILLAMETTE BASIN PROJECT, OREGON

## RECORD OF EXECUTION OF CONTRACT

Contractor: Ms. Carolyn S. Chambers

Contract No: 059E101455

Date of contract: DEC 28 2004 Estimated amount involved: \$6,300 (includes \$100 contract admin. fee)

Purpose: Temporary Contract for Water Service

Remarks: Authority granted to Regional Director to approve and execute by memorandum from the Commissioner dated March 3, 1998; and redelegated to Program Manager, Lands and Repayment, by memorandum dated February 2, 1995.

Place: Boise, Idaho Date: 12/28/04

1. Standard form of contract transmitted to Field Solicitor for legal approval by memorandum dated January 11, 1996, and given legal approval on February 9, 1996, by Kenneth M. Seby for the Field Solicitor, Boise, Idaho. Temporary form of contract previously approved by Tony Sullins of the Field Solicitor Office.

ACTING FOR



Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

2. Contract executed and transmitted to the following:

ORIGINAL CONTRACT TO: PN-7632 (V.R.)

ORIGINAL TO CONTRACTOR

COPY TO: Oregon Water Resources Department, Salem, OR

District 2 Watermaster, Springfield, OR

US Army Corps of Engineers, Portland, OR

Mr. Michael R. Crouse, National Marine Fisheries Service, Portland, OR

PN-1820, PN-3300, PN-7632

D-5600

Assistant Solicitor, Water and Power, Washington DC, Attention: ms6415-MIB

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JAN 3 2005

WATER RESOURCES DEPT  
SALEM, OREGON

## FACT SHEET

1. Contracting Water User, Contract Number, Project, and State: Ms. Carolyn S. Chambers, Contract No. 059E101455, Willamette Basin Project, Oregon.
2. Authorization: Section 9(e) of the Act of August 4, 1939 (53 Stat. 1187); Section 8 of the Act of December 22, 1944 (58 Stat. 887, 891); the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170).
3. Status of Environmental Action: In compliance with the National Environmental Policy Act of 1969, the irrigation water marketing activities on the Willamette Basin Project are covered in the Final Environmental Impact Statement prepared by the Corps of Engineers and dated May 1980. The proposed contract has been categorically excluded by a Categorical Exclusion Checklist dated May 14, 2004.
4. Objective of Contract: To provide for the release and/or diversion of up to 775 acre-feet of stored water for the remainder of the 2004 irrigation season to irrigate not more than 418 acres, located in the reach of the middle fork of the Willamette River downstream of Dexter, Lookout Point, Hills Creek and Fall Creek reservoirs (Reach 10).
5. Form of Contract: The standard form of contract has been approved February 9, 1996, for the Field Solicitor, Boise, Idaho, in a January 11, 1996, memorandum. The temporary form of contract has previously been approved by Tony Sullins of the Field Solicitor's Office.
6. Delegation of Authority: Approval to enter into this type of contract has been delegated to the Regional Director by the Commissioner in a March 3, 1998, memorandum to the Regional Director, Boise, Idaho. Authority to approve and execute this contract has been redelegated to the Program Manager, Lands and Repayment, by the Regional Director in a February 2, 1995, memorandum.





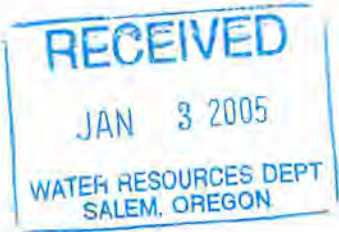
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**Willamette Basin Project, Oregon**

**TEMPORARY CONTRACT FOR WATER SERVICE**

**THIS CONTRACT**, made this 28th day of December, 2004, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the **UNITED STATES OF AMERICA**, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Carolyn S. Chambers**, hereinafter referred to as the Contractor;

**WITNESSETH, THAT:**

**EXPLANATORY RECITALS**

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





3. **WHEREAS**, the Contractor owns land hereinafter described, for which a water supply is desired to be secured from the United States; and

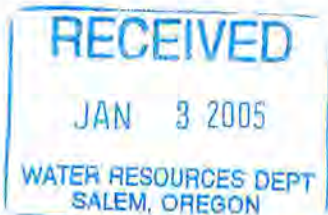
**NOW, THEREFORE**, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

**LANDS FOR WHICH WATER IS FURNISHED: LIMITATIONS ON DELIVERIES**

4. The United States shall make available to the Contractor during the remainder of the 2004 irrigation season ending October 31 stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 35 acres, SW1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 38 acres, SE1/4 NE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 9 acres, NE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, SW1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 6 acres, SE1/4 SE1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 10 acres, NE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 12 acres, SE1/4 SW1/4, Section 16, T. 18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 25 acres, NE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SW1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 5 acres, SE1/4 NE1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 35 acres, NE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 1 acres, SW1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.
- 20 acres, SE1/4 NW1/4, Section 21, T. 18 S., R. 2 W., W.M.

Of the land described, not more than 418.0 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 775.0 acre-feet of stored water, measured at the point of delivery of said water.





## PAYMENTS FOR WATER

5. (a) A payment of \$6,200.00 for the 2004 irrigation season shall be made to the United States at the time of executing this contract. This payment will entitle the Contractor to receive up to a maximum of 775.0 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. In the event some portion of the 775.0 acre-feet is not required by the Contractor, the Contracting Officer will consider refunding a portion of the water service payment based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the 2004 irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer; Provided, that in order for a refund to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by **December 1, 2004**.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50.

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

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



(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 13 of this contract.

**CONTRACT ADMINISTRATION FEES**

6. (a) Prior to execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, contract amendments, supplements, and assignments will be subject to a charge in an amount sufficient to cover costs to the United States.

**FURNISHING OF WATER**

7. (a) Upon payment of the monies specified in subarticle 5(a) and Article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the northeast corner of Section 16, T. 18 S., R. 2 W., W.M. The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.





(c) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

### **SPECIAL CONDITIONS**

8. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or







proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

(d) Prior to delivery of water under this contract the Contractor shall submit to the Contracting Officer written verification that satisfactory fish screen(s) and/or fish passage structure(s) are operational at the point(s) of diversion described in Article 7(b), or that the Contractor and the Oregon Department of Fish and Wildlife have reached a mutually satisfactory agreement concerning compliance with State and Federal fish screening/passage standards at said point(s) of diversion. Such fish screen(s) and/or fish passage structure(s) shall be furnished, installed, operated, and maintained by and at the expense of the Contractor, but shall remain at all times available for inspection by the Contracting Officer and or the State of Oregon whose representatives may at all times have access to them over any lands of the Contractor.

#### **TERM OF CONTRACT**

9. This contract shall become effective as of the date first above written and shall continue through December 31, 2004, unless sooner terminated in accordance with Article 10, or by agreement of the parties hereto.

#### **TERMINATION OF CONTRACT**

10. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

#### **UNITED STATES NOT LIABLE FOR WATER SHORTAGES -- ADJUSTMENTS**

11. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 8 herein, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this

contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

### DISCLAIMER

12. No provision of this contract nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Water service, such as that provided hereunder, may only be provided in a subsequent irrigation season, or seasons, upon execution of a suitable contract for that purpose. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

### NOTICES

13. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho, 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, c/o Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis, Oregon, 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

### GENERAL PROVISIONS

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

- a. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. OFFICIALS NOT TO BENEFIT
- c. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- d. BOOKS, RECORDS, AND REPORTS
- e. COMPLIANCE WITH FEDERAL RECLAMATION LAWS



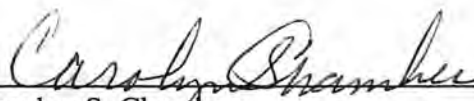
- f. PROTECTION OF WATER AND AIR QUALITY
- g. EQUAL EMPLOYMENT OPPORTUNITY
- h. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- i. PRIVACY ACT COMPLIANCE
- j. CONTRACT DRAFTING CONSIDERATIONS






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

**CONTRACTOR**

  
Carolyn S. Chambers

**UNITED STATES OF AMERICA**

**ACTING FOR**

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



STATE OF Oregon )  
County of Lane ) : ss

On this 13 day of December, 2004, before me, a notary public, personally appeared Carlyn S. Chambers known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as his/her free and voluntary act and deed.

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



(SEAL)

Stacie Avery  
Notary Public in and for the  
State of Oregon  
Residing at: Spitzville  
My commission expires: 5/2/05

\*\*\*\*\*

Contract No. 059E101455

STATE OF IDAHO )  
County of Ada ) : ss

On this 28<sup>th</sup> day of December, 2004, personally appeared before me Michael S. Cobell, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Lou Ann Wirick  
Notary Public in and for the  
State of IDAHO  
Residing at: Ada County  
My commission expires: Oct 23, 2008





**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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







EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 1246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(h). 1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this



contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

#### PRIVACY ACT COMPLIANCE

(i). 1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

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

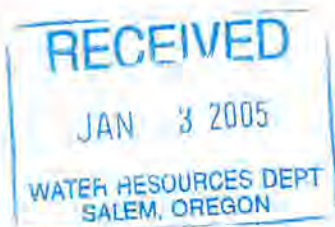
3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance,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

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

(j). Articles 1 through 14 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.





5 84098



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY  
REFER TO:

PN-3322  
WTR-4.00

JUL 27 2004

RECEIVED

JUL 29 2004

WATER RESOURCES DEPT  
SALEM, OREGON

Ms. Carolyn S. Chambers  
c/o Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis, OR 97333

Subject: Temporary Water Service Contract, 2004 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

Enclosed for your consideration are three copies of a proposed temporary water service contract that when properly executed, would make stored water from the Willamette Basin Project (Project) available to you for irrigation use for the remainder of the 2004 irrigation season ending October 31. The subject contract is a one-season arrangement only, and is intended to address irrigation needs for the 2004 irrigation season while this office continues to process and evaluate your application for a long-term contract for such a water supply. The provision of water service in subsequent irrigation seasons, temporary or otherwise, would be contingent upon execution of a suitable contract for that purpose.

The information detailed in the proposed contract is based on that provided in your contract application to this office and, when possible, it has been reconciled against information provided in the water right application to the Oregon Water Resources Department (OWRD). A water right issued by OWRD is required in order to divert the stored water provided under this proposed contract. If you have not done so, we recommend you contact OWRD for this purpose.

Article 4 describes by quarter-quarter section a total of 418.0 acres that are eligible to receive irrigation water service under the contract. Article 5 of the contract requires payment of \$6,200 be made at this time to receive up to a maximum of 775.0 acre-feet of stored water. Article 5 explains that the payment for the use of stored water is based on a rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50. In addition, Article 5 allows for the partial refund of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1, 2004.

It is important that the information in the contract is accurate. Therefore, you should assure that the contract correctly represents the amount of stored water to be made available and the descriptions of the point(s) of diversion and the acres to be irrigated. In addition to confirming the accuracy of the contract, you now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract Articles 4 and 5 and the payment shown in Article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the land description in Article 4, the diversion point(s) in Article 7, or the mailing address in Article 13), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution.



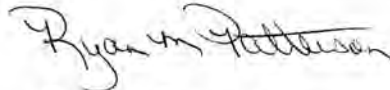
If you find the contract acceptable, we ask that you please sign two copies and have your signature notarized. Then return the two copies of the contract to this office, Attention: PN-3322, along with payment of \$6,300 (\$6,200 for 2004 water service and a \$100 contract administration fee).

Upon our receipt of the items described above, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We would then return to you an executed original, and as many copies as you desire for your records. We would also mail a copy of the contract to the appropriate State and Federal offices.

Execution of the proposed temporary water service contract is voluntary on your part. Should you decide not to execute the proposed water service contract for this season, your decision in no way impacts your standing application for a long-term contract for Project water service.

If you have any questions, please contact Mr. Michael Cobell of my staff at the above address or by telephone at 208-378-5223.

Sincerely,



Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure – 3 copies

cc: **Water Rights Division**  
Oregon Water Resources Department  
725 Summer Street N.E., Suite A.  
Salem, OR 97301-1271  
(enclosure available upon request)

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland, OR 97208-2946  
(enclosure available upon request)

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JUL 29 2004  
WATER RESOURCES DEPT  
SALEM, OREGON



# United States Department of the Interior

BUREAU OF RECLAMATION  
 Pacific Northwest Region  
 1150 North Curtis Road, Suite 100  
 Boise, Idaho 83706-1234

IN REPLY  
 REFER TO:

PN-3322  
 WTR-4.00

JUL 24 2003

Ms. Carolyn S. Chambers  
 c/o Stahlbush Island Farms  
 3122 Stahlbush Island Road  
 Corvallis, OR 97333

Subject: Temporary Water Service Contract, 2003 Irrigation Season, Willamette Basin Project,  
 Oregon

Dear Ms. Chambers:

Enclosed for your consideration are two copies of a proposed temporary water service contract that when properly executed, would make stored water from the Willamette Basin Project available to you for irrigation use for the remainder of the 2003 irrigation season ending October 31. The subject contract is a one-season arrangement only, and is intended to address irrigation needs for the 2003 irrigation season while this office continues to process and evaluate your application for a long-term contract for such a water supply. The provision of water service in subsequent irrigation seasons, temporary or otherwise, would be contingent upon execution of a suitable contract for that purpose.

The information detailed in the proposed contract is based on that provided in your contract application to this office. Article 4 describes by quarter-quarter section a total of 418.0 acres that are eligible to receive irrigation water service under the contract. Article 5 of the contract requires payment of \$6,200 be made at this time to receive up to a maximum of 775.0 acre-feet of stored water. Article 5 explains that the payment for the use of stored water is based on a rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50. In addition, Article 5 allows for the partial refund of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1, 2003.

It is important that the information in the contract is accurate. Therefore, you should assure that the contract correctly represents the amount of stored water to be made available and the descriptions of the point(s) of diversion and the acres to be irrigated. In addition to confirming the accuracy of the contract, you now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract articles 4 and 5 and the payment shown in article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the land description in article 4, the diversion point(s) in article 7, or the mailing address in article 13), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution.

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JUL 28 2003

WATER RESOURCES DEPT.  
 SALEM, OREGON



If you find the contract acceptable, we ask that you please sign two copies, have your signature notarized, and return these two copies of the contract to this office, Attention: PN-3322, along with payment of \$6,300 (\$6,200 for 2003 water service and a \$100 contract administration fee) and your taxpayer identifying number. Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number (social security number or employer identification number) and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

In the interest of time, the proposed contract is being sent for your concurrence and signature in advance of the completion of required environmental compliance activities. At this time, we anticipate a determination favorable to issuance of the proposed contract. Upon our receipt of the items described above and completion of environmental compliance activities, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We would then return to you an executed original, and as many copies as you desire for your records. We would also mail a copy of the contract to the appropriate State and Federal offices. A water right Permit or a Limited License issued by Oregon Water Resources Department (OWRD) is required in order to divert the stored water provided under this proposed contract. If you have not done so, we recommend you contact OWRD for this purpose.

Execution of the proposed temporary water service contract is voluntary on your part. Should you decide not to execute the proposed water service contract for this season, your decision in no way impacts your standing application for a long-term contract for Willamette Basin Project water service.

If you have any questions, please contact Michael Cobell of my staff at the above address or by telephone at 208-378-5223.

Sincerely,



Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosure – 2 copies

cc: Water Rights Division  
Oregon Water Resources Department  
158 12th Street NE  
Salem, OR 97310-4172

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland, OR 97208-2946

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SALEM, OREGON



*already added*



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY  
REFER TO:  
PN-3322  
WTR-4.00

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JUL 10 2002

WATER RESOURCES DEPT.  
SALEM, OREGON

Ms. Carolyn S. Chambers  
c/o Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis OR 97333

JUL 08 2002

Subject: Temporary Water Service Contracts, 2002 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

This is sent in reference to temporary water service from the Willamette Basin Project (Project) which you previously received under the terms and conditions of a 1-year contract with the Bureau of Reclamation (Reclamation).

Contract No. 9-07-10-W1252 was executed on July 2, 1999, to provide a one-season supply of irrigation water service from the Project. Under the terms of this contract, stored water was to be provided during the then current irrigation season only. Subject to a determination by the U.S. Army Corps of Engineers (Corps) and Reclamation that water is available for that purpose, temporary water service in subsequent irrigation season(s) would be provided under terms of a similar 1-year contract. Such a determination is based upon the Corps' ongoing Endangered Species Act consultation with the National Marine Fisheries Service and the U.S. Fish and Wildlife Service to address potential impacts to endangered species from the continued operation of the Project. For the 2000 irrigation season, stored water was determined to be available for the provision of temporary water service. However, due to the insufficient water supply in the Willamette basin, Reclamation was not able to provide contracts for temporary water service in 2001.

Water supply conditions on the Project are much improved over last season. In evaluating the outlook for 2002 Project operations, the Corps anticipates the water supply to be sufficient to meet existing obligations to other authorized project purposes, long-term irrigation contracts, and to accommodate the additional withdrawal from storage releases associated with the provision of temporary water service.

Enclosed for your consideration are three copies of a proposed temporary water service contract which when properly executed, would make irrigation water from the Project available to you. The proposed contract provides that stored water will only be provided for the 2002 irrigation season. As in the previous contracts, temporary water service in subsequent irrigation seasons would be subject to a determination by Reclamation and the Corps that water is available for that year.

The enclosed contract allows for the adjustment of the water service payment based on information as to the amount of stored water actually delivered during the irrigation season, provided such information is received by this office by December 1 of that year. Article 5 of the contract explains that the payment for the use of stored water is based on an initial rate of \$8 per acre-foot, provided that such payment shall as a minimum be the greater of \$2 per acre or \$50 (the current minimum annual charge).

*app*  
*5 84098 - P- 953638*

Article 5 of the contract requires payment of \$2,400 be made at this time to receive not to exceed 291 acre-feet of stored water. You now have the opportunity to request a reduction in the amount of stored water provided if you desire. If you decide to request a reduction in water service, please write a note specifying the acre-feet of stored water desired or note it on the contract. If you change the amount of stored water desired, we will revise the amount shown in contract articles 4 and 5 and the payment shown in article 5 before executing the contract on behalf of the United States. If other information in the contract should be changed (such as the mailing address in article 13, the land description in article 4, or the diversion point(s) in article 7), please provide this information along with the completed contract and payments due so that we can modify the contract prior to execution. Changes made after contract execution will be charged a fee as described in article 6.

If you find the contract acceptable, please sign two copies, have your signature notarized, and return these two copies of the contract to this office, Attention: PN-3322, along with a \$100 fee for processing the contract and the appropriate payment for 2002 water service.

Upon receipt by this office of the items described above, the contract can then be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. A signed original and as many copies as you desire would then be returned for your records. We would also furnish a copy of the contract to the appropriate State and Federal offices. A State water right permit is required to divert the stored water provided under this proposed contract. We recommend you contact the Oregon Water Resources Department for this purpose.

If you have any questions about this notice, please contact Michael Cobell of my staff at the above address or by telephone at (208) 378-5223.

Sincerely,



Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosure (In triplicate)

cc: Water Rights Division  
Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310  
(each w/o encls)

US Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland OR 97208

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SALEM, OREGON



permit - S 53638  
APP - S 84098



# United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

IN REPLY  
REFER TO:

PN-3322  
WTR-4.00

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JUL 02 2001

WATER RESOURCES DEPT  
SALEM, OREGON

Ms. Carolyn S. Chambers  
Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis OR 97333

Subject: Status of Temporary Water Service Contracts for 2001 Irrigation Season, Willamette Basin Project, Oregon

Dear Ms. Chambers:

This is sent to notify you that the Bureau of Reclamation (Reclamation) will be unable to enter into a contract to renew, for the 2001 irrigation season, the temporary water service contract under which you have previously received a supply of stored water from the Willamette Basin Project (Project).

Contract No. 009E101288 was executed on July 20, 2000, in order to provide a one-season supply of irrigation water service from the Project for the 2000 irrigation season. Under the terms of this contract, stored water was to be provided during the then-current irrigation season only unless the contract was renewed following a determination by the U.S. Army Corps of Engineers (Corps) and Reclamation that water would be available to provide water service in subsequent irrigation seasons. Such a determination is based upon a biological opinion being written by the National Marine Fisheries Service and the U.S. Fish and Wildlife Service as part of the Endangered Species Act (ESA) Section 7 consultation process to address the potential impacts of continued operation of the Project on ESA-listed bull trout, Oregon chub, chinook, and steelhead. It is anticipated that this biological opinion will be completed in 2001.

As you may be aware, Oregon and much of the Pacific Northwest are experiencing a low-water year that will have an effect on reservoirs, lakes, rivers, and streams as well as the communities and wildlife that depend on them for water. Below average mountain snowpack and precipitation have contributed to the low-water supply situation at reservoirs throughout the Project. The Corps, in coordination with other State and Federal agencies, has been working hard to develop an operating plan for this year in consideration of all the authorized purposes of the Project (flood control, fish and wildlife, hydropower, irrigation, municipal and industrial, navigation, recreation, and water quality). Unfortunately, water supply conditions throughout the Project are such that all authorized purposes will receive less than their normal supply of water. Although the Corps has been able to determine that water supply conditions should be sufficient



to meet our existing long-term contract commitments, we regret to inform you that in light of existing and forecasted conditions, the Corps has determined that the stored water necessary to renew temporary water service contracts this year is unavailable.

Reclamation will continue to maintain your long-term contract application in the event that we resume contracting activities following the outcome of the aforementioned biological opinion. In the interim, it is our hope that 2002 will yield a better water supply, and we look forward to addressing the potential renewal of your temporary contract at that time.

If you have additional questions about this notice, please contact Mike Cobell at the above address or by telephone at (208) 378-5223.

Sincerely,



Ryan M. Patterson  
Program Manager  
Lands and Repayment

cc: Water Rights Division  
Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310

US Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland OR 97208

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SALEM, OREGON



United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234



2841098 permit 53638 Not Found

JUL 20 2000

PN-3322  
WTR-4.00

*William*  
Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis OR 97333

Subject: Willamette Basin Project Temporary Contract for Water Service No. 009E101288

Dear Ms. Chambers:

Enclosed for your records is an original of the fully executed subject contract which provides for the irrigation use of 291 acre-feet of stored water from the Willamette Basin Project in 2000. We understand that you want to contract for the full 775 acre-feet of stored water in the future.

Thank you for promptly executing the subject contract. Should you have any questions, please contact Mike Cobell at the above address or telephone (208) 378-5223.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

Contract Enclosed

cc: Water Rights Division  
Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310

U.S. Army Corps of Engineers  
Attention: CENWP-EC-HR  
PO Box 2946  
Portland OR 97208-2946  
(each w/copy of contract)

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SALEM, OREGON

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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WATER RESOURCES DEPT.  
SALEM, OREGON



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 20<sup>th</sup> day of July, 2000, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Carolyn S. Chambers, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Lands for Which Water is Furnished: Limitations on Deliveries

4. The United States shall make available to the Contractor during the irrigation season from March 1 to October 31, inclusive, stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 35 acres, S W1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 38 acres, SE 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 1 acres, S W1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 20 acres, SE 1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 9 acres, NE 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, S W1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 6 acres, SE 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 10 acres, NE 1/4 SW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 12 acres, SE 1/4 SW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, S W1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 5 acres, SE 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 35 acres, NE 1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 1 acres, S W1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, SE 1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.

Of the land described, not more than 418 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance

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JUL 25 2000



with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 291 acre-feet of stored water, measured at the point of delivery of said water.

Payments for Water

5. (a) A payment of \$ 2,328 for the 2000 irrigation season shall be made to the United States at the time of executing this contract. If the contract is renewed in accordance with article 10, subsequent annual payment(s) of \$ 2,328 shall be made to the United States, in advance of water use. This payment will entitle the Contractor to receive not to exceed 291 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer. Any such adjustment will be refunded or subtracted from any subsequent payment for the next year, if applicable, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50. The rate per acre-foot of stored water and the minimum payment may be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Willamette Basin Project. Any revision by the Contracting Officer will apply only to future

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SALEM, OREGON



payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

#### Contract Administration Fees

6. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

#### Charges for Delinquent Payments

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of

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1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

#### Furnishing of Water

8. (a) Upon payment of the monies specified in subarticle 5(a) and article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the NE corner of Section 16, T. 18 S., R. 2 W., W.M.

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

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(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

Special Conditions

9. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if deemed

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SALEM, OREGON



necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

Term of Contract

10. This contract shall become effective as of the date first above written and shall continue through October 31, 2000, unless sooner terminated in accordance with Articles 9 or 11, or by agreement of the parties hereto. This contract may only be renewed for a subsequent irrigation season, or seasons, following a determination by Reclamation and the Corps of Engineers that water is available for that year.

Termination of Contract

11. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

United States Not Liable for Water Shortages--Adjustments

12. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 9 herein, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

**RECEIVED**

JUL 25 2000

7

**WATER RESOURCES DEPT.  
SALEM, OREGON**

Disclaimer

13. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

Notices

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Lands and Repayment, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, c/o Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis OR 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

**RECEIVED**

JUL 25 2000

WATER RESOURCES DEPT.  
SALEM, OREGON

General Provisions

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

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION
- i. HAZARDOUS MATERIALS

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JUL 25 2000

WATER RESOURCES DEPT  
SALEM, OREGON




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

CONTRACTOR

  
\_\_\_\_\_  
Carolyn S. Chambers

UNITED STATES OF AMERICA

  
\_\_\_\_\_  
Program Manager, Lands and Repayment  
PN Region  
Bureau of Reclamation  
1150 N. Curtis Road, Suite 100  
Boise ID 83706-1234

**RECEIVED**

JUL 25 2000

WATER RESOURCES DEPT.  
SALEM, OREGON

STATE OF )  
 : ss  
County of hane )

On this 12<sup>th</sup> day of July, 2000, before me, a notary public, personally appeared Carolyn S. Chambers known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as her free and voluntary act and deed.

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



Stacie Avery

Notary Public in and for the  
State of

Residing at: Eugene, OR

My commission expires: 5/2/2001

(SEAL)

\*\*\*\*\*

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 20 day of July, 2000, personally appeared before me Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Diana L. Jacobs

Notary Public in and for the  
State of IDAHO

Residing at: Boise

My commission expires: 5-22-06

(SEAL)

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JUL 25 2000

11

WATER RESOURCES DEPT  
SALEM, OREGON

**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

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

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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JUL 25 2000

WATER RESOURCES DEPT.  
SALEM, OREGON



(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

#### HAZARDOUS MATERIALS

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

(1) The Contractor shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.

(2) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(3) The Contractor may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage, effluent,

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JUL 25 2000

WATER RESOURCES DEPT.  
SALEM, OREGON

industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(4) The Contractor shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

(5) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(6) The Contractor agrees to include the provision contained in paragraphs (1) through (5) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(7) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provision of this Article.

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JUL 25 2000

WATER RESOURCES DEPT.  
SALEM, OREGON



G-14949 - S-84098



United States Department of the Interior



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BUREAU OF RECLAMATION

PN-3323

JUL 08 1999

Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

WTR-4.00

WATER RESOURCES DEPT.  
SALEM, OREGON

JUL 08 1999

Ms. Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis OR 97333.

Subject: Willamette Basin Project Temporary Contract for Water Service No. 9-07-10-W1252

Dear Ms. Chambers:

Enclosed for your records is an original of the fully executed subject contract, which provides for the irrigation use of 300 acre-feet of stored water from the Willamette Basin Project in 1999. We understand that you want to contract for the full 775 acre-feet of stored water in the future.

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

Because you are a contractor with the United States (under this contract), we are required to ask that you provide your taxpayer identifying number (social security number or employer identification number) in the enclosed postage-paid envelope.

Thank you for promptly executing the subject contract. Should you have any questions, please contact Larry Parsons at the above address or telephone (208) 378-5346.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosures

cc: ✓ Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310 (w/copy of contract)

U.S. Army Corps of Engineers  
Attention: CENPP-PE-HR  
PO Box 2946  
Portland OR 97208 (w/copy of contract)



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 2nd day of July, 1999, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Carolyn S. Chambers, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Lands for Which Water is Furnished: Limitations on Deliveries

4. The United States shall make available to the Contractor during the irrigation season from March 1 to October 31, inclusive, stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 35 acres, S W1/4 NE1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 38 acres, S E 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 5 acres, NW1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 1 acres, S W1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 20 acres, S E 1/4 NW1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW1/4 S E 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 9 acres, NE 1/4 S E 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, S W1/4 S E 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 6 acres, S E 1/4 S E 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 10 acres, NE 1/4 S W1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 12 acres, S E 1/4 S W1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, S W1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 5 acres, S E 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 3 acres, NW1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 35 acres, NE 1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 1 acres, S W1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, S E 1/4 NW1/4, Sec. 21, T.18 S., R. 2 W., W.M.

Of the land described, not more than 418 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance



with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 300 acre-feet of stored water, measured at the point of delivery of said water.

Payments for Water

5. (a) A payment of \$2,400 for the 1999 irrigation season shall be made to the United States at the time of executing this contract. If the contract is renewed in accordance with article 10, subsequent annual payment(s) of \$2,400 shall be made to the United States, in advance of water use. This payment will entitle the Contractor to receive not to exceed 300 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer. Any such adjustment will be refunded or subtracted from any subsequent payment for the next year, if applicable, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50. The rate per acre-foot of stored water and the minimum payment may be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Willamette Basin Project. Any revision by the Contracting Officer will apply only to future

payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

#### Contract Administration Fees

6. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

#### Charges for Delinquent Payments

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of

1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

#### Furnishing of Water

8. (a) Upon payment of the monies specified in subarticle 5(a) and article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the NE corner of Section 16, T. 18 S., R. 2 W., W.M.  
The Contractor shall receive said water at the point of diversion and shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.



(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

#### Special Conditions

9. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if

deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

#### Term of Contract

10. This contract shall become effective as of the date first above written and shall continue through October 31, 1999, unless sooner terminated in accordance with Articles 9 or 11, or by agreement of the parties hereto. This contract may only be renewed for a subsequent irrigation season, or seasons, following a determination by Reclamation and the Corps of Engineers that water is available for that year.

#### Termination of Contract

11. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

#### United States Not Liable for Water Shortages—Adjustments

12. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 9 herein, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

### Disclaimer

13. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

### Notices

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Lands and Repayment, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, c/o Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis OR 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.



### General Provisions

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


- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
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- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION
- i. HAZARDOUS MATERIALS

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

CONTRACTOR

  
Carolyn S. Chambers

UNITED STATES OF AMERICA

  
Program Manager, Lands and Repayment  
PN Region  
Bureau of Reclamation  
1150 N. Curtis Road, Suite 100  
Boise ID 83706-1234

STATE OF )  
 : SS  
County of Lane )

On this 24th day of June, 1999, before me, a notary public, personally appeared Carolyn S. Chambers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as her free and voluntary act and deed.

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



(SEAL)

Stacie Avery  
Notary Public in and for the  
State of Oregon  
Residing at: Evadne  
My commission expires: 5/2/2001

\*\*\*\*\*

STATE OF IDAHO )  
 : SS  
County of Ada )

On this 2 day of July, 1999, before me Ryan M. Patterson, personally appeared Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Diana L. Jacobs  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: 5-23-2000



**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

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

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its

books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

#### HAZARDOUS MATERIALS

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

(1) The Contractor shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.

(2) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act.

(3) The Contractor may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage, effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(4) The Contractor shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

(5) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(6) The Contractor agrees to include the provision contained in paragraphs (1) through (5) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(7) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provision of this Article.



# Stahlbush

Island Farms, Inc.

3122 Stahlbush Island Road • Corvallis, Oregon USA • 97333-2709  
Phone 541-757-1497 • Fax 541-754-1847 • sif@stahlbush.com

## fax cover sheet

DATE: 7/16/99

TO: Russ Klassen / OWRD Re: S-84098  
FAX: 503-378-8130

FROM: Mary King

16 pages (including cover sheet)

### Message:

Executed contract from  
Bureau of Reclamation. Please  
note that Rec copied the contract  
to OWRD, and that we received  
our copy on July 6. Please  
call me at 541-757-1497  
to confirm receipt of this  
fax.



PN-3323  
WTR-4.00

Ms. Carolyn S. Chambers  
% Stahlbush Island Farms  
3122 Stahlbush Island Road  
Corvallis OR 97333.

Subject: Willamette Basin Project Temporary Contract for Water Service No. 9-07-10-W1252

Dear Ms. Chambers:

Enclosed for your records is an original of the fully executed subject contract, which provides for the irrigation use of 300 acre-feet of stored water from the Willamette Basin Project in 1999. We understand that you want to contract for the full 775 acre-feet of stored water in the future.

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

Because you are a contractor with the United States (under this contract), we are required to ask that you provide your taxpayer identifying number (social security number or employer identification number) in the enclosed postage-paid envelope.

Thank you for promptly executing the subject contract. Should you have any questions, please contact Larry Parsons at the above address or telephone (208) 378-5346.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosures

cc: Oregon Water Resources Department  
158 12th Street NE  
Salem OR 97310 (w/copy of contract)

U.S. Army Corps of Engineers  
Attention: CENPP-PE-HR  
PO Box 2946  
Portland OR 97208 (w/copy of contract)

JUL 08 1999

United States Department of the Interior

BUREAU OF RECLAMATION  
Pacific Northwest Region  
1150 North Curtis Road, Suite 100  
Boise, Idaho 83706-1234

JUL 06 1999



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

TEMPORARY CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 2nd day of July, 1999, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Carolyn S. Chambers, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Lands for Which Water is Furnished: Limitations on Deliveries

4. The United States shall make available to the Contractor during the irrigation season from March 1 to October 31, inclusive, stored water from the Willamette Basin Project for the irrigation of land owned by the Contractor described as follows:

- 28 acres, NE 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 35 acres, SW 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 38 acres, SE 1/4 NE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 5 acres, NW 1/4 NW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 1 acres, SW 1/4 NW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 20 acres, SE 1/4 NW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 9 acres, NE 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, SW 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 6 acres, SE 1/4 SE 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 10 acres, NE 1/4 SW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 12 acres, SE 1/4 SW 1/4, Sec. 16, T.18 S., R. 2 W., W.M.
- 40 acres, NW 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 25 acres, NE 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, SW 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 5 acres, SE 1/4 NE 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 3 acres, NW 1/4 NW 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 35 acres, NE 1/4 NW 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 1 acres, SW 1/4 NW 1/4, Sec. 21, T.18 S., R. 2 W., W.M.
- 20 acres, SE 1/4 NW 1/4, Sec. 21, T.18 S., R. 2 W., W.M.

Of the land described, not more than 418 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance

with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 300 acre-feet of stored water, measured at the point of delivery of said water.

Payments for Water

5. (a) A payment of \$2,400 for the 1999 irrigation season shall be made to the United States at the time of executing this contract. If the contract is renewed in accordance with article 10, subsequent annual payment(s) of \$2,400 shall be made to the United States, in advance of water use. This payment will entitle the Contractor to receive not to exceed 300 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water delivered each month to the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually delivered, as deemed appropriate by the Contracting Officer. Any such adjustment will be refunded or subtracted from any subsequent payment for the next year, if applicable, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of water and stored water delivered each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such payment shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50. The rate per acre-foot of stored water and the minimum payment may be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Willamette Basin Project. Any revision by the Contracting Officer will apply only to future



payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

#### Contract Administration Fees

6. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, That the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

#### Charges for Delinquent Payments

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of

1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

#### Furnishing of Water

8. (a) Upon payment of the monies specified in subarticle 5(a) and article 6 above, the United States will furnish water to the Contractor from the Willamette Basin Project pursuant to this contract. No water shall be furnished if the Contractor is delinquent in payment of the required payments.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

525 feet south and 1,075 feet west of the NE corner of Section 16, T. 18 S., R. 2 W., W.M.

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

(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a State watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster.

#### Special Conditions

9. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease automatically when stored water is made available to the lands described in Article 4 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette Basin Project.

(c) In the interest of conservation and protection of environmental resources, this contract may be reviewed by the Contracting Officer at any time. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, if



deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

Term of Contract

10. This contract shall become effective as of the date first above written and shall continue through October 31, 1999, unless sooner terminated in accordance with Articles 9 or 11, or by agreement of the parties hereto. This contract may only be renewed for a subsequent irrigation season, or seasons, following a determination by Reclamation and the Corps of Engineers that water is available for that year.

Termination of Contract

11. This contract may be terminated and water service hereunder shall cease at the option of the United States at any time upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

United States Not Liable for Water Shortages--Adjustments

12. On account of drought, uncontrollable forces, or other causes including but not limited to Special Conditions outlined in Article 9 herein, there may occur a shortage in the total quantity of water available for furnishing to the Contractor by the United States pursuant to this contract. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage direct or indirect arising from such shortages.

### Disclaimer

13. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

### Notices

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Lands and Repayment, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Carolyn S. Chambers, c/o Stahlbush Island Farms, 3122 Stahlbush Island Road, Corvallis OR 97333. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

General Provisions

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

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION
- i. HAZARDOUS MATERIALS




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

CONTRACTOR

  
Carolyn S. Chambers

UNITED STATES OF AMERICA

  
Program Manager, Lands and Repayment  
PN Region  
Bureau of Reclamation  
1150 N. Curtis Road, Suite 100  
Boise ID 83706-1234

STATE OF )  
 : ss  
County of Lane )

On this 24th day of June, 1999, before me, a notary public, personally appeared Carolyn S. Charles, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as her free and voluntary act and deed.

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



(SEAL)

Stacie Avery

Notary Public in and for the  
State of Oregon  
Residing at: Eugene  
My commission expires: 5/2/2001

\*\*\*\*\*

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 2 day of July, 1999, before me Ryan M. Patterson, personally appeared Ryan M. Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

Diana L. Jacobs

Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: 5-23-2000

GENERAL PROVISIONS — WILLAMETTE BASIN PROJECT

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

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

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its



books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

#### HAZARDOUS MATERIALS

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

(1) The Contractor shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.

(2) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(3) The Contractor may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage, effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(4) The Contractor shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

(5) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(6) The Contractor agrees to include the provision contained in paragraphs (1) through (5) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(7) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provision of this Article.

# 2009

## Oregon Water Resources Department October through September Water Use Recording and Reporting Form

# 2010

ADP

P. Hill Ranch - 084610657

Consult the water right (permit, certificate, order) to determine applicable reporting conditions; the measurement, recording, and reporting conditions identified in a permitted or certified water right typically follow the place of use description. Use the columns below to document measurements for each authorized point of diversion/appropriation or reservoir. We ask that zeros be reported for any given month when water is not being used. Keep a copy of all measurement reports for your records. We encourage you to submit your water use data via our online utility when available, and to use the Monthly Water Use Forms for record keeping purposes. To lookup water rights, access the water use reporting webpage/online utility, or to obtain additional forms visit our web site: <http://www.wrd.state.or.us>

Carolyn Chambers

c/o Stahlbush Island Farms, Inc.

8289

Water Right Holder's Name

Water Right Holder's Business Name or Entity Name

USER ID#

3122 Stahlbush Island Rd., Corvallis, OR 97333

Water Right Holder's Email

Water Right Holder's Complete Mailing Address

Phone Number

Facility Report ID	→	51517	Application: - Permit: - Other: -	Application: - Permit: - Other: -	Application: - Permit: - Other: -
Describe the units of measurement as AF (acre-feet), G (gallons), KG (thousand gallons), MG (million gallons), CF (cubic feet), or MCF (million cubic feet)					
October	- 2009				
November	- 2009				
December	- 2009				
January	- 2010				
February	- 2010				
March	- 2010				
April	- 2010				
May	- 2010				
June	- 2010	21.0 AF			
July	- 2010	171.9 AF			
August	- 2010	168.4 AF			
September	- 2010	38.6 AF			
TOTAL *		399.89			
Unit of Measurement		<input checked="" type="checkbox"/> AF	<input type="checkbox"/> G <input type="checkbox"/> KG <input type="checkbox"/> MG <input type="checkbox"/> MCF	<input type="checkbox"/> G <input type="checkbox"/> KG <input type="checkbox"/> MG <input type="checkbox"/> MCF	<input type="checkbox"/> G <input type="checkbox"/> KG <input type="checkbox"/> MG <input type="checkbox"/> MCF

Stahlbush Island Farms User ID 8289 Permit 5-84198 379ac Report ID 51517 Needs report

RECEIVED DEC 2 2010 WATER RESOURCES DEPT SALEM, OREGON

Describe the method of measurement used: rate of application If used for irrigation, total number of acres irrigated: 302

I certify this information is true and accurate to the best of my knowledge.

12-15-10 Date [Signature] Signature Tina Calloway, Dir of Ops, Stahlbush Island Farms Name and Title (print) Stahlbush Island Farms Company 541-757-1497 Phone Number

Please complete and mail to: Oregon Water Resources Department; Water Use Reporting Program; 725 Summer Street NE, Suite A; Salem, OR 97301.



# 2003

Oregon Water Resources Department  
October 2003 through September 2004  
Annual Water Use - Monthly Quantities Form

USER-ID 8289

# 2004



Facility <input type="checkbox"/>					
POD-ID <input type="checkbox"/>					
October - 2003					
November - 2003					
December - 2003					
January - 2004					
February - 2004					
March - 2004					
April - 2004					
May - 2004					
June - 2004					
July - 2004	44 ac.ft				
August - 2004	75 ac.ft				
September - 2004	39 ac.ft				
TOTAL *	158 ac.ft				

RECEIVED  
JAN 20 2005  
WATER RESOURCES DEPT  
SALEM, OREGON

\* Describe the units of measure as G (gallons) KG (thousand gallons), MG (million gallons), CF (cubic feet), MCF (million cubic feet), or AF (acre-feet)

Describe method of measuring the water used: Pump meter. If use is irrigation, total number acres irrigated \_\_\_\_\_  
I certify this information is true and accurate to the best of my knowledge.

Mary M King      Engineer      Stahlbush Island Farms      1/18/05  
Signature                      Title                      Reporting Entity                      Date

Mary M. King  
Name - Please Print

Please complete and mail to: Water Resources Department; Water Use Reporting Program; 725 Summer Street NE; Suite A, Salem, OR 97301-1271, or Fax 503-986-0902.

OCT 25 2004



OREGON WATER RESOURCES DEPARTMENT SUMMARY OF WATER RIGHTS FOR WATER USE REPORT

Dear Water User: Water year 2004 has ended! All water use reports for October 2003 to September 2004 are requested to be submitted. During the past year we transferred our data to a new computer system, and have developed a website from which you may submit your data, if you so choose. In some cases the references numbers for points of diversion may have been changed. If this creates a problem for you, please contact me. If you would like to use the new site go to the web address listed below. You will not need to mail in this completed form. This information is important for water management in Oregon. Please, complete the form on the reverse side for the water rights listed below by December 31, 2004. If you have questions, or need more time please, contact me at 503-986-0833. Thank you for your attention to this matter. Mary Grainey



WILLIAM CHAMBERS  
STAHLBUSH ISLAND FARMS  
3122 SE STAHLBUSH ISLAND  
CORVALLIS OR 97333

<http://www.wrd.state.or.us>

User-ID 8289  
Password: 8289

POD-ID	FACILITY	CERT	PERMIT	APPL	PRIORITY	USE	L/S	TWP	RANGE	SEC	Q/Q	RATE	SOURCE	TRIBUTARY TO		
51517		0	S	53638	S	84098	3/15/1999	IR	L	18	S	2	W	16 NENE	775 A P WILL PROJ RES	M FK WILLAMETTE R

USER-ID

8289





# 2000

Oregon Water Resources Department  
October 2000 through September 2001  
Annual Water Use - Monthly Quantities Form

S-84098

USER-ID 8289

# 2001



Facility	Stahlbush Island Farms				
POD-ID	51517 IR				
October - 2000					
November - 2000					
December - 2000					
January - 2001					
February - 2001					
March - 2001					
April - 2001					
May - 2001					
June - 2001	6,192,216 G				
July - 2001	23,841,696 G				
August - 2001	70,624,800 G				
September - 2001	19,761,480 G				
TOTAL *	120,420,192 G				

RECEIVED  
JAN 18 2002  
WATER RESOURCES DEPT.  
SALEM, OREGON

\* Describe the units of measure as G (gallons), KG (thousand gallons), MG (million gallons), CF (cubic feet), MCF (million cubic feet), or AF (acre-feet)

Describe method of measuring the water used: Irrigation Maps. If use is irrigation, total number acres irrigated 202

I certify this information is true and accurate to the best of my knowledge.

Signature

Farm Manager

Title

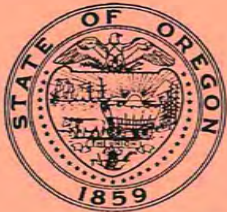
Stahlbush Island Farm Inc.

Reporting Entity

1-17-2002

Date





RECEIVED

DEC 20 2000

WATER RESOURCES DEPT.  
SALEM, OREGON

App: 84098

USER-ID 8289

Oregon Water Resources Department  
October 1999 through September 2000  
Annual Water Use - Monthly Quantities Form

2000



Facility <input type="checkbox"/>	main pumps				
POD-ID <input type="checkbox"/>	51517 IR				
October - 1999	0				
November - 1999					
December - 1999					
January - 2000					
February - 2000					
March - 2000					
April - 2000					
May - 2000					
June - 2000	56.5 AF				
July - 2000	148.1 AF				
August - 2000	134.4 AF				
September - 2000	0				
TOTAL *	339 AF				

\* Describe the units of measure as G (gallons), KG (thousand gallons), MG (million gallons), CF (cubic feet), MCF (million cubic feet), or AF (acre-feet)

Describe method of measuring the water used: detailed irrig. records If use is irrigation, total number acres irrigated 199

I certify this information is true and accurate to the best of my knowledge.

Robert D. Heater      Farm Manager      Stahlbush Island Farms      12-12-00  
 Signature                      Title                      Reporting Entity                      Date

Robert D. Heater  
Name - Please Print

Please complete and mail to: Water Resources Department; Water Use Reporting Program;  
158 12<sup>th</sup> Street NE; Salem, OR 97310-0210



# FO CHECKLIST

FILE # 84098  
PFO WEEK # \_\_\_\_\_

PFO TO FO CONVERSION

REVIEW DATE: 12/10/99  
INITIALS: AW

In preparing to create the FO, you should check the following:

1. Y / N Were comments or protests received? If so, **from whom** and **when**?
  2. ✓ On the PFO CC list, verify names and mailing addresses of **ALL** commentors (regardless of comment date, affected landowners, and **those who paid the \$10 fees**).
  3. Y / N / NA Have affected land owners been notified?
  4. Y / N Is the file lacking a signed oath of accuracy for the application?
  5. Y / N / NA Has ODFW asked for self certification of screening condition?  
If so, write "ODFW CERT" in the permit black on the front of the file.
  6. Y / N Is water use prohibited for one or more months of the normal use period?
  7. Y / N If #6 = "Y", is short season letter on file? Note: If short season letter is lacking, see item #10 below.  
Give applicant 60 days to submit required information.
  8. ✓ Verify Payment of recording fees (*circle the appropriate option*)  
(1) Issue FO w/permit if fees are paid — Prepare refund request for excess fees, **including standing fees if no protest is filed and no modifications are being made to the PFO.**  
(2) Issue FO w/o permit if fees are lacking.
9. Y / N Is further processing possible? If not state reason: \_\_\_\_\_
10. N/A Notify applicant of additional information or fees required prior to permit issuance. (**SEND CERTIFIED LETTER** & use standard wording from M:\...\FO\TOOLS if possible)
11. \_\_\_\_\_ Assign permit numbers to files with oaths, fees, and no protests or other issues.
12. Y / N Do the PFO conclusions require modification? Why? \_\_\_\_\_  
(If YES, circle FOMOD and one other type below)

775 AF = \$1115  
Rec 175  
1290 - pd

FO Type: (circle types)	DENIAL	FO w/o PERMIT	<u>FO &amp; PERMIT</u>	FOMOD
				MGMT CODES <u>1BE</u>

Once created, modify FO as needed to:

13. ✓ Respond to significant comments, issues, or disputes related to the proposed use of water (see notes, if any, listed above)
14. ✓ Include or exclude permit conditions and management codes.
15. ✓ Correct PFO errors (such as POD or POU location (verify from map), Permit format)

Once FO document is completed:

16. ✓ Save WordPerfect document in M:\GROUPS\WR\FO\WEEK 221 & delete duplicates.
17. ✓ Print final draft of document and submit to team leader for review
18. Y / N Team leader review completed m:\groups\wr\fo\forms\FO Check List.wpd

# Mailing List for FO Copies

Application # 84098

Mailing List Print Date December 10, 1999

**Original mailed to(when permit issued, include copy of permit map):**

Applicant: STAHLBUSH ISLAND FARMS, WILLIAM CHAMBERS,  
3122 STAHLBUSH ISLAN RD., CORVALLIS, OREGON 97333

Copies Mailed
By: <u>CAJ</u>
(SUPPORT STAFF)
on: <u>12/30/99</u>
(DATE)

**For FO w/Permit - Copies sent to:**

1. WRD - File # 84098
2. WRD - Ken Stahr
3. WRD - Data Center
4. WRD - NWR (Hannah)

**For FO w/ Permit - FO and Map Copies sent to (Remember to reduce copy margins):**

5. WRD - Watermaster District #: 2
6. ODFW District Biologist: S WILLAMETTE DISTRICT #4

For FO w/Draft Permit, w/Permit, or for Denial - Copies to Other Interested Persons (*CWRE, Agent, Well Driller, Commenter, etc.*)

1. MCKENZIE RIVER MOTORS, 86220 DERY RD, PLEASANT HILL, OR 97455\_
2. CAROLYN S CHAMBERS TRUST 86220 DERY RD, PLEASANT HILL, OR 97455
3. EUGENE TINKER, 35568 BUENA VISTA RD, CRESWELL, OR 97426\_\_\_\_\_

For FO w/Draft Permit or w/Permit - "\$10 LETTER" sent to Interested Persons who have not protested or paid for copies

1. \_\_\_\_\_
2. \_\_\_\_\_

CASEWORKER: AMH



Oregon Water Resources Department  
Water Rights Division

Water Rights Application  
Number S-84098



Proposed Final Order

*Summary of Recommendation:* The Department recommends that the attached draft permit be issued with conditions.

*Application History*

On March 15, 1999, WILLIAM CHAMBERS, for STAHLBUSH ISLAND FARMS, submitted an application to the Department for the following water use permit:

- Amount of Water: 775.0 ACRE-FEET
- Use of Water: IRRIGATION OF 418.0 ACRES, REDUCED TO 359.0 ACRES (BY REVISED MAP RECEIVED JULY 15, 1999).
- Source of Water: WILLAMETTE BASIN PROJECT RESERVOIRS, TRIBUTARIES OF WILLAMETTE RIVER
- Area of Proposed Use: LANE County within SECTION 16, SECTION 21, TOWNSHIP 18 SOUTH, RANGE 2 WEST, W.M.

On 5/25/99, the Department mailed the applicant notice of its Initial Review, determining that "The use of 775.0 ACRE-FEET from STORED WATER FROM THE WILLAMETTE PROJECT, A TRIBUTARY OF MIDDLE FORK WILLAMETTE RIVER, for IRRIGATION OF 418.0 ACRES is allowable from March 1 through October 31 or as further limited by contract." The applicant did not notify the Department to stop processing the application within 14 days of that date.

On 6/8/99, the Department gave public notice of the application in its weekly notice. The public notice included a request for comments, and information for interested persons about both obtaining future notices and a copy of the proposed final order.

No written comments were received within 30 days.

In reviewing applications, the Department may consider any relevant sources of information, including the following:

- comments by or consultation with another state agency
- any applicable basin program
- any applicable comprehensive plan or zoning ordinance

- the amount of water available
- the rate and duty for the proposed use
- pending senior applications and existing water rights of record
- the Scenic Waterway requirements of ORS 390.835
- applicable statutes, administrative rules, and case law
- any comments received

### *Findings of Fact*

The Willamette Basin Program allows the following uses: IRRIGATION.

Senior water rights exist on WILLAMETTE BASIN PROJECT RESERVOIRS, TRIBUTARIES OF WILLAMETTE RIVER, or on downstream waters.

WILLAMETTE BASIN PROJECT RESERVOIRS, TRIBUTARIES OF WILLAMETTE RIVER, is not within or above a State Scenic Waterway.

Water is determined to be available for further appropriation from water legally stored and released from storage under a valid contract with the Bureau of Reclamation March 1 through October 31.

The Department finds that the amount of water requested, .775.0 ACRE-FEET, is allowable.

In accordance with OAR 690-33-330, an interagency team reviewed this proposed use for potential adverse impacts on sensitive, threatened and endangered fish populations. This team consisted of representatives from the Oregon Departments of Water Resources (WRD), Environmental Quality, Fish and Wildlife (DFW), and Agriculture. WRD and DFW representatives included both technical and field staff. The interagency team recommended that additional limitations or conditions of use be imposed on this application as follows:

The permittee shall install, maintain, and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the proposed diversion. The required screen is to be in place and functional prior to diversion of any water.

### *Conclusions of Law*

Under the provisions of ORS 537.153, the Department must presume that a proposed use will not impair or be detrimental to the public interest if the proposed use is allowed in the applicable basin program established

pursuant to ORS 536.300 and 536.340 or given a preference under ORS 536.310(12), if water is available, if the proposed use will not injure other water rights and if the proposed use complies with rules of the Water Resources Commission.

The proposed use requested in this application is allowed in the Willamette Basin Plan.

No preference for this use is granted under the provisions of ORS 536.310(12).

Water is available for the proposed use.

The proposed use will not injure other water rights.

The proposed use complies with other rules of the Water Resources Commission not otherwise described above.

The proposed use complies with the State Agency Agreement for land use.

For these reasons, the required presumption has been established.

Once the required presumption has been established, under the provisions of ORS 537.153(2) it may be overcome by a preponderance of evidence that either:

- (a) One or more of the criteria for establishing the presumption are not satisfied; or
- (b) The proposed use will impair or be detrimental to the public interest as demonstrated in comments, in a protest . . . or in a finding of the department that shows:
  - (A) The specific public interest under ORS 537.170(8) that would be impaired or detrimentally affected; and
  - (B) Specifically how the identified public interest would be impaired or detrimentally affected.

In this application, all criteria for establishing the presumption have been satisfied, as noted above. The presumption has not been overcome by a preponderance of evidence that the proposed use will impair or be detrimental to the public interest.

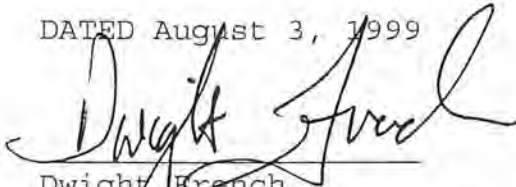
The Department therefore concludes that water is available in the amount necessary for the proposed use; the proposed use will not result in injury to existing water rights; and the proposed use will not impair or be detrimental to the public interest as provided in ORS 537.170.



Recommendation

The Department recommends that the attached draft permit be issued with conditions.

DATED August 3, 1999



Dwight French  
Water Rights Section Manager

*If you have any questions,  
please check the information  
box on the last page for the  
appropriate names and  
phone numbers.*

*Protest Rights and Standing*

Under the provisions of 537.621(7), you have the right to protest this proposed final order. Your protest must be in writing, and must include the following:

- Your name, address, and telephone number;
- A description of your interest in the proposed final order, and, if you claim to represent the public interest, a precise statement of the public interest represented;
- A detailed description of how the action proposed in this proposed final order would impair or be detrimental to your interest;
- A detailed description of how the proposed final order is in error or deficient, and how to correct the alleged error or deficiency;
- Any citation of legal authority to support your protest, if known; and
- If you are not the applicant, the \$200 protest fee required by ORS 536.050 and proof of service of the protest upon the applicant.
- If you are the applicant, a statement of whether or not you are requesting a contested case hearing. If you do not request a hearing, the Department will presume that you do not wish to contest the findings of the proposed final order.
- If you do not protest this Proposed Final Order and if no substantive changes are made in the final order, you will not have an opportunity for judicial review, protest or appeal of the final order when it is issued.

## Requests for Standing

Under the provisions of 537.153(5), persons other than the applicant who support a proposed final order may request standing for purposes of participating in any contested case proceeding on the proposed final order or for judicial review of a final order. A request for standing shall be in writing, include a statement that the requester supports the proposed final order, and a statement of how the requester would be harmed if the proposed final order is modified. The fee required at the time of submitting this request is \$50.00. If a hearing is scheduled, an additional fee of \$150.00 must be submitted along with a request for intervention. Forms to request standing are available from the Department.

Your protest or request for standing must be received in the Water Resources Department no later than **September 17, 1999**.

After the protest period has ended, the Director will either issue a final order or schedule a contested case hearing. The contested case hearing will be scheduled only if a protest has been submitted and if

- upon review of the issues, the director finds that there are significant disputes related to the proposed use of water, or
- the applicant requests a contested case hearing within 30 days after the close of the protest period.

*This document was prepared by Russell W. Klassen. If you have any questions about any of the statements contained in this document I am most likely the best person to answer your questions. You can reach me toll free within Oregon at 1-800-624-3199 extension 266. Outside of Oregon you can dial 1-503-378-8455.*

*If you have questions about how to file a protest or if you have previously filed a protest and want to know the status, please contact Adam Sussman. His extension number is 262.*

*If you have other questions about the Department or any of its programs please contact our Water Rights Information Group at extension 499. Address all other correspondence to:*

Water Rights Section, Oregon Water Resources Department, 158 12th ST. NE Salem, OR 97310  
Fax: (503)378-2496

DRAFT

This is not a permit!!!  
STATE OF OREGON

DRAFT

COUNTY OF LANE

DRAFT PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS DRAFT PERMIT IS HEREBY ISSUED TO

STAHLBUSH ISLAND FARMS  
WILLIAM CHAMBERS  
3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333

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

APPLICATION FILE NUMBER: S-84098

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1625 AND R-5363, TRIBUTARIES OF MIDDLE FORK WILLAMETTE RIVER

PURPOSE OR USE: IRRIGATION OF 359.0 ACRES

MAXIMUM VOLUME ALLOWED: 775.0 ACRE-FEET PER YEAR

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31 OR AS FURTHER LIMITED BY CONTRACT

DATE OF PRIORITY: MARCH 15, 1999

POINT OF DIVERSION LOCATION: NE 1/4 NE 1/4, SECTION 16, T18S, R2W, W.M.; 525 FEET SOUTH & 1075 FEET WEST FROM NE CORNER, SECTION 16 ✓

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

SW 1/4 NE 1/4 35.0 ACRES ✓  
SE 1/4 NE 1/4 7.0 ACRES ✓  
NE 1/4 NW 1/4 25.0 ACRES ✓



NW 1/4 NW 1/4 5.0 ACRES ✓  
 SW 1/4 NW 1/4 1.0 ACRES ✓  
 SE 1/4 NW 1/4 20.0 ACRES ✓  
 NE 1/4 SW 1/4 10.0 ACRES ✓  
 SE 1/4 SW 1/4 12.0 ACRES ✓  
 NE 1/4 SE 1/4 9.0 ACRES ✓  
 NW 1/4 SE 1/4 40.0 ACRES ✓  
 SW 1/4 SE 1/4 40.0 ACRES ✓  
 SE 1/4 SE 1/4 6.0 ACRES ✓

## SECTION 16

NE 1/4 NE 1/4 25.0 ACRES ✓  
 NW 1/4 NE 1/4 40.0 ACRES ✓  
 SW 1/4 NE 1/4 20.0 ACRES ✓  
 SE 1/4 NE 1/4 5.0 ACRES ✓  
 NE 1/4 NW 1/4 35.0 ACRES ✓  
 NW 1/4 NW 1/4 3.0 ACRES ✓  
 SW 1/4 NW 1/4 1.0 ACRES ✓  
 SE 1/4 NW 1/4 20.0 ACRES ✓

## SECTION 21

TOWNSHIP 18 SOUTH, RANGE 2 WEST, W.M.

775 AF

250

100

1000

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

The use of water under this right is subject to the terms and conditions of contract No. 9-07-10-W1252, or a satisfactory replacement, between

the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department.

The permittee shall install, maintain, and operate fish screening and by-pass devices as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the proposed diversion. The required screen is to be in place and functional prior to diversion of any water.

If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area.

The use may be restricted if the quality of the source stream or downstream water decrease to the point that those waters no longer meet state or federal water quality standards due to reduced flows.

#### STANDARD CONDITIONS

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

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

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

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

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

The Director finds that the proposed use(s) of water described by this permit, as conditioned, will not impair or be detrimental to the public interest.

Actual construction work shall begin within one year from issuance of the final order approving the use. Complete application of the water to the use shall be made on or before October 1, 2003. Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

Issued \_\_\_\_\_, 199\_

DRAFT - THIS IS NOT A PERMIT

---

Martha O. Pagel, Director  
Water Resources Department



# Mailing List for PFO Copies

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Application #S-84098

PFO Date August 3, 1999

**Original mailed to:**

Applicant: STAHLBUSH ISLAND FARMS; WILLIAM CHAMBERS, 3122 STAHLBUSH ISLAND RD, CORVALLIS, OREGON 97333

Copies sent to:

1. WRD - File # S-84098

PFO, Map, and Fact Sheet Copies sent to:

2. WRD - Watermaster # District 2  
DIV 33stwd
3. ODFW District Biologist: Nancy Leibowitz
4. DEQ (Portland): Russell Harding
5. DOA (Salem): Steve Applegate

Copies Mailed
By: <u>JF</u>
(SUPPORT STAFF)
on: <u>8-2-99</u>
(DATE)

"\$10 LETTER" sent to Interested Persons who have not protested or paid for copies

1. McKenzie River Motors 86220 Dery Rd Pleasant Hill 97455
2. Carolyn S. Chambers Trust 86220 Dery Rd Pleasant Hill 97455
3. Eugene Tinker 35568 Buena Vista Rd Creswell 97426

CASEWORKER : RWK WEEK 210

FOR ASSESSMENT  
AND TAXATION  
USE ONLY

Section 16 T.18S. R.2W.W.M.  
LANE COUNTY  
1"=400'

App. - 5-84098  
Per. - 53638

18 02 16  
3-15-35  
(cont.)

SUPERSEDING

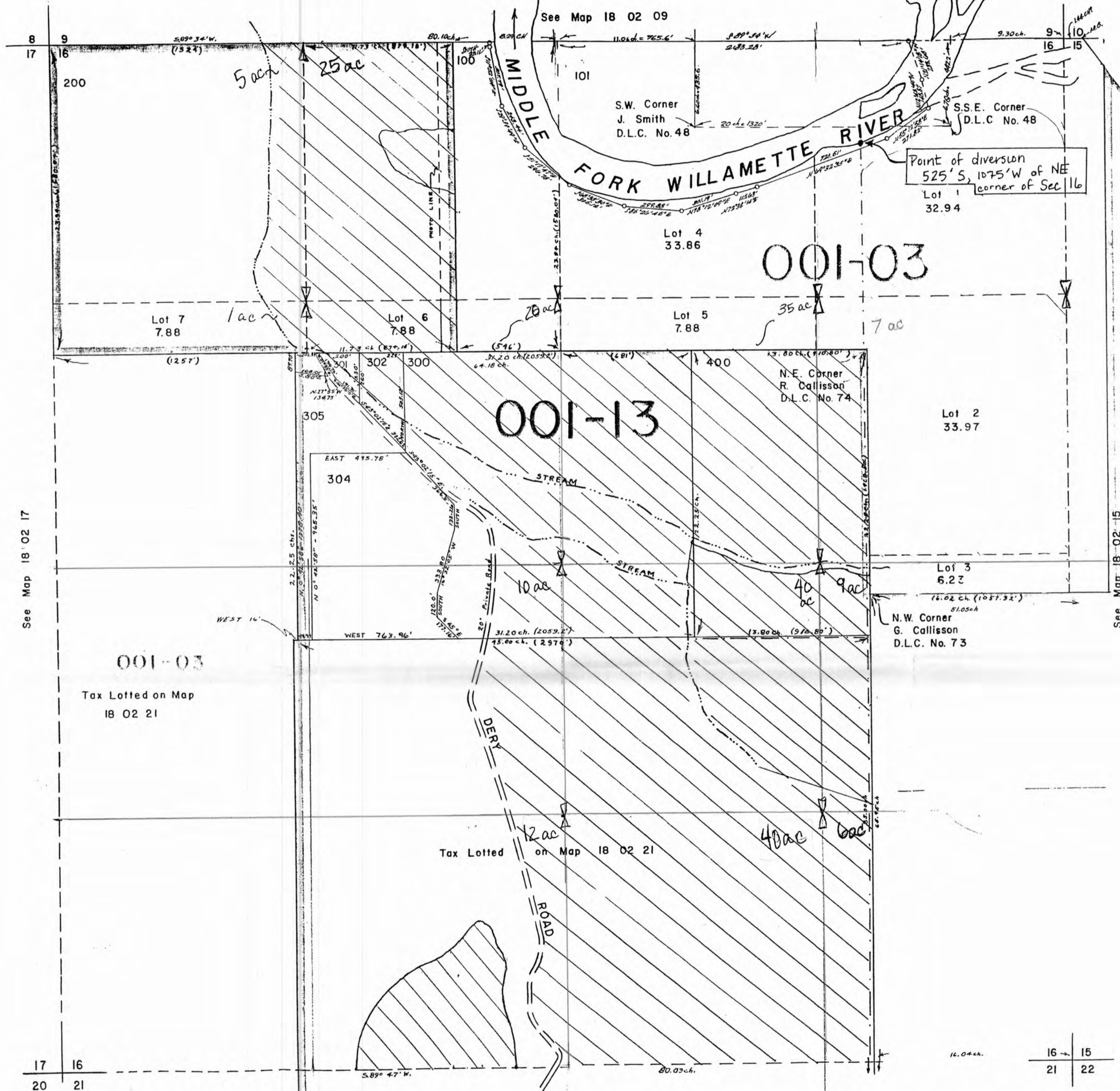
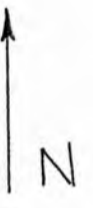
RECEIVED

JUL 15 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

8 9  
17 16  
N 863,989  
E 1,356,795

9 10  
16 15  
N 863,886  
E 1,362,079



17 16  
20 21  
N 858,713  
E 1,356,603

16 15  
21 22  
N 858,598  
E 1,361,904

See Map 18 02 21



FOR ASSESSMENT  
AND TAXATION  
ONLY

SECTION 21 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1" = 400'

DATE	REVISION	EMPLOYEE
6-11-97	NEW MAP ON CAD SYSTEM	LCAT414
6-11-97	RD DED. 1100 & 1200	LCAT414
6-12-97	PTN. 1400 INTO RD.	LCAT479
1-1-97	REG. COR. B. T.L. 11-1-97	

18 02 21

C.A.D. SYS.

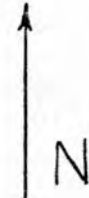
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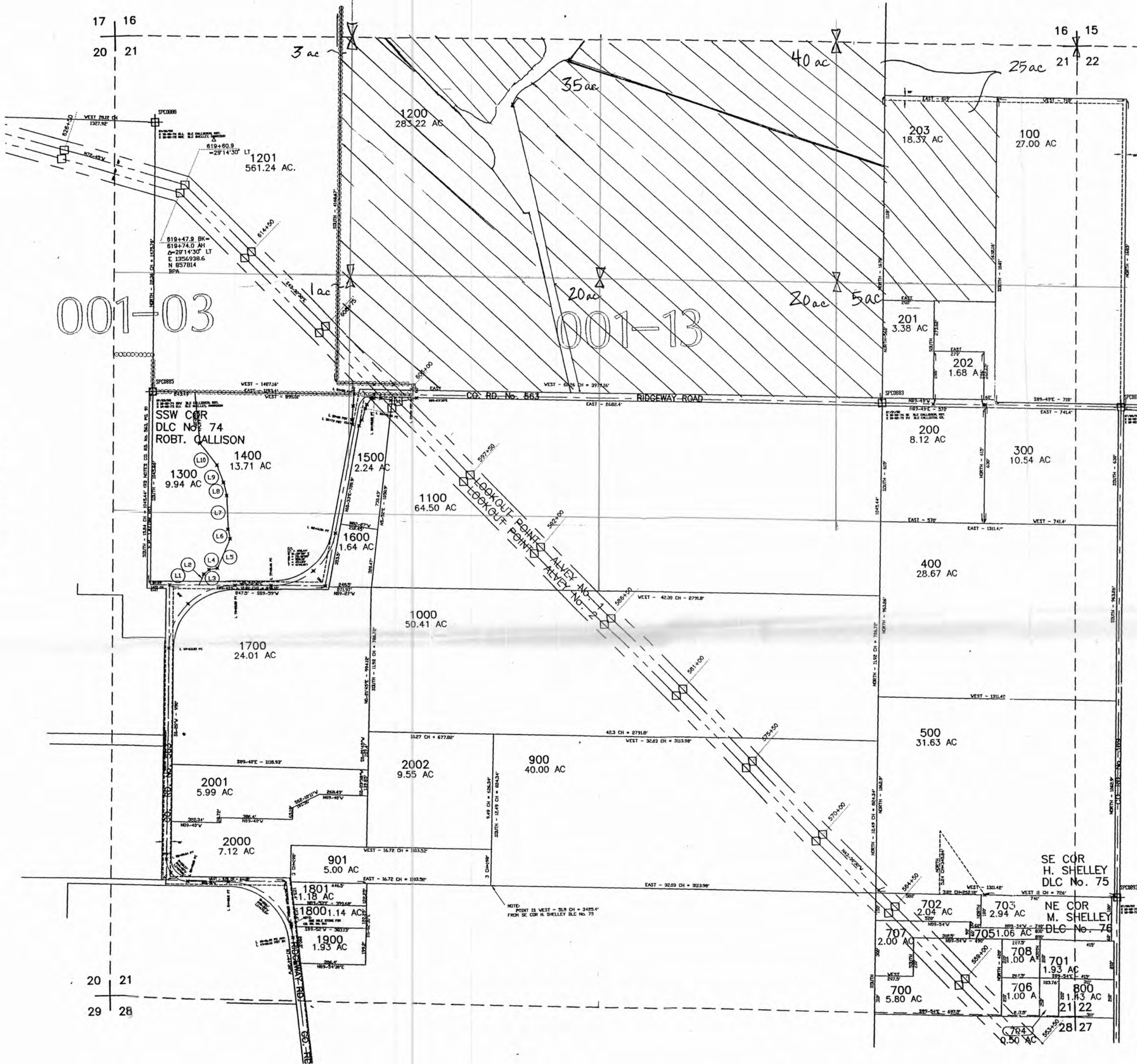
WATER RESOURCES DEPT.  
SALEM, OREGON

CANCELLED



SEE MAP 18 02 22 00

SEE MAP 18 02 20 00



LINE TABLE

L1	60.31'	S 88-31'21" E
L2	66.46'	N 25-09'51" E
L3	37.00'	N 20-14'30" E
L4	45.68'	N 00-25'51" E
L5	175.64'	N 24-27'36" E
L6	53.75'	N 11-30'09" W
L7	185.00'	N 00-41'39" W
L8	72.06'	N 12-58'39" W
L9	98.92'	N 19-56'39" W
L10	146.26'	N 38-07'54" W

SEE MAP 18 02 28 00

18 02 21





Oregon Water Resources Department

RECEIVED

MAR 15 1999

Application for a Permit to Use Surface Water

WATER RESOURCES DEPT. SALEM, OREGON

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instruction booklet when completing your application. Thank you.

1. Applicant Information

A. Individuals

(If more than one person is applying, please attach a sheet providing the information below for each person applying.)

Name: Last First MI

Mailing address:

City State Zip

Phone: Home Work Other

\*Fax: \*E-Mail address:

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations.)

Name of organization: Stahlbush Island Farms

Name and title of person applying: William Chambers

Mailing address of organization: 3122 Stahlbush Island Rd

Corvallis OR 97333 City State Zip

Phone: 541-757-1497 Day Evening

\*Fax: 541-754-1847 \*E-Mail address:

\*Optional information

For Department Use App. No. 84098 Permit No. Date 3/24/98

## 2. Location and Source

The Department cannot process your application without accurate information showing the source of water and location of water use. You must attach a map to this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed points of diversion and place of use. The map must provide tax lot numbers. See page 3 in the instruction booklet for detailed map specifications. In addition, please provide the following information:

### A. County

In what county is the use proposed? Lane

In what county is the diversion proposed? Lane

### B. River Basin

(see instruction booklet page 3 for list): Willamette

### C. The Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Mid-Fork Willamette Tributary to: Willamette River

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

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

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

### D. Property Ownership

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

- Yes (Skip to section no. 3 "Water Use")
- No Please check the appropriate box below, and on a separate sheet of paper list the names and addresses of all affected landowners.\*\*
- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.

\*\*If more than 25 landowners are involved, a list is not required. See page 4 in the instruction booklet for more details.



### 3. Water Use

Please read the instruction booklet for more details on "type of use" definitions, how to express the amount of water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

#### A. Type(s) of Use(s)

(See page 3 in the instruction booklet for a list of Beneficial Uses.)

- If your proposed use is domestic, indicate the number of households to be supplied with water: \_\_\_\_\_
- If your proposed use is irrigation, please attach Form I
- If your proposed use is mining, attach Form R
- If your proposed use is municipal, attach Form M
- If your proposed use is commercial/industrial or quasi-municipal, attach Form Q

#### B. Amount of Water

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

Source	Use	Amount
Middle Fork Willamette	Irrigation	2700 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

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

#### C. Season of Use

Indicate the time of year you propose to use the water (for seasonal uses such as irrigation, give dates when water use would begin and end):

May 15 - October 1

#### D. Acreage

If you will be applying water to land, indicate the total number of acres where water will be applied or used:

~~388~~ 418



## 7. Remarks

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

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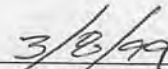
## Signature

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 receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all statements made and information provided in this application are true and correct to the best of my knowledge.

  
Signature of Applicant

  
Date

\_\_\_\_\_  
Signature of Co-applicant

\_\_\_\_\_  
Date

Before submitting this application, have you:

- Answered every question?
- Included a Land Use Information Form or receipt stub signed by a local official?
- Attached a legible map that meets all the necessary criteria?
- Included a check made out to WRD for at least the amount of the application fee?

Last revision: October 31, 1996

## 4. Water Management

### A. Diversion

What method will you use to divert water from the source?

- Pump (give horsepower and pump type) 100-<sup>100-</sup> 25- + 50- HP Centrifugal with suction line
- Head-gate (give dimensions) \_\_\_\_\_
- Other means (describe) \_\_\_\_\_

### B. Monitoring

How will you monitor your diversion to be sure you are within the limits of your water right (allowed rate and duty) and you are not wasting water?

- Weir                       Meter                       Periodic Sampling
- Other (describe) \_\_\_\_\_

### C. Transport

How will you transport water to your place of use?

- Ditch, canal (give average width and depth):  
Width \_\_\_\_\_ Depth \_\_\_\_\_

Is the ditch or canal to be lined?     Yes     No

- Pipe (give diameter and total length)  
Diameter(s) 15" PVC, 8" PVC Length 2700 ft, 1000 ft, respectively  
addl. 15" PVC, 12" PVC, 10" PVC, 8" PVC 2500 ft, 1000 ft, 650 ft, 1400 ft, resp
- Other (describe) \_\_\_\_\_

### D. Application/Distribution Method

What equipment will you use to apply water to your place of use?

Irrigation or land application method (check all that apply):

- Flood                       High-pressure sprinkler     Low pressure sprinkler
- Drip                         Water cannons               Center pivot system
- Hand lines                 Wheel lines
- Siphon tubes or gated pipe with furrows
- Other, describe \_\_\_\_\_

Distribution method

- In-line storage (tank or pond)     Direct pipe from source     Open canal



### E. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain.

Sprinkler irrigation was selected because other methods will not supply the quantity of water required for row crops. Low friction mainline with a programmable logic control device on high-efficiency pumps, volume restrictive nozzles, and pressure balancing butterfly valves are some of the conservation methods which will be used on this system.

### 5. Resource Protection

#### Protection Practices

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

Diversion will be screened to prevent uptake of fish and other aquatic life.

Describe planned actions: Employ appropriate ODF&W specifications for screening intake structures

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

Describe planned actions: Selected point of diversion has limited riparian benefit and is on a hardened bank (USACE structure)

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

Describe: No in-stream equipment use anticipated, other than intake line described above.

Water quality will be protected by preventing erosion and runoff of waste or chemical products.

Describe: Cover crops employed; minimal chemical use occurs

Other: per sustainable agriculture practices used by Stahlbush Island Farms.

### 6. Project Schedule

Proposed date construction will begin April 15, 1999

Proposed date construction will be completed April 30, 1999

Proposed date beneficial water use will begin May 15, 1999



# Stahlbush Island Farms, Inc.

3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333-2709 USA

•  
•

PHONE: (541) 757-1497  
FAX: (541) 754-1847

•  
•

WEB: www.stahlbush.com  
EMAIL: sif@stahlbush.com

March 23, 1999

Attn: Anita Huffman  
Water Resources Department  
Commerce Building  
158 12th St NE  
Salem, OR 97310-0210

Application No. 84098  
Permit No.

Dear Ms. Huffman:

This amendment applies to file H-1076, a Permit to Use Water submitted by Stahlbush Island Farms on March 12, 1999. Section B under question 3 should be revised from 2700 gpm to 775 acre-feet to reflect the use of stored water.

Included with this amendment is a check for an additional \$715, bringing the total submitted by Stahlbush Island Farms for application H-1076 to \$1290. I would note that the \$575 figure was provided by a representative of OWRD on the application materials sent to me at Stahlbush approximately 1 1/2 months ago, on a fee schedule that does not match the one you sent. If possible, I would suggest that OWRD include a copy of the water right fee calculation sheet with each application sent out by OWRD, for use by applicants. The sheet makes the calculation of fees much simpler. Because the original fee amount was provided by an OWRD representative and the fact that Stahlbush Island Farms intended to pay all fees at the time of original application, I will assume that our prompt response will result in assignment of a priority date based on the date that OWRD originally received the Stahlbush application (March 12, 1999).

I hope that you find these suggestions helpful. If you should require additional information, please contact me at 541-757-1497. Thank you for your assistance.

Sincerely,

  
Mary M King  
Engineer

**RECEIVED**

MAR 24 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

WATERMASTER'S Division 33 Review Comment WORK SHEET

APPLICANT'S NAME: Stahlbush Island Farms 14 Day Deadline June 10, 1999

APPLICATION NO. S-84098

SOURCE of WATER ,  STORAGE

DESCRIPTION of the SOURCE BOR project water released down the Middle Fork

*(A spring, a well, a sump, an exempt pond, an unnamed stream, etc.)*

• If from Surface Water, does the water at the proposed Diversion Location flow into another water body?  
 YES the Columbia

• If sometimes, describe the time period between \_\_\_\_\_ and \_\_\_\_\_.

• Does the source ever go dry in the area of the proposed diversion?  
 NO

• To your knowledge, has the requested source of water been regulated because of insufficient flow to satisfy existing water rights including instream water rights?  
 NO

If yes, please explain. \_\_\_\_\_

• Is there sufficient flow at the proposed point of diversion to satisfy all existing water rights and provide the quantity of water requested under this application?  
 YES

• Did you meet with staff from another agency to discuss the application?

Emailed

Who Nancy Liebowitz Agency ODFW When 8-12-99

• Is mitigation an option?

YES  NO

If so, please describe \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9-12-99  
Date

Dist 2 WM, WRD. M. Mattick Name  
Title

RECEIVED  
AUG 18 1999  
WATERMASTER'S DIVISION 33  
SAL. EST. 082801

Nancy Leibowitz, 12:15 PM 6/2/99 -, WR correction

---

X-Mailer: Novell GroupWise 5.2  
Date: Wed, 02 Jun 1999 12:15:55 -0700  
From: "Nancy Leibowitz" <nancy.c.leibowitz@STATE.OR.US>  
To: patrick.t.lee@wrd.state.or.us  
Cc: jeffrey.s.ziller@STATE.OR.US  
Subject: WR correction

The fish species that I noted for 3 84098, Stahlbush Island was incorrect. (I looked up range 2 E instead of 2 W.) Correct fish species in the Middle Fork Willamette near Jasper are winter steelhead, spring chinook, cutthroat trout, rainbow trout, and whitefish. Again fish screen of 3/32" is required to protect gamefish from entering the diversion.



X-Mailer: Novell GroupWise 5.2  
Date: Wed, 02 Jun 1999 09:31:38 -0700  
From: "Nancy Leibowitz" <nancy.c.leibowitz@STATE.OR.US>  
To: patrick.t.lee@wrд.state.or.us  
Cc: Nancy.c.leibowitz@STATE.OR.US  
Subject: WRs

S 84098, Stahbush island farms. Gamefish (cutthroat trout, rainbow trout, whitefish) present at diversion from Middle Fork Willamette River. 3/32" Screen required.

T 7592, Davidson Farms, Inc. Gamefish (winter steelhead, spring chinook, cutthroat trout, pacific lamprey) present at point of diversion. 3/32" screen required.

G 14949, Stahbush Farms. Construct well so that it has minimal impact on the surface water.

R 84073, Rebecca and Mike Herron. Off channel pond constructed in grass field. Visited site in 1998- no concerns.



# Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building  
158 12th Street NE  
Salem, OR 97310-0210  
(503) 378-3739  
FAX (503) 378-8130

May 25, 1999

STAHLBUSH ISLAND FARMS  
WILLIAM CHAMBERS  
3122 STAHLBUSH ISLAND RD  
CORVALLIS, OREGON 97333

Reference: File S-84098

Dear Applicant:

**THIS IS NOT A PERMIT AND IS  
SUBJECT TO CHANGE AT THE NEXT PHASE OF PROCESSING.**

This letter is to inform you of the favorable preliminary analysis of your water use permit application and to describe your options. In determining whether a water use permit application may be approved, the Department must consider the factors listed below, all of which must be favorable to the proposed use if it is to be allowed. Based on the information you have supplied, the Water Resources Department has made the following preliminary determinations:

Initial Review Determinations:

1. The proposed use is not prohibited by law or rule.
2. The use of water from STORED WATER FROM THE WILLAMETTE RIVER PROJECT, A TRIBUTARY OF MIDDLE FORK WILLAMETTE RIVER, for IRRIGATION OF 418.0 ACRES **is allowable** under OAR 690-502-040(4)(c), the Willamette Basin Program.
3. Water in the amount of 775.0 ACRE-FEET for IRRIGATION OF 418.0 ACRES **is available** March 1 through October 31, contingent upon the approval of a contract between the applicant and the Bureau of Reclamation to purchase stored water.
4. According to Department records, there are existing water rights for irrigation. Certificates 27827, 27828, 27829, 31460, 35349 and 43468 cover portions of land proposed under this application. In addition, application G-14949 proposes primary irrigation of a portion of land proposed under this application. Prior to proceeding with application S-84098, the Department must receive a completed form authorizing



cancellation of the existing rights, a completed affidavit of diminution of the existing rights, a transfer of the existing certificates, or other means of dealing with the conflict with the existing certificates and the use proposed under this application. Please refer to the Conflict Resolution section below for more information.

5. The use of water under this right is subject to the terms and conditions of a contract between the Bureau of Reclamation and the applicant, a copy of which must be on file in the records of the Water Resources Department.

### Summary of Initial Determinations

**The use of 775.0 ACRE-FEET from STORED WATER FROM THE WILLAMETTE PROJECT, A TRIBUTARY OF MIDDLE FORK WILLAMETTE RIVER, for IRRIGATION OF 418.0 ACRES is allowable from March 1 through October 31 or as further limited by contract. The findings of this Initial Review are contingent upon the applicant securing a contract to purchase stored water from the Bureau of Reclamation, and the application's resolution of the conflicting water rights.**

Because of these favorable determinations, the Department can now move your application to the next phase of the water rights application review process. This phase is where public interest factors will be evaluated.

Please reference the application number when sending any correspondence regarding the conclusions of this initial review. Comments received within the comment period will be evaluated at the next phase of the process.

### To Proceed With Your Application:

If you choose to proceed with your application, you do not have to notify the Department. Your application will automatically be placed on the Department's Public Notice to allow others the opportunity to comment. After the comment period the Department will complete a public interest review and issue a proposed final order.

### Withdrawal Refunds:

If you choose not to proceed, you may withdraw your application and receive a refund (minus a \$50 processing charge per application.) To accomplish this you must notify the Department in writing by **Tuesday, June 8, 1999**. For your convenience you may use the enclosed "STOP PROCESSING" form.



### Additional Information Required:

Please submit a copy of the executed contract to purchase stored water from the Bureau of Reclamation. This information must be submitted no later than July 15, 1999 or the Department may propose to reject your application at the next phase of processing.

If you are unable to submit the above listed information, you may request a "time out from processing" for up to an additional 180 days. You must submit the request in writing, stating how much more time you will need and why you need additional time. If a time out is granted, your application will not be processed further until the requested information is received or the extended deadline has passed.

### Conflict Resolution Information:

According to Department records, there are existing water rights for irrigation. Certificates 27827, 27828, 27829, 31460, 35349 and 43468 cover portions of land proposed under this application. In addition, application G-14949 proposes primary irrigation of a portion of land proposed under this application. Prior to proceeding with application S-84098, the Department must receive a completed form authorizing cancellation of the existing right, a completed affidavit of diminution of the existing right, a transfer of the existing certificate, or other means of dealing with the conflict with the existing certificate/ permit and the use proposed under this application. **Please submit this information no later than July 15, 1999 or The Department may issue the Final Order and permit with the land in question made supplemental to the existing right, which will limit and/or jeopardize that portion of the right as follows:**

- ◆ If the existing certificate is found to have been forfeited the use supplemental to such certificate may also be canceled.
- ◆ You may only use the supplemental right after the primary right becomes unavailable. The primary right must be exhausted first.
- ◆ The season of use for the supplemental irrigation will be limited to that of the primary right.

If you are unable to submit the above listed information, you may request a "time out from processing" for up to an additional 180 days. You must submit the request in writing, stating how much more time you will need and why you need additional time. If a time out is granted, your application will not be processed further until the requested information is received or the extended deadline has passed.

### If A Permit Is Issued It Will Likely Include The Following Conditions:

1. Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a meter or other suitable measuring device as approved by the Director. The permittee shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water use information, including the place and nature of use of water under the permit.
  - B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.
2. You may be required to install fish screens at the point of diversion to meet Oregon Department of Fish and Wildlife specifications for adequate protection of aquatic life.
3. The use of water under this right is subject to the terms and conditions of a contract between the Bureau of Reclamation and the applicant, a copy of which must be on file in the records of the Water Resources Department.
4. The priority date for this application is March 15, 1999.

WARNING: This initial review does not attempt to address various public interest issues such as sensitive, threatened, or endangered fish species. These issues will be addressed as the Department reviews public comments and prepares a proposed final order. You should be aware that, if significant public interest issues are found to exist, such a finding could have an impact on the eventual outcome of your application.

Information obtained from the Department of Environmental Quality (DEQ) indicates that the source of water identified in your application is "Water Quality Limited". That means that there are water quality concerns. DEQ will be looking at information from your application to see if additional conditions or restrictions are needed to protect the water quality situation. One possible outcome is that the Water Resources Department will propose in the proposed final order that your application be denied. You are encouraged to contact Tom Rosetta, (503) 229-5053 at DEQ to discuss the specifics of your application. Often, this information exchange can allow the water use to occur and at the same time keep the water quality situation from worsening.

If you have any questions:

Questions about the status of your application, processing timelines, or your upcoming Proposed Final Order should be directed to our Water Right Information Group at (800) 624-3199 or (503) 378-8455 extension 499. Feel free to call me at (800) 624-3199 or (503) 378-8455 extension 229

if you have any questions regarding the contents of this letter. Please have your application number available if you call. Address all other correspondence to: Water Rights Section, Oregon Water Resources Department, 158 12th ST. NE Salem, OR 97310, Fax: (503)378-2496

Sincerely,

A handwritten signature in black ink, appearing to read 'Anita M. Huffman', with a long horizontal flourish extending to the right.

Anita M. Huffman  
Water Rights Specialist

cc: Regional Manager, Watermaster District 2, Water Availability Section  
enclosures: Flow Chart of Water Right Process  
Stop Processing Form

S-84098  
wab 02-  
pou 02-  
gw



# APPLICATION FACT SHEET

Mail to: Applicant, Watermaster, District Biologist (ODFW)  
If necessary, also mail to : Regional Water quality manager (DEQ), and DOA

Application File Number: S-84098

Applicant: STAHLBUSH ISLAND FARMS; CHAMBERS, WILLIAM

County: LANE

Watermaster: District 2

Priority Date: March 15, 1999

Source: MIDDLE FORK WILLAMETTE RIVER, A TRIBUTARY OF WILLAMETTE RIVER

Use: IRRIGATION OF 418.0 ACRES

Quantity: 775.0 ACRE-FEET

Basin Name & Number: Willamette, #02

Stream Index Reference: Volume 1 MID FK WILLAMETTE R

Point of Diversion Location: NENE, SECTION 16, T18S, R2W, W.M.; 525 FEET SOUTH &  
1075 FEET WEST FROM NE CORNER, SECTION 16

Place of Use: NENE 28.0 ACRES SWNE 35.0 ACRES SENE 38.0 ACRES NENW 25.0  
ACRES NWNW 5.0 ACRES SWNW 1.0 ACRES SENW 20.0 ACRES NESW 10.0 ACRES  
SESW 12.0 ACRES NESE 9.0 ACRES NWSE 40.0 ACRES SWSE 40.0 ACRES SESE 6.0  
ACRES, SECTION 16 NENE 25.0 ACRES NWNE 40.0 ACRES SWNE 20.0 ACRES SENE  
5.0 ACRES NENW 35.0 ACRES NWNW 3.0 ACRES SWNW 1.0 ACRES SENW 20.0  
ACRES, SECTION 21, TOWNSHIP 18 SOUTH, RANGE 2 WEST, W.M.

14 DAY STOP PROCESSING DEADLINE DATE: Tuesday, June 8, 1999

PUBLIC NOTICE DATE: Tuesday, June 15, 1999

30 DAY COMMENT DEADLINE DATE: Thursday, July 15, 1999

**PFO CHECKLIST**

Application #: S 84098

County LANE Basin: Williamette 2  
Township 185 Range 24 Section 16 1/4 1/4 NE NE

- 1. Complete by Minimum Requirements Checklist? Y / N
- 2. Shortcomings (items needed before a permit and/or FO can be issued) Y / N Should process continue Y / N
- 3. Groundwater Review **A B C D** River/Stream Name \_\_\_\_\_  
  - a. Groundwater Availability **A B C**
  - b. Is second groundwater review complete Y / N necessary? (comments) Y / N
  - c. Is the well located in a GWLA or CA? (If applicable, include map with POD) Y / N within area
- 4. Is use from **BOR** / Doug Co. project? Y / N Contract in file? Y / N Contract # 9-07-10-W1252
- 5. Is the use allowed by the **Basin Program**? Y / N Limited? Y / N \_\_\_\_\_
- 6. Water Availability Data **OK / REDONE / NA** (80% live flow & 50% storage) 50000 H<sub>2</sub>O only
- 7. Is the source **withdrawn** or limited by statute or Department order? Y / N \_\_\_\_\_
- 8. Is the Proposed Use located in or above a **SWW**? Y / N \_\_\_\_\_
- 9. Division 33: Y / N / NA Above Bonn (after July 17, 1992) Y / N  
Below Bonn (after April 8, 1994; June 3, 1994) Y / N  
Statewide - (in shaded areas on T, E, and S Map - after June 3, 1994) Y / N
- 10. IR identifies as on DEQ 303d List? Y / N / NA Comments received? Y / N
- 11. Have **conflicts** been addressed? Y / N / NA Discharge
- 12. Duty 180, 2.5 Irrigation Season \_\_\_\_\_
- 13. Period of Allowed Use 3-10/30
- 14. Allowed Rate 775 AF

summary:

- 15. **Small** ( $\leq 0.1$  cfs,  $\leq 9.2$  AF), **Medium** ( $> 0.1$  or  $< 1.5$  cfs,  $> 9.2$  or  $< 100$  AF) or **Large** ( $\geq 1.5$  cfs,  $\geq 100$  AF) condition **7I** and **municipal** use  $\leq 0.1$  cfs require the **Large** condition
- 16. **Conditions** RI, FISH  
New River Basin? Y / N / NA (see M:\groups\wr\pfo\findings & other lang)
- 17. IR Date 5/25/99 Public Notice Date 6/8/99 Comment Rec'd \_\_\_\_\_
- 18. CWRE, representatives or Property owners to notify? Y / N SEE IR LIST

Initials: CRK Date: 7/29/99

IR CHECKLIST

Application # 84098

Priority Date: 3/24/99

Basin: 2-WILL

County: Lane

Township 18S Range 2W Section 16, 21 1/4 1/4

WAB: N/A STORED

POU WAB:

1. Complete by Minimum Requirements checklist Y  Items still required: Contract

N/A 2. Groundwater Review A B C D River/Stream Name \_\_\_\_\_

Conditions \_\_\_\_\_ Water Availability A B C

3. Is the well located in a groundwater limited area? Y  N  Name \_\_\_\_\_

4. Is the well located in T1N R3E SEC 20, 21, 28, 29 Y

5. Within or above a Scenic Waterway Y  Conditions/Restrictions Y

6. Basin Maps have been checked Y  N  Mid zone well

7. Allowed under Basin Program Y  N  Limitations Y  N  1090-502-040 (4)(c)

8. Withdrawn Y  N  Season Allowed \_\_\_\_\_

9. Water Availability 80% \_\_\_\_\_ 50% STORED - WILL PROJECTS  N/A

10. Use IRR Period of allowed use 5/15 - 10/1 or as further limited by contract

11. Season requested by applicant 5/15-10/1

12. For Irrigation: Rate 1 Duty 2 1/2 Season 3/1-10/31

N/A 13. For Nursery or Cranberry: Rate \_\_\_\_\_ Duty \_\_\_\_\_ Season \_\_\_\_\_

14. Allowable rate of use: 418(2.5) 1045.0 AF

Requested Rate: 775.0 AF

15. BOR project Y  N  Contract # None provided

16. Subject to Division 33: Y  N  N/A Above Bonneville \_\_\_\_\_ TES Y  N

Below Bonneville \_\_\_\_\_ TES Y  N TES only Y  N

17. Conflict Y  N  35349, 43468, 31460, 27829, 27828, 27827, and apt 614949

18. Conditions? (BOR, GW, other) Y  N

19. Measuring condition Small \_\_\_\_\_ Medium \_\_\_\_\_ Large

20. Within Dept. Of Agriculture Water Quality Management Area Y  N  N/A

TUALATIN \_\_\_\_\_ BEAR CREEK(ROGUE) \_\_\_\_\_

21. On DEQ 303d list Y  N  N/A

22. Land use approval OK'd Needs Approval  County Notified  N/A

23. Watermaster Dist: (1  2) 16 18 20 (NWR) (3 4 5 NCR) (6 8 9 10 ER)

(11 12 17 SCR) (13 14 15 19 SWR)

24. ODFW Biologist Leibowitz

24. Letter will be:  GOOD LIMITED BAD BAD W/IR SHORT BAD W/HC EXCEPT

see other side for N/A affected to

Name: [Signature]

Date: 5/13/99



Mackenzie River Motors

86220 Dery Rd

Pleasant Hill, OR 97455

Charolyn S. Chambers Trust

86220 Dery Rd

Pleasant Hill, OR 97455

Eugene Linker

35568 Buena Vista Rd

Creswell, OR 97426

(10) Protect and encourage use of water which sustains economic development.

Stat. Auth.: ORS 536.220, 536.300, 536.310, 536.340, 536.410, 537.170, 537.356 & 537.358

Hist.: WRD 4-1992, f. & cert. ef. 3-13-92; WRD 12-1992, f. & cert. ef. 9-9-92

### General Provisions

**690-502-040** (1) Water availability: The classifications in OAR 690-502-050 through 690-502-150 limit access to natural streamflow during periods when remaining available supplies are insufficient to meet existing water rights and public instream uses 80 percent of the time. When improved water availability data show that there is insufficient natural flow to support a classification, any permit issued shall further restrict or condition the time of use to when water is available.

(2) Limited licenses: The uses of surface water for which limited licenses may be issued are prescribed in ORS 537.143(1). Applications for limited licenses may be accepted in the Willamette Basin unless expressly prohibited by statute, order of the State Engineer or the Commission, or by the classifications in OAR 690-502-050 through 690-502-150.

(3) Surface water applications: Applications to use surface water filed after April 18, 1991, shall be processed under the classifications established in OAR 690-502-050 through 690-502-150. Applications filed on or before April 18, 1991, shall be processed under the classification in effect at the time of the application.

(4) Storage:

(a) Unless expressly prohibited by statute, order or administrative rule, the surface waters of the Willamette River and tributaries are classified for storage from November 1 to June 30. A storage permit may be issued for a shorter time period and/or conditioned based on water availability or compatibility with other uses and needs;

(b) Secondary applications to maintain reservoir levels throughout the year may be processed if the proposed use is consistent with the classification;

(c) Water legally stored may be released or used at any time for any beneficial purpose, such as domestic, livestock, irrigation (during the irrigation season as specified in section (6) of this rule), agricultural, commercial, municipal, industrial, power, mining, recreation, fish life, wildlife, pollution abatement, wetland enhancement, public instream uses and uses allowed under a limited license.

(5) Groundwater recharge: Use of surface water to recharge groundwater shall be subject to the same limitations and season as specified in section (4) of this rule. Use of groundwater from one aquifer to recharge another shall be allowed only if consistent with the classification of the providing aquifer as specified in OAR 690-502-160.

(6) Expanded irrigation season: Unless expressly limited by statute, court decree, order, administrative rule (including classification, except for use of stored water), water availability or any other permit condition, an irrigation season of March 1 to October 31 shall apply to future permits for primary and supplemental irrigation.

(7) Conservation: The Department shall require that special conservation and water use efficiency conditions be employed when permitting the use of water from the Columbia River Basalt Group, low-yield aquifers and water quality limited streams.

Stat. Auth.: ORS 536.220, 536.300, 536.310, 536.340, 536.410, 537.170, 537.356 & 537.358

Hist.: WRD 4-1992, f. & cert. ef. 3-13-92; WRD 12-1992, f. & cert. ef. 9-9-92

New App #	Acres	Use	Prim/Supp	Existing APP #	PERMIT	CERT #	Status	Use	Acres	Prim/Supp
S 84098	28.00	IR	P				V	IR	15.000	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	15.000	P
S 84098	25.00	IR	P				V	IR	26.600	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	26.600	P
S 84098	9.00	IR	P				V	IR	12.000	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	12.000	P
S 84098	10.00	IR	P				V	IR	4.700	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 31119 S 24678	S 24678	27827	V	IR	4.700	P
S 84098	40.00	IR	P				V	IR	6.300	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 45923 S 34310	S 34310	43468	V	IR	6.300	P
S 84098	20.00	IR	P				V	IR	8.000	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 45923 S 34310	S 34310	43468	V	IR	8.000	P
S 84098	6.00	IR	P				V	IR	23.600	P
18.00S 2.00W16	NENE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	23.600	P
S 84098	38.00	IR	P				V	IR	0.000	P
18.00S 2.00W16	SENE	Conflicts:	yes	S 31118 R 1979	R 1979	27828	V	IR	0.000	P
S 84098	20.00	IR	P				V	IR	10.000	P
18.00S 2.00W16	SENE	Conflicts:	yes	S 31119 S 24678	S 24678	27827	V	IR	10.000	P
S 84098	20.00	IR	P				V	IR	35.000	P
18.00S 2.00W16	SENE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	35.000	P
S 84098	6.00	IR	P				V	IR	0.800	P
18.00S 2.00W16	SESE	Conflicts:	yes	S 45923 S 34310	S 34310	43468	V	IR	0.800	P
S 84098	12.00	IR	P				V	IR	4.600	P
18.00S 2.00W16	SESE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	4.600	P
S 84098	2.00W16	SESE	Conflicts:	S 31119 S 24678	S 24678	27827	V	IR	0.900	P
18.00S 2.00W16	SESE	Conflicts:	yes	S 671 G 576	G 576	28084	V	IR	21.800	P
S 84098	12.00	IR	P				V	IR	11.200	P
18.00S 2.00W16	SESE	Conflicts:	yes	S 31120 S 24679	S 24679	27829	V	IR	11.200	P
S 84098	35.00	IR	P				V	IR	1.000	P
18.00S 2.00W16	SWNE	Conflicts:	yes	S 45923 S 34310	S 34310	43468	V	IR	1.000	P
S 84098	40.00	IR	P				V	IR	8.400	P
18.00S 2.00W16	SWNE	Conflicts:	yes	S 33677 S 26679	S 26679	35349	V	IR	8.400	P
S 84098	25.00	IR	P				V	IR	0.000	P
18.00S 2.00W16	SWSE	Conflicts:	yes	R 31118 R 1979	R 1979	27828	V	IR	0.000	P
S 84098	35.00	IR	P				V	IR	0.300	P
18.00S 2.00W21	NENE	Conflicts:	yes	S 31119 S 24678	S 24678	27827	V	IR	0.300	P
S 84098	5.00	IR	P				V	IR	7.200	P
18.00S 2.00W21	NENE	Conflicts:	yes	S 671 G 576	G 576	28084	V	IR	7.200	P
S 84098	20.00	IR	P				V	IR	8.400	P
18.00S 2.00W21	NENE	Conflicts:	yes	S 31120 S 24679	S 24679	27829	V	IR	8.400	P
S 84098	20.00	IR	P				V	IR	8.300	P
18.00S 2.00W21	SENE	Conflicts:	yes	GR 1328 GR 1283	GR 1283	0	V	IR	8.300	P
S 84098	20.00	IR	P				V	IR	1.700	P
18.00S 2.00W21	SWNE	Conflicts:	yes	GR 1328 GR 1283	GR 1283	0	V	IR	1.700	P



STATE OF OREGON  
COUNTY OF LAKE  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify, That** ALBERT W. DERY & EMMA D. DERY

of Rt. 2 Box 472, Creswell, 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 **Putding River** a tributary of **Coast Fk. Willamette River** for the purpose of **irrigation of 19.6 acres**

under Permit No. 24679 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 **February 20, 1957**

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 **0.25 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 **SE $\frac{1}{4}$  SW $\frac{1}{4}$** , as projected within Callisson DLC 74, Section 16, T. 18S., R. 2W., 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 **one-eightieth** of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed **2 $\frac{1}{2}$  acre feet per acre** for each acre irrigated during the irrigation season of each year,

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:

11.2 acres SE $\frac{1}{4}$  SW $\frac{1}{4}$   
as projected within R. Callisson DLC 74  
Section 16  
8.4 acres NE $\frac{1}{4}$  NW $\frac{1}{4}$   
as projected within R. Callisson DLC 74  
Section 21  
T. 18S., R. 2W., W.M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. NOVEMBER 22 1960

.....LEWIS A. STANLEY.....  
State Engineer

STATE OF OREGON  
COUNTY OF LANE  
CERTIFICATE OF WATER RIGHT

**This Is to Certify,** That ALBERT W. DERY  
of Rt. 2 Box 472, Creswell, State of Oregon<sup>77428</sup>, has made proof  
to the satisfaction of the STATE ENGINEER of Oregon, of a right to store the waters of  
unnamed stream, tributary of Coast Fork Willamette River, appropriated under  
Application No. 31119, Permit No. 24678,

for the purposes of

**irrigation**  
under Reservoir Permit No. R-1979 of the State Engineer, and that said right to store said  
waters has been perfected in accordance with the laws of Oregon; that the priority of the right  
hereby confirmed dates from February 20, 1957

that the amount of water entitled to be stored each year under such right, for the purposes afore-  
said, shall not exceed 1.0 acre feet

The reservoir is located in NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$ , as projected within Callisson  
DLC 74, Section 16, T. 18S., R. 2W., W.M.

WITNESS the signature of the State Engineer, affixed  
this date. NOVEMBER 22 1960

LEWIS A. STANLEY

State Engineer

STATE OF OREGON  
COUNTY OF LANE  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify,** That **ALBERT W. DERY & EMMA D. DERY**

of Rt. 2 Box 472, Creswell, <sup>9742</sup> 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 unnamed stream and reservoir constructed under Appl. #R-31118, Permit #R-1979 a tributary of Coast Fork Willamette River for the purpose of irrigation of 15.9 acres

under Permit No. 24678 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 February 20, 1957

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 0.20 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 NW $\frac{1}{4}$  SE $\frac{1}{4}$ , as projected within Callisson DLC 74, Section 16, T. 18S., R. 2W., 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 ~~one-eighth~~ one-eighth of one cubic foot per second per acre, or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year from direct flow and storage from reservoir constructed under Permit No. R-1979,

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:

4.7 acres NE $\frac{1}{4}$  SE $\frac{1}{4}$   
10.0 acres NW $\frac{1}{4}$  SE $\frac{1}{4}$   
0.3 acre SW $\frac{1}{4}$  SE $\frac{1}{4}$   
0.9 acre SE $\frac{1}{4}$  SE $\frac{1}{4}$

All as projected within R. Callisson DLC 74  
Section 16  
T. 18S., R. 2W., W.M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. NOVEMBER 22 1960

LEWIS A. STANLEY

State Engineer



## STATE OF OREGON

COUNTY OF

LANE

## CERTIFICATE OF WATER RIGHT

This Is to Certify, That **LYMAN W. TINKER**

of 34621 Highway 58 #55, Eugene, State of Oregon, 97405, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Middle Fork Willamette River

a tributary of Willamette River for the purpose of irrigation of 39.6 acres

under Permit No. 34310 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 April 10, 1969 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 0.50 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 #1-Lot 1 (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ); #2-Lot 4 (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ), Section 16, T. 18 S., R. 2 W., W. M., #1-1270 feet North and 570 feet East; #2-770 feet North and 810 feet West; both from the NE Corner, Callison DLC 74.

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 one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year;

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:

1.9 acres Lot 12 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ )  
 1.2 acres Lot 11 (NW $\frac{1}{4}$  SW $\frac{1}{4}$ )  
 Section 15  
 5.4 acres Lot 4 (NW $\frac{1}{4}$  NE $\frac{1}{4}$ )  
 1.0 acre Lot 5 (SW $\frac{1}{4}$  NE $\frac{1}{4}$ )  
 11.0 acres Lot 2 (SE $\frac{1}{4}$  NE $\frac{1}{4}$ )  
 12.0 acres NE $\frac{1}{4}$  NW $\frac{1}{4}$   
 0.8 acre Lot 6 (SE $\frac{1}{4}$  NW $\frac{1}{4}$ )  
 6.3 acres Lot 3 (NE $\frac{1}{4}$  SE $\frac{1}{4}$ )  
 Section 16  
 T. 18 S., R. 2 W., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described, and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. August 30, 1976

James E. Sexson

Water Resources Director

STATE OF OREGON  
COUNTY OF      LANE  
**CERTIFICATE OF WATER RIGHT**

**This Is To Certify, That**      RAYMOND P. LAIRD

of Route 8, Box 553, Pleasant Hill, 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 Willamette River a tributary of Columbia River for the purpose of irrigation of 146.8 acres under Permit No. 26679 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 May 10, 1960

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 1.51 cubic feet 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 NE $\frac{1}{4}$  NE $\frac{1}{4}$ , as projected within Smith DLC 48, Section 16; Lot 12 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section 15, T. 18 S., R. 2 W., W. M. Diversion point located 1310 feet North and 340 feet East; 240 feet South and 1750 feet East from NE Corner, Callisson DLC 74.

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 one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year;

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:

0.4 acre NE $\frac{1}{4}$  NW $\frac{1}{4}$  as projected within Pengra DLC 38  
6.8 acres NW $\frac{1}{4}$  NW $\frac{1}{4}$  as projected within Pengra DLC 38  
9.2 acres Lot 7 (NW $\frac{1}{4}$  NW $\frac{1}{4}$ )  
25.8 acres Lot 12 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ )  
3.2 acres SW $\frac{1}{4}$  NW $\frac{1}{4}$  as projected within Pengra DLC 38  
1.1 acres SE $\frac{1}{4}$  NW $\frac{1}{4}$  as projected within Pengra DLC 38  
22.0 acres Lot 6 (SE $\frac{1}{4}$  NW $\frac{1}{4}$ )  
3.2 acres Lot 10 (NE $\frac{1}{4}$  SW $\frac{1}{4}$ )  
3.2 acres Lot 11 (NW $\frac{1}{4}$  SW $\frac{1}{4}$ )  
Section 15

0.5 acre NE $\frac{1}{4}$  NE $\frac{1}{4}$  as projected within Smith DLC 48  
Section 16

26.6 acres Lot 1 (NE $\frac{1}{4}$  NE $\frac{1}{4}$ )  
8.2 acres Lot 4 (NW $\frac{1}{4}$  NE $\frac{1}{4}$ )  
8.4 acres Lot 5 (SW $\frac{1}{4}$  NE $\frac{1}{4}$ )  
23.6 acres Lot 2 (SE $\frac{1}{4}$  NE $\frac{1}{4}$ )  
4.6 acres Lot 6 (SE $\frac{1}{4}$  NW $\frac{1}{4}$ )  
Section 16  
T. 18 S., R. 2 W., W. M.

*The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.*

WITNESS the signature of the State Engineer, affixed

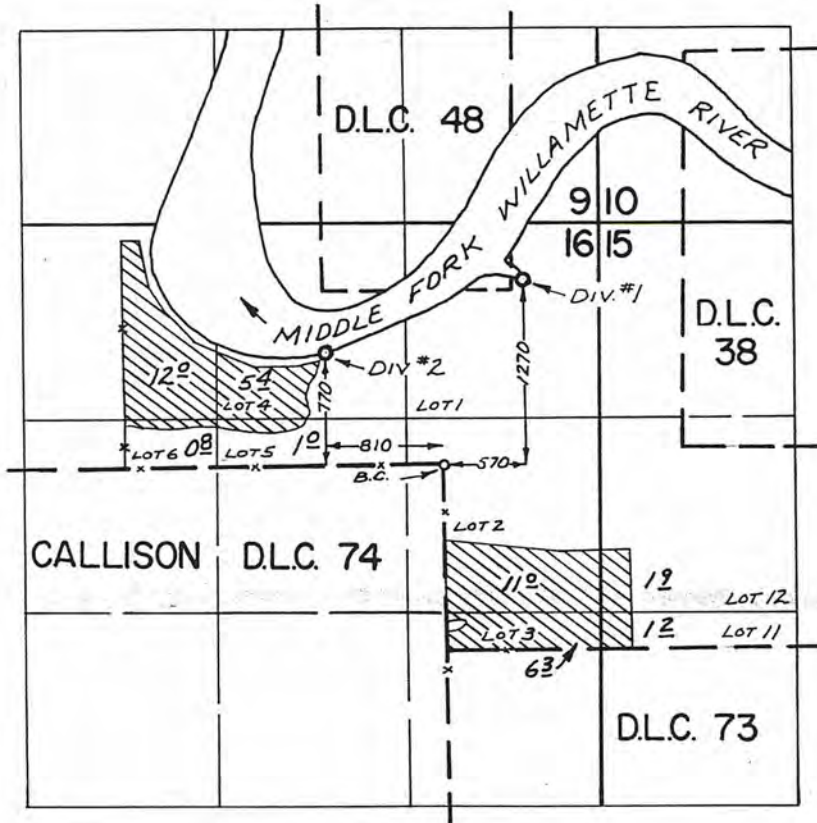
this 30 day of September, 19 68

.....CHRIS. L. WHEELER.....  
State Engineer

Recorded in State Record of Water Right Certificates, Volume 27, page 35349



# T.18S.R.2W.W.M.



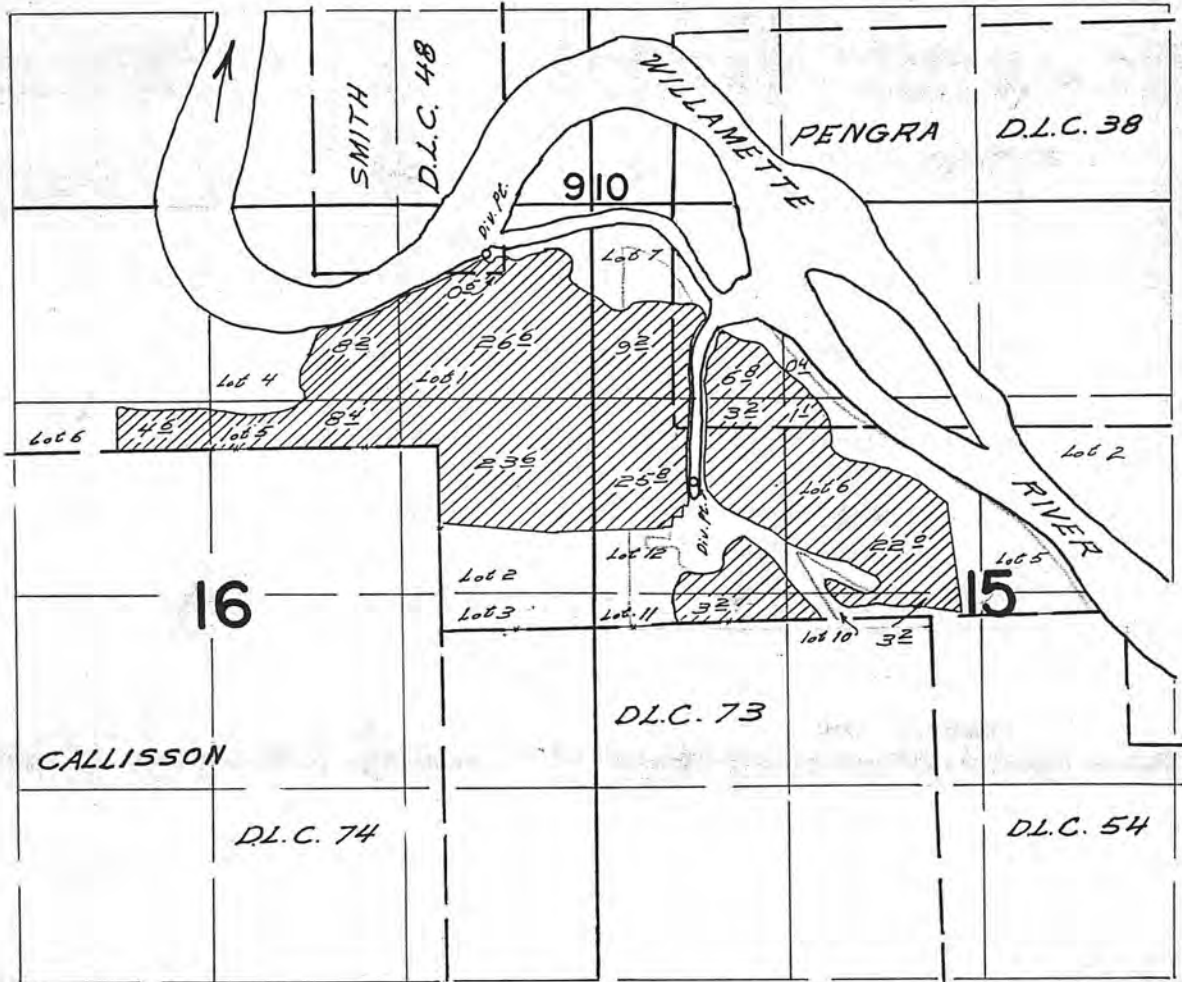
## FINAL PROOF SURVEY UNDER

Application No. 45923 Permit No. 34310  
IN NAME OF

LYMAN W. TINKER

Surveyed MAY 7 1974, by R. MUCKEN

# T.18S.R.2W.W.M.



Diversion points located 1310ft N. & 340ft E.; & 240ft S. & 1750ft E. from N.E. Cor D.L.C. 74

## FINAL PROOF SURVEY UNDER

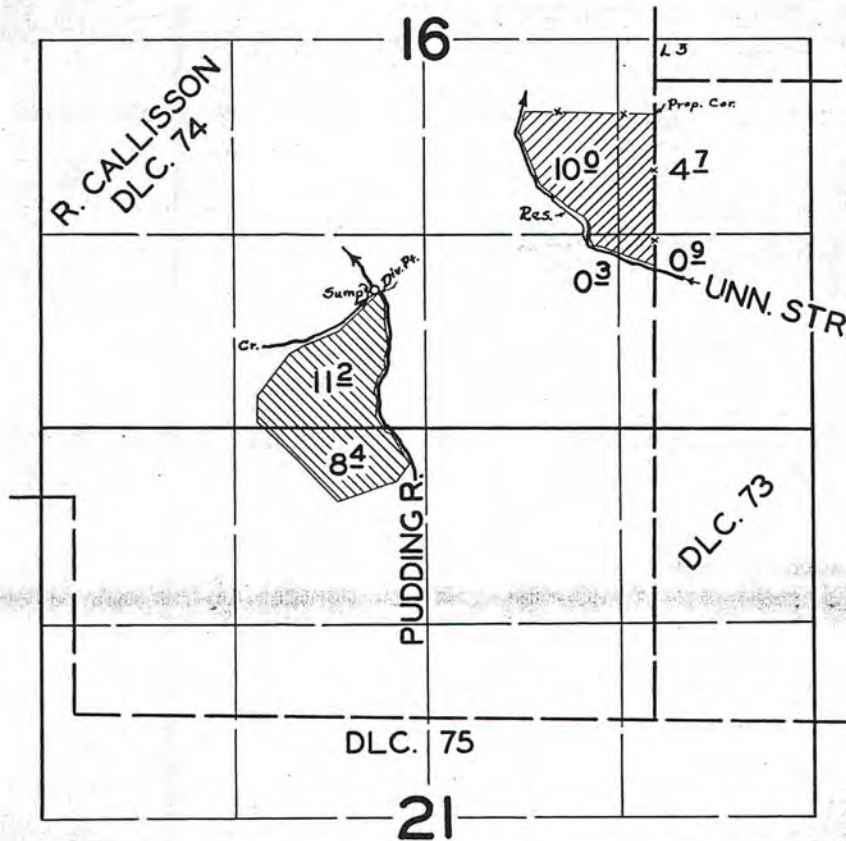
Application No. 33677 Permit No. 26679  
IN NAME OF

Raymond P. Laird



Surveyed May 10, 1966, by J. Garner



T. 18S. R. 2W. W.M.



**FINAL PROOF SURVEY**  
UNDER

Application No. R-31118 Permit No. R-1979  
 31120                      24679   
 31119                      24678   
 IN NAME OF

ALBERT W. & EMMA D. DERY

Surveyed MAR. 25 1959, by M. BISH





# Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building  
158 12th Street NE  
Salem, OR 97310-0210  
(503) 378-3739  
FAX (503) 378-8130

**CERTIFIED MAIL**  
**Return Receipt Requested**

May 25, 1999

STAHLBUSH ISLAND FARMS  
WILLIAM CHAMBERS  
3122 STAHLBUSH ISLAND RD  
CORVALLIS, OR 97333

RE: Application File #S-84098

Dear Applicant:

Your Initial Review has been processed, and I found that additional information is required to complete your application for water use. The following information must be received:

- ▶ **Please submit a copy of the executed contract to purchase stored water from the Bureau of Reclamation.**
- ▶ **According to Department records, there are existing water rights for irrigation. Certificates 27827, 27828, 27829, 31460, 35349 and 43468 cover portions of land proposed under this application. In addition, application G-14949 proposes primary irrigation of a portion of land proposed under this application. Prior to proceeding with application S-84098, the Department must receive a completed form authorizing cancellation of the existing right, a completed affidavit of diminution of the existing right, a transfer of the existing certificate, or other means of dealing with the conflict with the existing certificate/ permit and the use proposed under this application.**

Please submit the requested items by **July 15, 1999**. If we do not receive the items requested above by this date, or a request for time out from processing, we **will** reject your application consistent with ORS 537.153. If your application is rejected, any fees submitted in excess of the examination fee will be refunded; however, the examination fee is non-refundable and will not be returned. In addition, the priority date associated with your application will be lost.

Should you have any questions regarding your application or the required materials



listed above, or if you need to request an extension of time, please call me at (503) 378-8455, extension 229, or toll free within Oregon at 1-800-624-3199.

Sincerely,

Anita Huffman  
Water Rights Examiner

cc: Watermaster Dist 2  
File

listed above, or if you need to request an extension of time, please call me at (503) 378-8455, extension 229, or toll free within Oregon at 1-800-624-3199.

Sincerely,

Anita Huffman  
Water Rights Examiner

cc: Watermaster Dist 2  
File



RECEIVED

MAR 15 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

2D. Property Ownership

Mackenzie River Motors  
86220 Dery Road  
Pleasant Hill, Oregon 97455

Carolyn S. Chambers Trust  
86220 Dery Road  
Pleasant Hill, Oregon 97455

Eugene Tinker  
35568 Buena Vista Road  
Creswell, Oregon 97426

Application No. 84098  
Permit No.

CONTRACT DATA SHEET MAR 15 1999

WATER RESOURCES DEPT. OF RECLAMATION  
SALEM, OREGON  
Attn: PN-3323  
1150 North Curtis Road  
Boise ID 83706-1234  
(208) 378-5346



- Name(s) of <sup>Operator</sup> ~~Landowner~~(s) Stahlbush Island Farms
- Address 3122 Stahlbush Island Road Corvallis, OR 97333
- Mailing Address (if different) \_\_\_\_\_
- Source of Water (name of stream, river) Middle Fork Willamette River
- Point of diversion: 525 feet south and 1075 feet west of NE corner of Section 16, Township 18S, Range 2W, Willamette Meridian.
- Include a small map of lands and diversion points [same as required by Oregon Water Resources Department (OWRD)].
- Application or file number with OWRD if you have applied for a permit to divert storage water: \_\_\_\_\_
- Do you currently hold a right to natural flows for irrigating the property described herein? No  
If yes, what is the priority date? \_\_\_\_\_
- Total quantity of water from storage requested: 775 acre-feet.
- Location of land to be irrigated in each 40-acre tract: See attached spreadsheet.

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP

- What is the present use of the land identified above? [*Farming; idle* (fallow cultivated land); *native* (appears never to have been tilled); *planted pasture or other* (please specify)]  
Farming; idle, pasture
- Is the land identified above currently being irrigated? No If yes, what is the source? (*natural flows, wells, etc.*) \_\_\_\_\_
- Telephone Number where you can be reached during the day: 541-757-1497

Application No. 84098

Permit No. \_\_\_\_\_

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

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT		NO. OF ACRES
			1/4	1/4	
18S	2W	16	NE	NE	28
18S	2W	16	SW	NE	35
18S	2W	16	SE	NE	38
18S	2W	16	NW	NW	5
18S	2W	16	NE	NW	25
18S	2W	16	SW	NW	1
18S	2W	16	SE	NW	20
18S	2W	16	NW	SE	40
18S	2W	16	NE	SE	9
18S	2W	16	SW	SE	40
18S	2W	16	SE	SE	6
18S	2W	16	NE	SW	10
18S	2W	16	SE	SW	12
18S	2W	21	NW	NE	40
18S	2W	21	NE	NE	25
18S	2W	21	SW	NE	20
18S	2W	21	SE	NE	5
18S	2W	21	NW	NW	3
18S	2W	21	NE	NW	35
18S	2W	21	SW	NW	1
18S	2W	21	SE	NW	20

Application No 84098

Permit No. .





Oregon Water Resources Department

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FORM I

MAR 15 1999

FOR IRRIGATION WATER USE

WATER RESOURCES DEPT. SALEM, OREGON

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary  Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: \_\_\_\_\_ Acres

Secondary: \_\_\_\_\_ Acres

List the permit or certificate number of the primary water right: no. \_\_\_\_\_

2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

- 1. Winter Squash  Full season  Partial season (from: 5/30 to 9/1)
- 2. Sweet Corn  Full season  Partial season (from: 5/30 to 9/1)
- 3. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)
- 4. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)

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

775 acre-feet

(1 acre-foot equals 12 inches of water spread over one acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

- Daily during daytime hours  Daily during nighttime hours
- Two or three times weekly during daytime  Two or three times weekly during nighttime
- Weekly, during daytime hours  Weekly, during nighttime hours

Other, explain: 3" every 7 to 14 days, depending on crop (22 hrs/day, 6 days/wk)

Application No. 84098

Permit No. .



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MAR 15 1999

WATER RESOURCES DEPT. SALEM, OREGON

Application No 84098  
Permit No.

#16843

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

CODE NO. 001-00

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

OLD NUMBER		AERIAL PHOTO	
MAP NO. 18 02 16	TAX LOT NO. 100	SECTION 568 954	TOWNSHIP S. RANGE W.M.
ACCOUNT NUMBER		CITY	

LOT NO.	BLOCK NO. 2	ADDITION	DEED RECORD DATE OF ENTRY	DEED NUMBER	ACRES REMAINING
---------	-------------	----------	---------------------------	-------------	-----------------

LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
	DATE OF ENTRY	DEED NUMBER	
<p>INDENT EACH NEW COURSE TO THIS POINT</p> <p>Beg. at a point 11.73 ch. East of the SW. cor. of Lot 6, Sec. 16, 18S, 2W, WM. run thence North 23.94 ch. to the North line of Sec. 16, thence East to the NE. cor. of the NE 1/4 of Sec. 16, thence South 23.94 ch. m/l to the SE. cor. of Lot 6, thence West to the POB. Cont. <del>238.92</del> ac.</p> <p>Also: Lots 1, 2, 3, 4, 5, of Sec. 16 &amp; that part of John Smith DLC#48 in Sec. 16 &amp; Lots 6, 7, 10, 11, &amp; 12, of Sec. 15, Cont. <del>238.92</del> ac.</p> <p>Also: All that part of B. J. Pengra, certif. #7422, cont. 67.72 ac. lying SW. of Middle Fork of River, as follows: Also: a 20 ft. wide roadway center line desc.</p> <p>Beg. at a point on the N. line of Callison DLC.#73, 1780 ft. West of the NE. cor. of said claim, run thence South 1760.0 ft. thence East 1780.0 ft. to the East line of said DLC.#73 Cont. 1.63 ac. Total acres Except: (T.L. 2100) (portion of:)</p> <p>All that part of Lot 5, in Sec. 15, 18S, 2W, WM. which lies South of the Willamette River &amp; South of a line extended East from the NE. cor. of Shelly DLC.#54 to the left bank of the river, cont. 5.00 ac.</p> <p>Except: 12.30 acres which is in the Middle Fork of Willamette River Cont. m/l</p> <p>Except: the perpetual r/w for a roadway over a strip of land 20 ft. wide, the South &amp; West sides of which are desc. as follows:</p> <p>Beg. at a point on the North Bdry. of the R. Callison DLC.#74, 18S, 2W, WM. 11.73 ch. E. of the SW. cor. of Lot 6, of said Sec. 16, run thence East 32.55 ch. along the N. Bdry of said claim to the NE. cor. of the Claim; thence South 19.18 ch. along the East Bdry. of the Claim to the NW. cor. of Gilmore Callison DLC.73, in said Twp. &amp; Range Cont. m/l</p> <p><del>238.92</del> ac. <del>19.02</del> ac. <del>800.00</del> ac. <del>00.00</del> ac.</p> <p>Total acres m/l (acreage correction)</p>	<p><del>1932</del></p> <p>1932</p>	<p>Morg.</p> <p>88/55</p> <p>173/245</p>	
	1960		274.08
	1960		283.48

FOR ASSESSMENT AND TAXATION USE ONLY



#16843

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OLD NUMBER

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO.

MAP NO. 18-02-16	TAX LOT NO. 100	SECTION 16	TOWNSHIP 18	RANGE 02W	W.M.	AERIAL PHOTO
LOT NO.	BLOCK NO.	ADDITION	CITY			

INDENT EACH NEW COURSE TO THIS POINT

LEGAL DESCRIPTION

DEED RECORD

ACRES REMAINING

DATE OF ENTRY	DEED NUMBER	ACRES REMAINING
---------------	-------------	-----------------

Beginning at a point 11.73 chains East of the SW corner of Lot 6, Section 16, T18S, R2W of the Willamette Meridian; running thence North 23.94 chains to N line of said Section 16, thence East to the NE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Sec. 16; thence South 23.94 chains, m/l, to the SE corner of said Lot 6; thence West to the POB, in Lane County, Oregon

ALSO: Lots 1, 2, 3, 4, and 5 of said Sec. 16 and that part of the John Smith DLC #48, lying in said Sec. 16, and Lots 5, 6, 7, 10, 11, and 12 of Section 15 all in T18S, R2W, of Willamette Meridian.

ALSO: all that part of the DLC #38 of B. J. Pengra, Not. No. 7422 in T18S, R2W of the WM, lying SW of the middle fork of the Willamette River in Lane County, Oregon.

EXCEPT: All that part of Lot 5 in Sec. 15, T18S, R2W of the WM, which lies S of the Willamette River and South of a line extended East from the NE corner of the Peter Shelley DLC # 54, in said Township and Range to the meandered left bank of the Willamette River, all in Lane County, Oregon.

1966	R281/35154	
1966	R288/49581	
	Agree./Ease. (PASS)	
1967	R288/49582	
1989	R1537/8840794	
	8840795	

FOR ASSESSMENT AND TAXATION USE ONLY

Containing m/l

283.48

EXCEPT: 124.88 acre to Tax Lot 4000 on 18.02. 15 by R288/48700 in 1967.

Containing more or less

158.60

Less: 12.30 acre in Willamette River  
Containing more or less

146.30

EXCEPT: 23.34 acre to Tax Lot 101 by R299/ 68462 and R299/68463 in 1967.

Containing more or less

122.96

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WATER RESOURCES DEPT. SALEM, OREGON

Application No. 84098  
Permit No.







16864 OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES  
OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON 18 02 16 300

YEAR	TAX LOT	SECTION	569 002	TOWNSHIP	RANGE	OR W	W. M.	DEED RECORD		ACRES REMAINING		
	No. 2							16	18		E	2
BEARING		DISTANCE	BEARING REFERENCE OR LEGAL SUBDIVISION									
1972			(continued) Beginning at an iron pin marking the NE corner of the Robert Callison DLC No. 74, T 18 S, R 2 W of the WM, thence West 910.80 ft along an old fence marking the north line of said Claim No. 74 to an iron pipe marking the True Point of Beginning; thence along a line parallel with the fence line marking the east line of said DLC No. 74 to a point marked by an iron pin; thence along a line parallel with the north line of said DLC No. 74 as monumented on the ground to a point marked by an iron pin; thence along a line parallel with the east line of said Claim No. 74 as monumented on the ground to a point marked by an iron pin; thence to a point marked by an iron pin; thence to an iron pin set on the north line of said Claim No. 74, as monumented on the ground; thence along said Claim line to a point marked by an iron pin; thence to a point marked by an iron pipe; thence to a point marked by an iron pin; thence to a point marked by an iron pin; thence to a point marked by an iron pin; thence to a point marked by an iron pin; thence to the true point of beginning, in Lane County, Oregon.								R576/ 88663 88664	
	S0°42'53"E	1468.50 ft										
	West	2059.20 ft										
	N0°42'53"W	1378.40 ft										
	S80°00'E	166.87 ft										
	N27°55'W	134.75 ft										
	East	22.63 ft										
	S27°55'E	139.73 ft										
	S44°35'15"E	191.71 ft										
	S43°02'15"E	332.62 ft										
	North	503.12 ft										
	East	1507.20 ft										
			cont m/1								66.41	
			Except 14.92 ac to TL 304 by WD R576/88665 (1972)									
			cont m/1								51.49	
			Except 4.46 ac out to TL 305 by F I L P O (1972)									
			cont m/1								47.03	

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WATER RESOURCES DEPT  
SALEM, OREGON

FOR ASSESSMENT  
AND TAXATION

USE ONLY

Application No. 84098

Permit No.



#16865-A **OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES**  
 OLD NUMBER (2-2) OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON CODE NO. 001-00

MAP NO. 18-02-16	TAX LOT NO. 301	569.010	16	TOWNSHIP 18 S.	RANGE 2 West	W.M.	AERIAL PHOTO
ACCOUNT NUMBER		SECTION	TOWNSHIP		RANGE	W.M.	
LOT NO.	BLOCK NO.	ADDITION				CITY	

INCENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
		DATE OF ENTRY	DEED NUMBER	
	Beginning 13.80 chains West of the Northeast corner of the Robert Callison and wife D.L.C. #74, Notif. #7036 in Twp.18 South, Range 2 West, W.M., and running thence West along the North line of said D.L.C. 1734.2 feet, which is the point of beginning of the tract hereby conveyed; thence South 230 feet, thence N.49°20' West 153 feet; thence N.32°45' West 155 feet, thence East 200 feet along the North line of said D.L.C. to the point of beginning and containing 0.58 acre more or less, together with a right of way for phone lines, electric lines and the right to travel and to drive stock, teams, carriage farming implements, etc., over and across a strip of land 20 feet in width up the East side of the creek or spring branch from the premises of J.M. Cornelius in the Northeast corner of said D.L.C. #74 in a southerly direction to intersect the County Road which terminates at the buildings of Alex Mathews on said claim; this right of way to be perpetual unto the said Grantors, their heirs and assigns forever. Containing more or less	1958	R.99 13660	0.58
	Beginning at an iron pin marking the northeast corner of the Robert Callison D.L.C. #74 in Twp.18 South, Range 2 West, W.M., run thence west 2645.00 feet along an old fence line marking the north line of said Claim #74 to an iron pin marking the true point of beginning; thence West 200.00 feet continuing along said fence to a point marked by an iron pin; thence S.27°55' East 139.73 to an iron pin; thence S.14°35'15" East 191.7 feet to an iron pin; thence North 260.00 feet to the place of beginning, in Lane County, Oregon. Containing more or less	1964	R.228 27437 (Correction)	0.58
	Correction in acreage	1973 1986 1991bs	R604/19798 R1361/8528077 R1662/9052566	0.68
		1964		0.68

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 M. MAR 15 1999  
 WATER RESOURCES DEPT.  
 SALEM, OREGON

AFDS  
 11-75-PS

Application No. 84098  
 Permit No. . . .

**FOR ASSESSMENT  
 AND TAXATION  
 USE ONLY**



OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OLD NUMBER

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO. 001-00

MAP NO. 18-02-16	TAX LOT NO. 302	569 028				AERIAL PHOTO
ACCOUNT NUMBER	SECTION	TOWNSHIP	S.	RANGE	W.M.	
LOT NO.	BLOCK NO.	ADDITION				CITY

INDENT EACH NEW COURSE TO THIS POINT

LEGAL DESCRIPTION

DEED RECORD

DATE OF ENTRY	DEED NUMBER	ACRES REMAINING
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Beginning at an iron pin marking the northeast corner of the Robert Callison D.L.C. #74, in Twp.18 South, Range 2 West, W.M., thence West 2418.00 feet along an old fence marking the north line of said claim #74, to an iron pin marking the true point of beginning; thence West 227.00 feet continuing along said fence to a point marked by an iron pin; thence South 260.00 feet to a point marked by an iron pin; thence S.43°02'15"East 332.62 feet to a point marked by an iron pin; thence North 503.12 feet to the true point of beginning, in Lane County, Oregon. Also: A non-exclusive right to the use of a right of way over and across a strip of land 20 feet in width as the same presently exists down the east side of the creek or spring branch from the terminus of the existing County road in the East half of Northwest quarter of Section 21, Twp.18 South, Range 2 West, W.M., to its intersection with the south line of the grantors herein at a point 22.25 chains south of the north line of the Robert Callison D.L.C. #74 in said Twp. and Range as originally set forth in deed from J.M. Cornelius and wife to J.R. Marshall recorded in Book 76 of Deeds page 266, Records of Lane County, Oregon, together with an easement and right of way across the lands of the grantors herein from the point where the existing roadway above described crosses the south boundary of the lands of the grantors herein along the existing line of said right of way crossing said creek and continuing northerly along the west side thereof to the north boundary of said Robert Callison D.L.C. #74.

1961	R.150	
	94704	
1980	R1070/	
	21946	
1991bs	R1662/9052566	

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MAR 15 1999

WATER RESOURCES DEPT. SALEM, OREGON

Containing more or less

1.99

Application No. 84098  
Permit No.

FOR ASSESSMENT AND TAXATION USE ONLY



16863 OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES 18-02-16  
18-02-16 400 OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON 400

YEAR	TAX LOT	SECTION	TOWNSHIP	RANGE	OR. W.	W. M.	DEED RECORD		ACRES REMAINING	
	No.						YOL.	PAGE		
	1	16	569 036 18 S	E	2	W. M.				
			BEARING REFERENCE OR LEGAL SUBDIVISION							
1941			Begin at the Northeast corner							
1970			of the Robert Callison DLC No. 74						R467/94490	
1973			Notf. No. 7036, in Tp. 18 S R						R618/	
			2 W.M., and running thence						34231	
	West	13.80 ch	along the North line of the claim, thence							
	South	22.25 ch	parallel to the East line of the claim, thence							
	East	13.80 ch	parallel to the North line of the claim, thence							
	North	22.25 ch	along the East line of the Claim, to the place of beginning, in Lane County, Oregon, containing more or less							30.70

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MAR 15 1999

WATER RESOURCES DEPT  
SALEM, OREGON

Application No. 84098  
Permit No.

FOR ASSESSMENT  
AND TAXATION  
USE ONLY





18-02-21- 7.00

570 075

Application No. 84098  
Permit No.

INDIVIDUAL WARRANTY DEED 4-1-1991, 20000-03777 21 1e 02 21 200 Code 1-13 ACCT. #570075

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MAR 15 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

8938651

HOMER L. AUBREY and VELMA AUBREY as Tenants by the Entirety  
conveys and warrants to

CAROLYN S. CHAMBERS TRUSTEE OF the CAROLYN S. CHAMBERS TRUST  
the following described real property situated in LANE County, OREGON  
free of encumbrances except as specifically set forth herein, to-wit:

SEE ATTACHED EXHIBIT "A"

2476AUG.29'89WDSREC 10.00  
2476AUG.29'89WDSRFUND 10.00

This conveyance is subject to and except EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RECORD; 1989-90 taxes, & lien not yet payable

The true consideration for this conveyance is \$ 27,555.00

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND  
USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE  
PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

Dated: August 25, 1989

*Homer L. Aubrey*  
HOMER L. AUBREY

*Velma Aubrey*  
VELMA AUBREY

FOR ASSESSMENT  
AND TAXATION  
USE ONLY

8938651

WESTERN PIONEER TITLE CO. of Lane County

STATE OF OREGON  
County of LANE  
This instrument was acknowledged before me on AUGUST 25, 1989 by  
Homer L. Aubrey and Velma Aubrey

NOTARY PUBLIC  
Notary Public for Oregon  
3/20/90  
My commission expires:

Unless a change is requested, all tax statements shall be sent to the following address:

P O BOX 640  
PLEASANT HILL, OREGON 97455  
TAX ACCT. NO. 570075



8938651

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MAR 15 1999

WATER RESOURCES DEPT  
SALEM, OREGON

Legal Description

Beginning at the Southwest corner of the Gilmore Callison D.L.C. No.73 in Township 18 South, Range 2 West of the Willamette Meridian; thence NORTH along the West line of the said C. Callison D.L.C. No.73 560.00 feet to the TRUE POINT OF BEGINNING; thence continuing along the West boundary of said D.L.C. No.73 NORTH 1118.00 feet; thence running at right angles to said West boundary EAST 619.00 feet; thence running parallel to and 619.00 feet Easterly of the West boundary of said D.L.C. No. 73 SOUTH 1652.16 feet to a point on the North margin of Ridgeway Road said point being 25 feet from, when measured at right angles to, the centerline of said Ridgeway Road; thence along the North margin of Ridgeway Road parallel to and 25 feet Northerly of the centerline of said Ridgeway Road North 89°49'00" West 60:00 feet to a point which is 559.00 feet Easterly of, when measured at right angles to, the West boundary of said D.L.C. No. 73; thence leaving said North margin parallel to and 559 feet Easterly of the West line of said D.L.C. No.73 NORTH 260.62 feet; thence WEST 279.00 feet to a point which is 280 feet Easterly of when measured at right angles to the West boundary of said D.L.C. No. 73; thence parallel to and 280 feet Easterly of the West boundary of said D.L.C. No.73 NORTH 273.62 feet; thence WEST 280.00 feet to the TRUE POINT OF BEGINNING, all in Lano County Oregon.

Containing: 18.37 Acres more or less

18 02 21 00

002003

8938651

State of Oregon,  
County of Lane—s/

I, the County Clerk, in and for the said County, do hereby certify that the within instrument was recorded by record of

71 43 23 10: 21

1590R

Ref

Lane County OFFICIAL RECORDS  
Lane County Clerk

*John E. Finner*

FOR ASSESSMENT  
AND TAXATION  
USE ONLY

card 2 of 2

Application No. 84098

Permit No. . .



OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

CODE NO.

OLD NUMBER

MAP NO. 18 02 21

TAX LOT NO. 1200

200 570 275

AERIAL PHOTO

ACCOUNT

NUMBER

SECTION

TOWNSHIP

S.

RANGE

W.M.

LOT NO.

BLOCK NO.

ADDITION

CITY

INDENT EACH NEW COURSE TO THIS POINT

LEGAL DESCRIPTION

DEED RECORD

DATE OF ENTRY

DEED NUMBER

ACRES REMAINING

thence West 60.26 chains, thence 3977.16  
 North 22.36 chains, thence 1475.76  
 West 20.12 chains, thence 1327.92  
 North to the line between Sections 17 and 20,  
 thence West to East line of DLC No.46; thence  
 North to Northeast corner of said Claim No.46,  
 thence West to a section line between Sections 17  
 and 18, thence 1580.04  
 North to a point 23.94 chains South of the  
 Northwest corner of Section 17, thence  
 East to the point of beginning, all in Lane  
 County, Oregon.

EXCEPT that portion conveyed to the State of  
 Oregon by deed recorded June 29, 1972, as REcorder's  
 Reception No.6092, Lane County Oregon Deed Records,  
 Lane County, Oregon.

Cont. m/1

283.22

Application No 84098  
 Permit No.

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MAR 15 1999

WATER RESOURCES DIVISION SALEM, OREGON

FOR ASSESSMENT  
 AND TAXATION  
 USE ONLY



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MAR 15 1999

WATER RESOURCES DEPT

16806  
OLD NUMBER

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY OREGON

001-00

MAP NO. 18.02.21	TAX LOT NO. 1200	570-213	SECTION 16	TOWNSHIP 18	R. RANGE 2W	W.M.	AERIAL PHOTO
ACCOUNT	NUMBER						
LOT NO.	BLOCK NO.	ADDITION			CITY		

INDENT EACH NEW COURSE TO THIS POINT

LEGAL DESCRIPTION

DEED RECORD

DATE OF ENTRY	DEED NUMBER	ACRES REMAINING
---------------	-------------	-----------------

Beginning 45 chains West of the Northeast corner of DLC #74, Notf. #7036 in Section 16, Township 18 South, Range 2 West, WM, in Lane County, Oregon; thence run South 22.25 chains, thence run East 45.0 chains, thence run South to the Southeast corner of said Claim #74; thence run West 60.26 chains, thence run North 22.36 chains, thence run West 20.12 chains, thence run North the line between Section 17 & 20; thence run West to the East line of DLC #46, Notf. #7284; thence run North to the Northeast corner of said claim #46; thence run West to the Section line between Section 17 & 18; thence run North to a point, 23.94 chains South of the Northwest corner of Section 17, and thence run East to the point of beginning, containing 845.54 acres of land in Lane County, Oregon.

1961	201/364 R.146 89155	
1978	R929/53570	

FOR ASSESSMENT AND TAXATION USE ONLY

Also- Gov't Lots 1, 2 & 3 of Section 20 Twp. 18 South, Range 2 West, W.M.,

Containing more or less  
Less: 1.00 acre in county road.

Containing more or less  
LESS 0.08 ac. to Co. Rd. #314, 1966  
Cont. m/1

Except: 22.76 ac. to T.L.(1900) in 18-02-20 per R429/58120. (1969)  
Cont. m/1

EXCEPT: 561.24 ac to TL 1201 by WD R592/6092 (1972)  
cont m/1

		868.30
		867.30
		867.22
		844.46
		283.22

2970'  
Beginning 45 chains West of the Northeast corner of DLC No.74, in Twoship 18 South, Range 2 West of the WM, thence  
South 22.25 chains, thence 1468.5'  
East 45 chains, thence  
South to Southeast corner of said Claim No.74,  
thence

1981	R1151/81-34348	
1989	R1576/8923819	
1991bs	R1662/9052566	

Application No. 84098  
Permit No. ...



RECEIVED

MAR 15 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

3122 STAHLBUSH ISLAND ROAD  
CORVALLIS, OREGON 97333-2709 USA

• PHONE: (541) 757-1497  
• FAX: (541) 754-1847

• WEB: www.stahlbush.com  
• EMAIL: sif@stahlbush.com

March 11, 1999

Attn: Water Rights Permits  
Water Resources Department  
Commerce Building  
158 12th St NE  
Salem, OR 97310-0210

Dear Sir/Madam:

Enclosed are application materials for a Surface Water Right in Lane County. The following requested materials are enclosed: Application for a Permit to Use Surface Water; assessor's map (4 copies each of 2 sections); Receipt for Request for Land Use Information; Form I; check for \$575. This permit pertains to purchase of stored water; therefore, also enclosed is a duplicate of the contract application submitted to the Bureau of Reclamation. If you should require additional information, please contact me at 541-757-1497. Thank you for your assistance.

Sincerely,



Mary M King  
Engineer

Enclosures: 7

Application # 84098  
Permit #







# Oregon

John A. Kitzhaber, M.D., Governor

## Water Resources Department

Commerce Building  
158 12th Street NE  
Salem, OR 97310-0210  
(503) 378-3739  
FAX (503) 378-8130

March 18, 1999

Stahlbush Island Farms  
William Chambers  
3122 Stahlbush Island Rd  
Corvallis, OR 97333

REFERENCE FILE: H-1076

Dear Mr. Chambers:

I have received the above listed application for a Permit to Use Water and have assigned it the temporary file number referenced above. Please refer to that number when corresponding with the Department.

The application is being held pending further information prior to being accepted for filing. Please provide the following:

- ▶ You are applying to use stored water purchased from the Bureau of Reclamation; therefore you must amend the application page 3, section B to reflect the amount of water proposed to 775 acre-feet rather than the instantaneous rate of 2700 GPM. Your fees for the application will be based upon the amount of stored water you will be using.
- ▶ Fees for 775 acre-feet total \$1,115. for examination fees. Please refer to the enclosed worksheet for the calculations. Because you've submitted \$575, the balance due for *examination fees* is \$540. Permit recording fees of \$175 may be submitted at this time, if you wish.

Please submit the requested information by April 1, 1999 or the application and supporting documents will be returned, and any fees paid will be returned.

If you have any questions, please call me at (503)378-8455 ext. 229, or toll-free in Oregon at 1-800-624-3199 extension 229.

Sincerely,

Anita M. Huffman  
Water Rights Examiner

Application No. 84098  
Permit No. -

cc: FILE



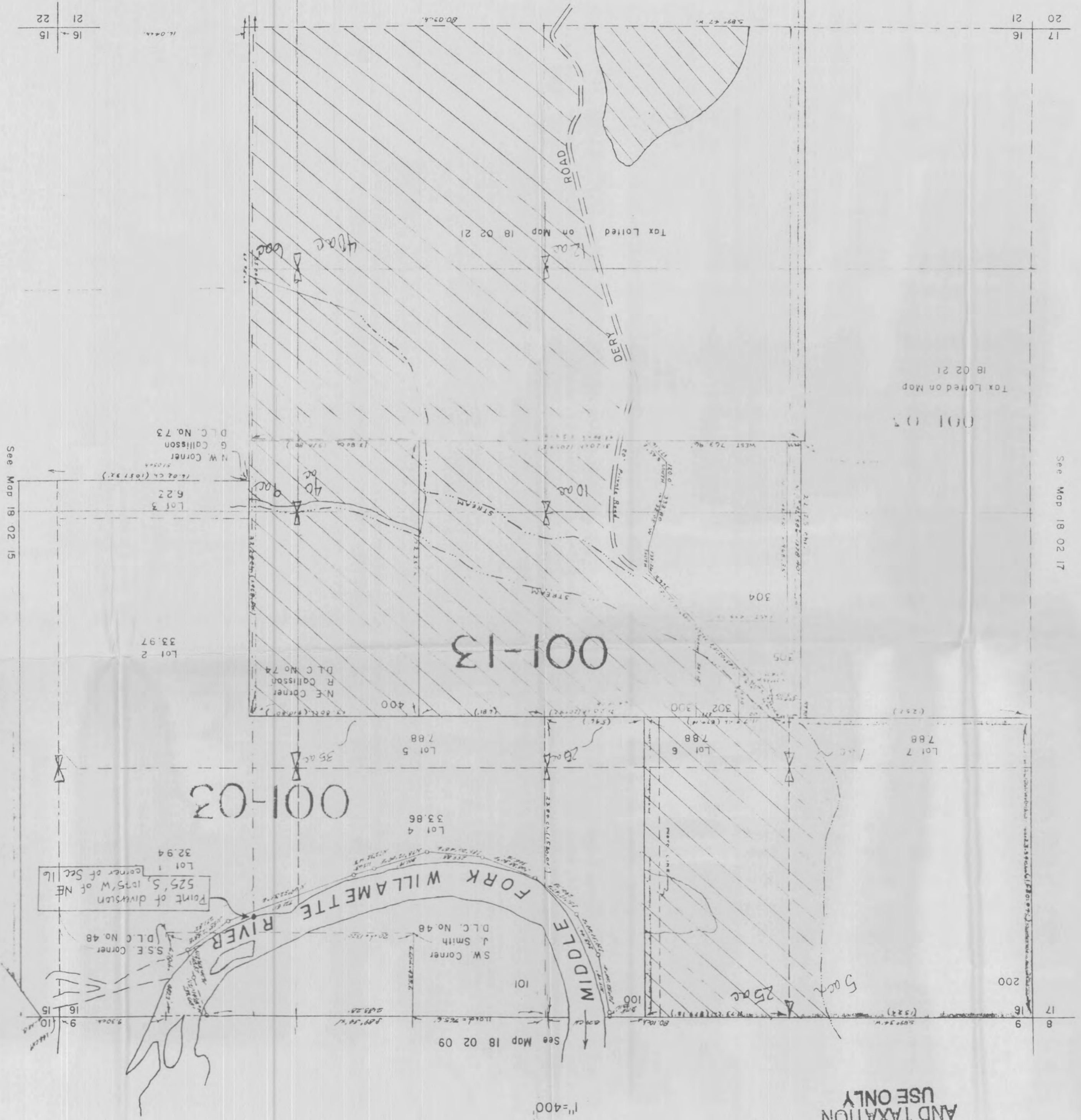
20 17  
16 16  
N 858,713  
E 1,356,603

8 9  
17 16  
N 863,989  
E 1,356,795

Section 16 T18S, R2W.W.M.  
LANE COUNTY  
FOR ASSESSMENT  
AND TAXATION  
USE ONLY

1"=400'

18 02 16  
21 15 35  
(cont.)



See Map 18 02 15

See Map 18 02 17

See Map 18 02 21

16 15  
21 22  
N 858,598  
E 1,361,904

N  
↓



FOR ASSESSMENT  
AND TAXATION  
USE ONLY

Section 16 T.18S. R.2W.W.M.

LANE COUNTY

1"=400'

18 02 16

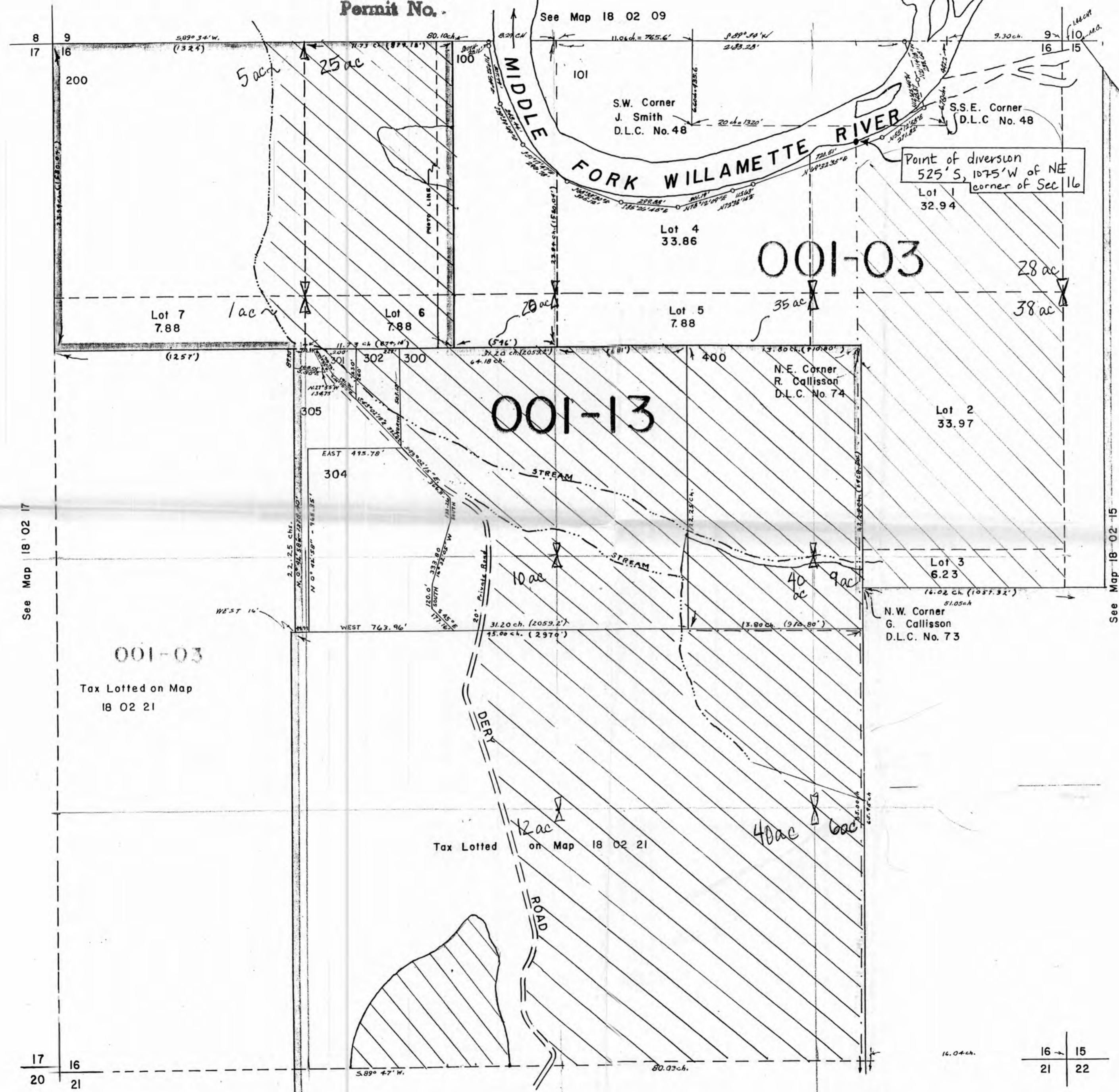
3-15-35  
(copies)

RECEIVED

MAR 15 1999

WATER RESOURCES DEPT.  
SALEM, OREGON

Application No. 84098  
Permit No. -



8 9  
17 16  
N 863,989  
E 1,356,795

9 10  
16 15  
N 863,886  
E 1,362,079

SUPERSEDED

SUPERSEDED



See Map 18 02 17

See Map 18 02 15

001-03

Tax Lotted on Map  
18 02 21

001-13

Tax Lotted on Map 18 02 21

17 16  
20 21  
N 858,713  
E 1,356,603

16 15  
21 22  
N 858,598  
E 1,361,904

17 16  
20 21

16 15  
21 22

See Map 18 02 21



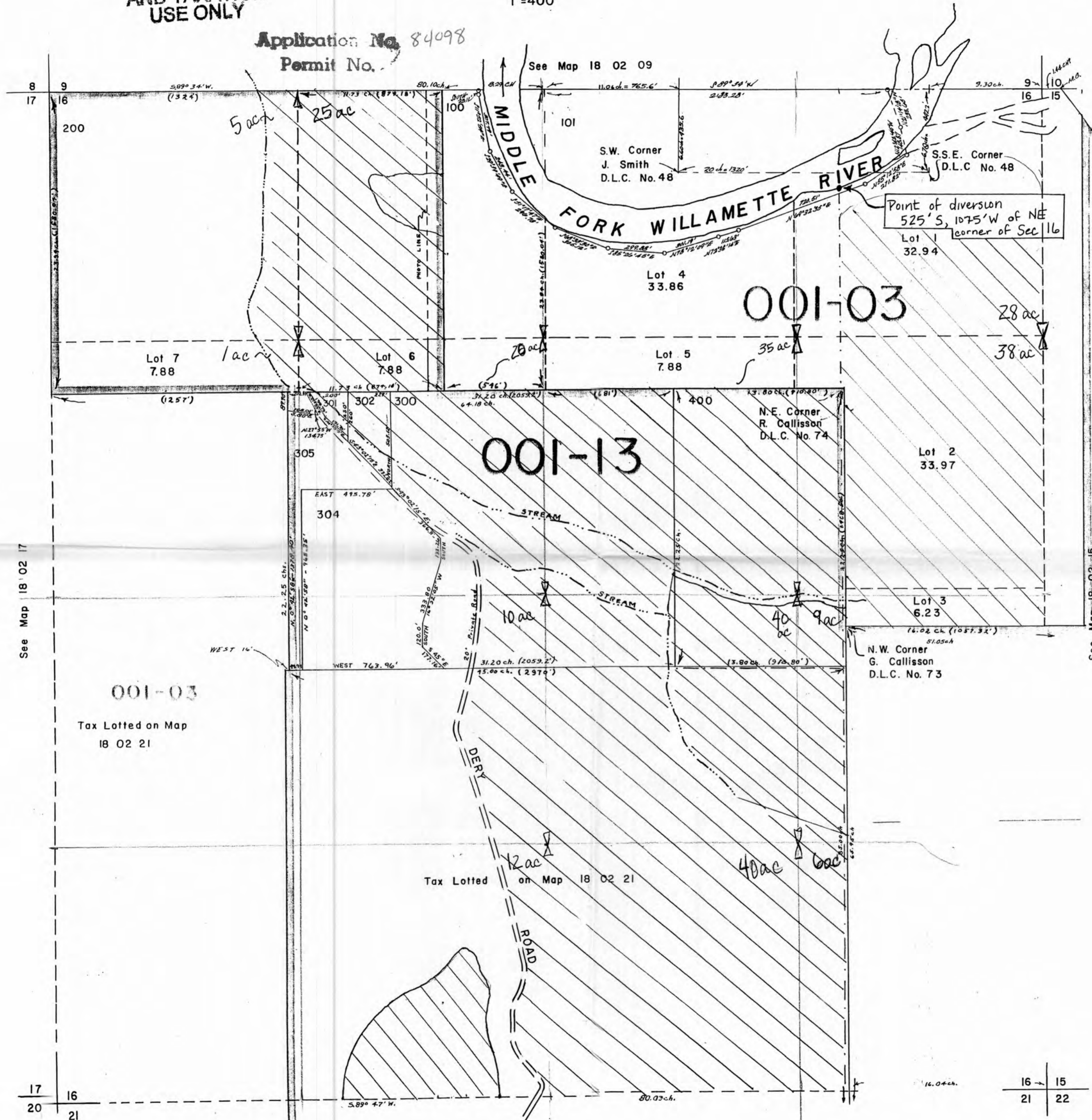
FOR ASSESSMENT  
AND TAXATION  
USE ONLY

Section 16 T.18S. R.2W.U.M.  
LANE COUNTY  
1"=400'

18 02 16  
3-15-35  
(cont.)

RECEIVED  
MAR 15 1999  
WATER RESOURCES DEPT.  
SALEM, OREGON

Application No. 84098  
Permit No.



8 9  
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N 863,989  
E 1,356,795

9 10  
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17 16  
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16 15  
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E 1,361,904



Section 16 T.18S. R.2W.M.

LANE COUNTY

FOR ASSESSMENT AND TAXATION USE ONLY

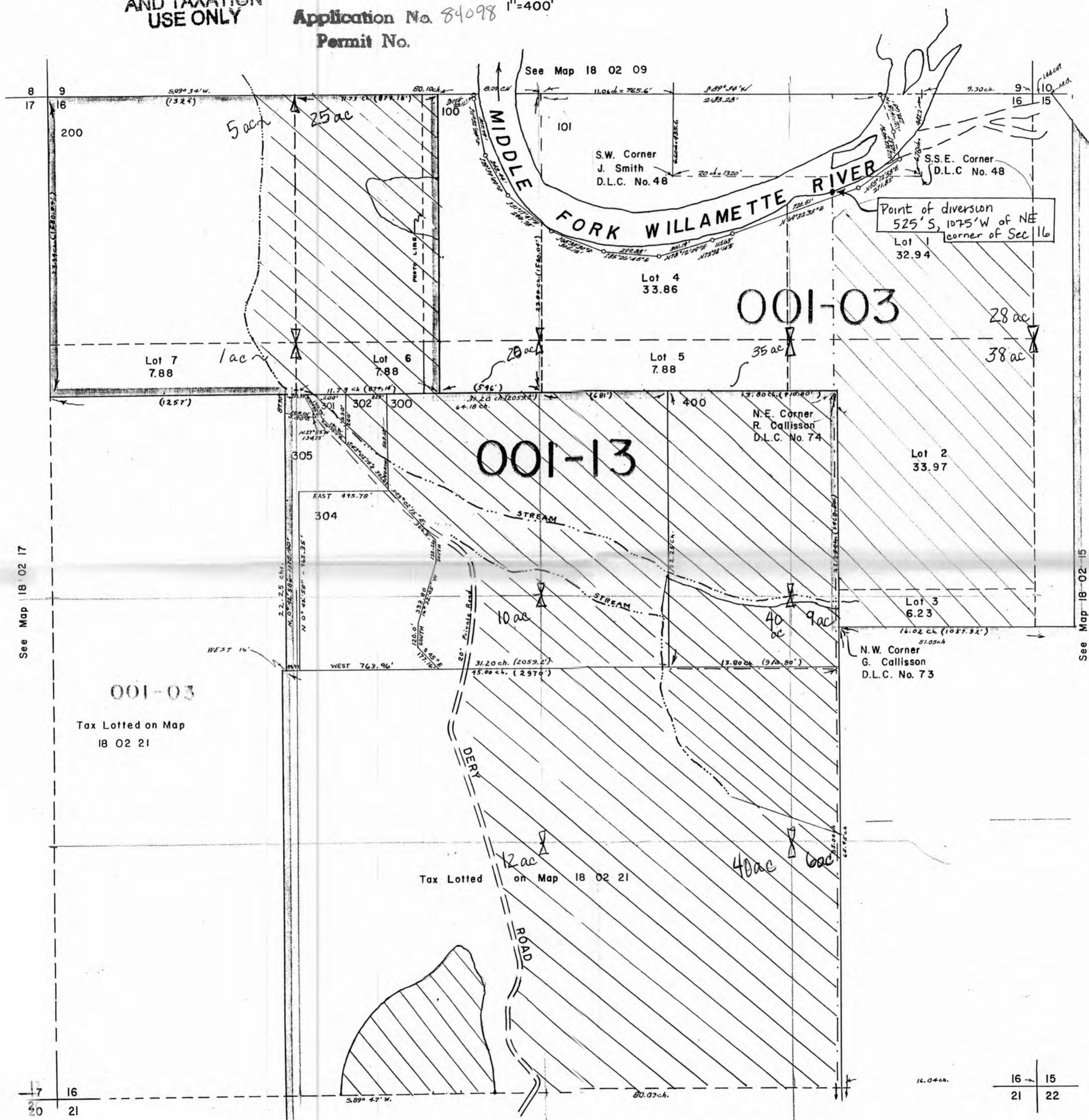
Application No. 84098 1"=400'  
Permit No.

18 02 16

3-15-85  
(CODES)

RECEIVED

MAR 15 1999  
WATER RESOURCES DEPT.  
SALEM, OREGON



N 863,989  
E 1,356,795

9 10  
16 15  
N 863,886  
E 1,362,079

N

See Map 18 02 17

See Map 18-02-15

Tax Lotted on Map 18 02 21

Tax Lotted on Map 18 02 21

N 858,713  
E 1,356,603

N 858,598  
E 1,361,904

17 16  
20 21

16 15  
21 22

See Map 18 02 21



FOR ASSESSMENT  
AND TAXATION  
USE ONLY

Section 16 T.18S. R.2W.W.M.

LANE COUNTY

1"=400'

18 02 16

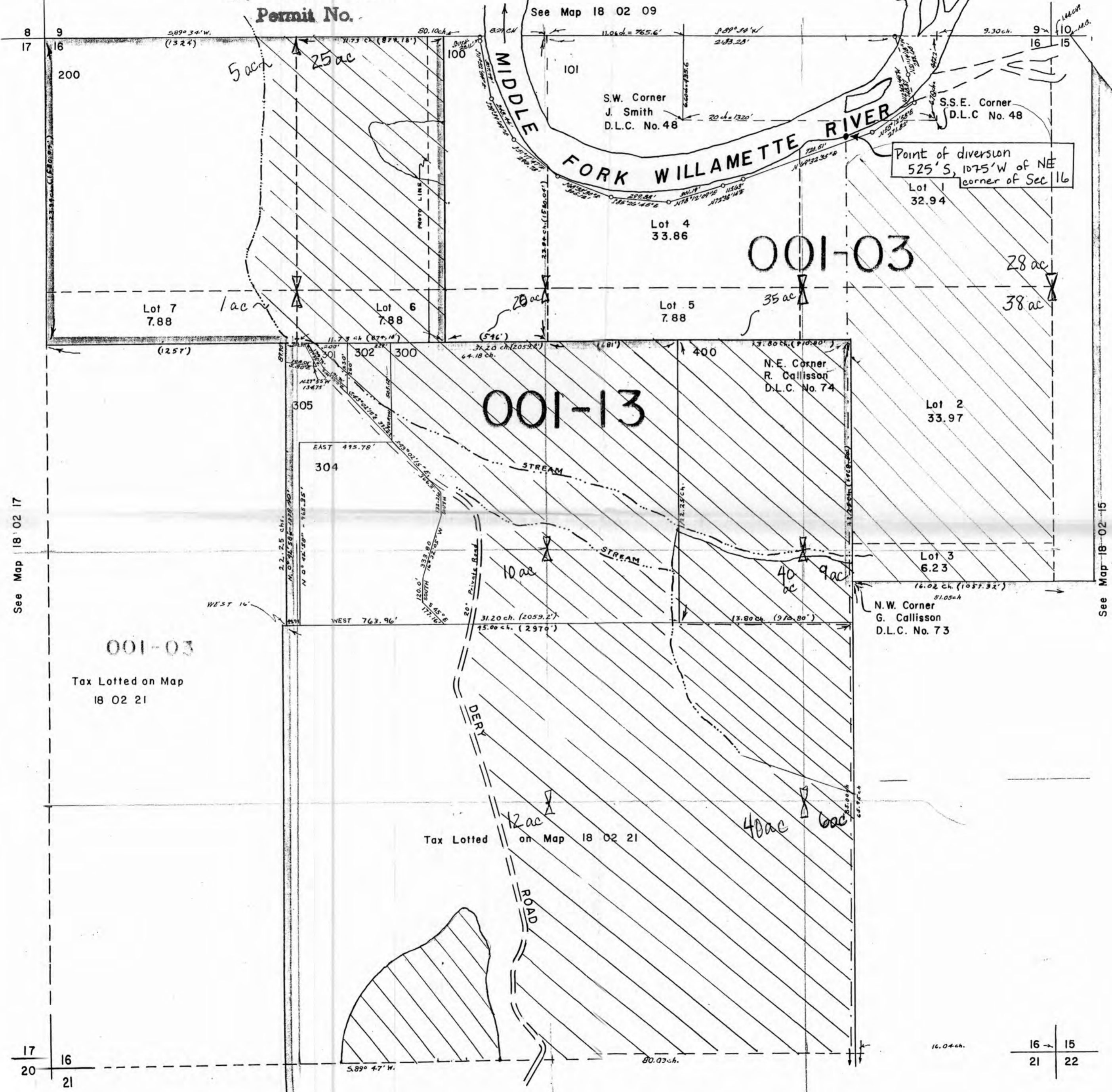
3-15-85  
(CODES)

RECEIVED

MAR 15 1999

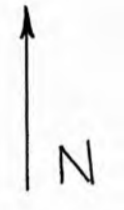
WATER RESOURCES DEPT.  
SALEM, OREGON

Application No. 84098  
Permit No.



N 863,989  
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N 858,598  
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17 16  
20 21

16 15  
21 22

See Map 18 02 21



FOR ASSESSMENT  
AND TAXATION  
ONLY

SECTION 21 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1" = 400'

DATE	REVISION	EMPLOYEE
6-11-97	NEW MAP ON CAD SYSTEM	LCA414
6-11-97	RD OLD 1100 & 1500	LCA414
6-12-97	PTN. 1400 INTO RD.	LCA479
7-1-97	PL CORRE. TL 1500	

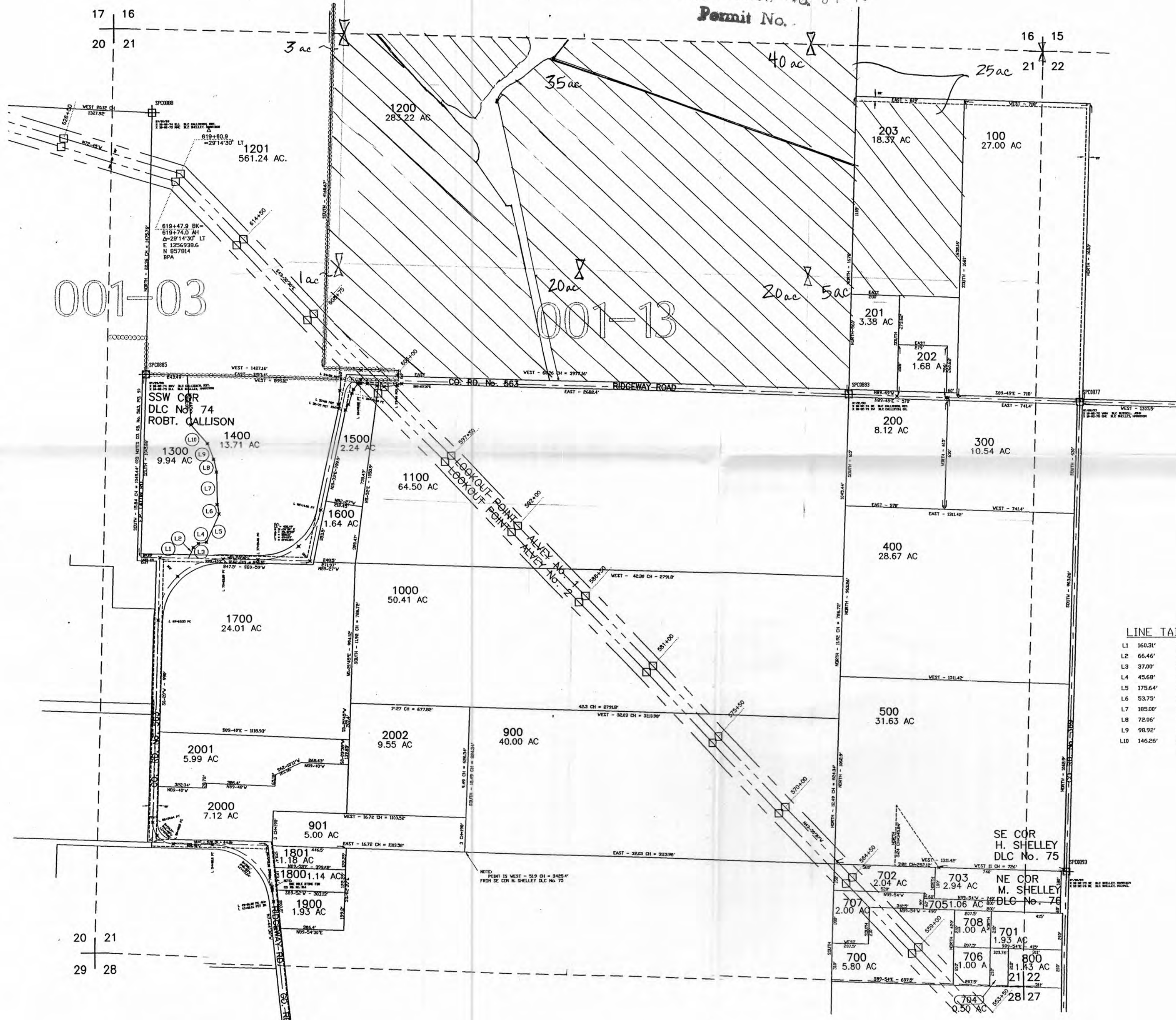
18 02 21

C.A.D. SYS.

RECEIVED  
MAR 15 1999  
WATER RESOURCES DEPT.  
SALEM, OREGON

SEE MAP 18 02 16 00

Application No. 84098  
Permit No.



CANCELLED

SEE MAP 18 02 22 00

LINE TABLE

L1	160.31'	S 88-31'21" E
L2	66.46'	N 25-09'51" E
L3	37.00'	N 50-44'36" E
L4	45.68'	N 80-25'51" E
L5	175.64'	N 24-27'36" E
L6	53.75'	N 11-30'09" V
L7	185.00'	N 00-41'39" V
L8	72.06'	N 12-58'39" V
L9	98.92'	N 19-56'39" V
L10	146.26'	N 38-07'54" V

SEE MAP 18 02 28 00



FOR ASSESSMENT  
AND TAXATION  
ONLY

SECTION 21 T.18S. R.2W. W.M.  
LANE COUNTY

SCALE 1" = 400'

DATE	REVISION	EMPLOYEE
6-11-97	NEW MAP ON CAD SYSTEM	LCAT414
6-11-97	RD. DED. 1100 & 1500	LCAT414
6-12-97	PTN. 1400 INTO RD.	LCAT479
7-1-97	PL. CORR. TL. 1500	

18 02 21

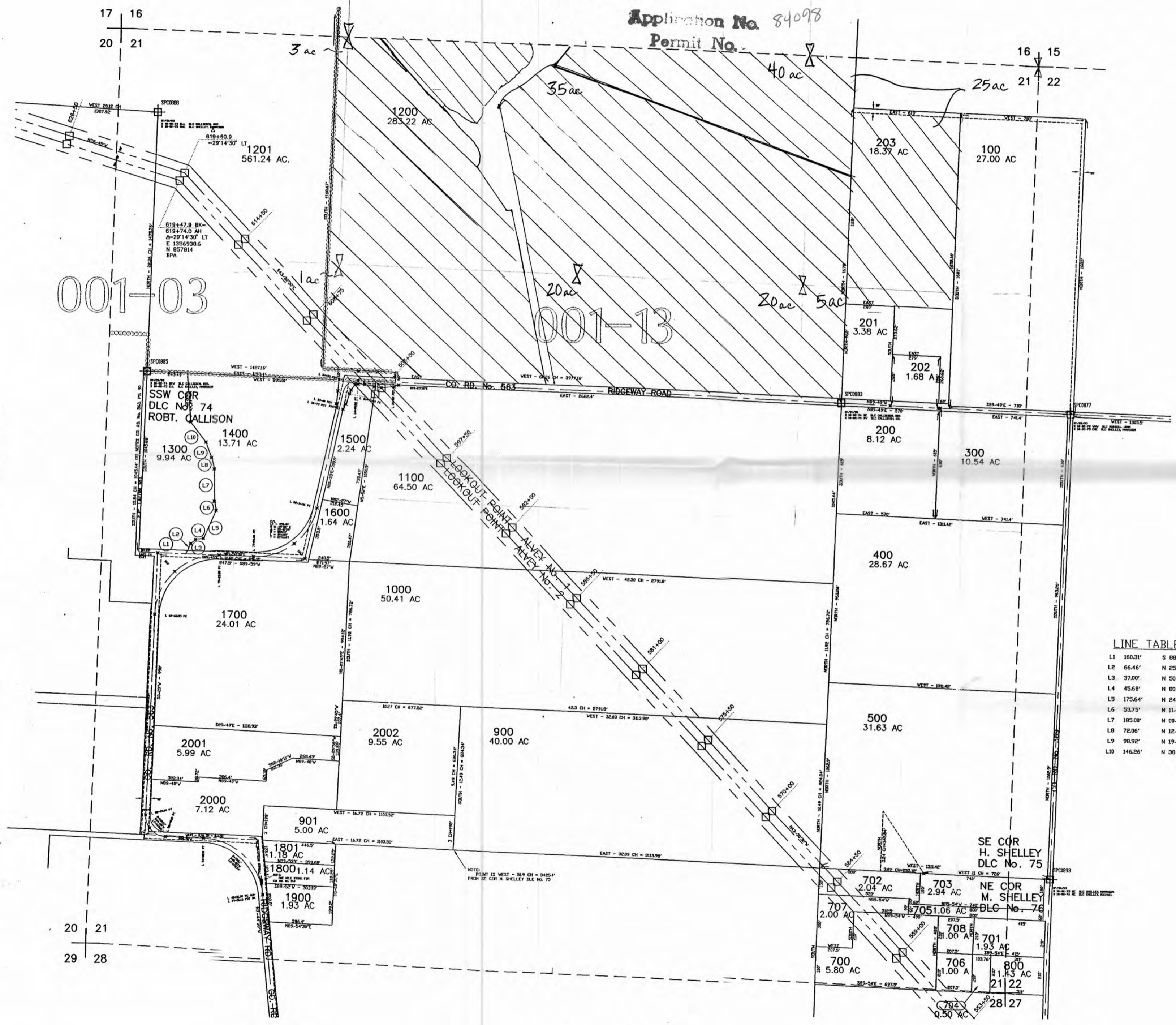
C.A.D. SYS.

RECEIVED  
MAR 15 1999  
WATER RESOURCES DEPT.  
SALEM, OREGON

SEE MAP 18 02 16 00

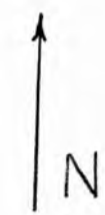
Application No. 84098  
Permit No.

CANCELLED



001-03

001-13



LINE TABLE

L1	160.31'	S 88-31'21" E
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L7	185.00'	N 00-41'39" W
L8	72.06'	N 12-58'39" W
L9	98.92'	N 19-56'39" W
L10	146.26'	N 38-07'54" W

SEE MAP 18 02 20 00

SEE MAP 18 02 22 00

SEE MAP 18 02 28 00





## Receipt for Reque

Name of water right applicant: Myah

*This receipt must be signed by a local government to present this form. This receipt must be included in ment cannot provide the requested land use informa*

City or County: Lane Co.

Staff contact: S. Helfrich

Signature: S. Helfrich



## Additional Information

---

ment

)

# NEW APPLICATION ROUTE SLIP

RECEIPTING 3-24-99 hw

DATA CENTER M.R. 5-26-99

GROUNDWATER YES      NO     

HANNAH (Powerbuilder) 3/31/99 hw

FILES     

540  
~~EXP~~ 175  
POOR

**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

RECEIPT # **28473**

158 12TH ST. N.E.  
SALEM, OR 97310-0210  
378-8455 / 378-8130 (FAX)

INVOICE # \_\_\_\_\_

RECEIVED FROM: Stahlbush Island Farms  
BY: \_\_\_\_\_

APPLICATION	84098
PERMIT	
TRANSFER	

CASH:  CHECK: #  24-22 OTHER: (IDENTIFY)

TOTAL REC'D \$ 715.00

**0417 WRD MISC CASH ACCT**

ADJUDICATIONS	\$
PUBLICATIONS / MAPS	\$
OTHER: (IDENTIFY)	\$
OTHER: (IDENTIFY)	\$

**RECEIVED  
OVER THE COUNTER**

**REDUCTION OF EXPENSE**

CASH ACCT.	\$
VOUCHER #	

**0427 WRD OPERATING ACCT**

**MISCELLANEOUS**

0407 COPY & TAPE FEES	\$
0410 RESEARCH FEES	\$
0408 MISC REVENUE: (IDENTIFY)	\$
(New) TC162 DEPOSIT LIAB. (IDENTIFY)	\$

*PR #66111*

**WATER RIGHTS:**

0201 SURFACE WATER	EXAM FEE	0202	RECORD FEE
0203 GROUND WATER	\$ <u>540.00</u>	0204	\$ <u>175.00</u>
0205 TRANSFER	\$	0206	\$
<b>WELL CONSTRUCTION</b>	<b>EXAM FEE</b>		<b>LICENSE FEE</b>
0218 WELL DRILL CONSTRUCTOR	\$	0219	\$
LANDOWNER'S PERMIT		0220	\$

OTHER (IDENTIFY) \_\_\_\_\_

**0437 WELL CONST. START FEE**

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

**0539 LOTTERY PROCEEDS**

1302 LOTTERY PROCEEDS	\$
-----------------------	----

**0467 HYDRO ACTIVITY**

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

RECEIPT # **28473**

DATED: 3-24-99 BY: Roger Wright



**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

RECEIPT # **28296**

158 12TH ST. N.E.  
SALEM, OR 97310-0210  
378-8455 / 378-8130 (FAX)

INVOICE # 84098

RECEIVED FROM: Stahlbush Island Farms  
BY: \_\_\_\_\_

APPLICATION	<u>FF-1076</u>
PERMIT	
TRANSFER	

CASH:  CHECK: # 12422 OTHER: (IDENTIFY)

TOTAL REC'D \$ 575.00

**0417 WRD MISC CASH ACCT**

ADJUDICATIONS	\$
PUBLICATIONS / MAPS	\$
OTHER: (IDENTIFY)	\$
OTHER: (IDENTIFY)	\$

**REDUCTION OF EXPENSE**

CASH ACCT.	\$
VOUCHER #	

**0427 WRD OPERATING ACCT**

MISCELLANEOUS		\$
0407 COPY & TAPE FEES		\$
0410 RESEARCH FEES		\$
0408 MISC REVENUE: (IDENTIFY)		\$
(New) TC162 DEPOSIT LIAB. (IDENTIFY)		\$

<b>WATER RIGHTS:</b>	<b>EXAM FEE</b>		<b>RECORD FEE</b>
0201 SURFACE WATER	\$ <u>575.00</u>	0202	\$
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$	0206	\$
<b>WELL CONSTRUCTION</b>	<b>EXAM FEE</b>		<b>LICENSE FEE</b>
0218 WELL DRILL CONSTRUCTOR	\$	0219	\$
LANDOWNER'S PERMIT		0220	\$
OTHER (IDENTIFY)			

*PUA # 66111*

**0437 WELL CONST. START FEE**

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

**0539 LOTTERY PROCEEDS**

1302 LOTTERY PROCEEDS	\$
-----------------------	----

**0467 HYDRO ACTIVITY**

	<b>LIC NUMBER</b>	
0233 POWER LICENSE FEE (FW/WRD)		\$
0231 HYDRO LICENSE FEE (FW/WRD)		\$
HRDRO APPLICATION		\$

RECEIPT # **28296**

DATED: 3-15-99 BY: Roger Wright