

Name Kenneth LaFon  
 By \_\_\_\_\_  
 Address 40355 Little Fall Creek Road  
Fall Creek, Oregon 97438

Application No. 55581  
 Permit No. 42525  
53061  
 Certificate No. \_\_\_\_\_  
 Stream Index, Page No. 2-78D

FEES PAID		
Date	Amount	Receipt No.
3-21-77	35.40	59178
FEES REFUNDED		
Date	Amount	Check No.

Date filed 21 March 1977  
 Priority March 21, 1977  
 Action suspended until OK cat  
 Return to applicant \_\_\_\_\_  
 Date of approval FCB 2 1978

**ASSIGNMENTS**

Date	To Whom	Address	Volume	Page

**CONSTRUCTION**

Date for beginning FCB 2 1979  
 Date for completion OCT 1 1979  
 Extended to \_\_\_\_\_  
 Date for application of water OCT 1 1980  
 Extended to \_\_\_\_\_

**REMARKS**

Form 130 Sat; FEB 14 1985  
2nd Reminder letter Sat on 3-15-85  
SEE A-13887, F-2741

**PROSECUTION OF WORK**

Form "A" filed \_\_\_\_\_  
 Form "B" filed Completed  
 Form "C" filed March 9, 1978

**FINAL PROOF**

Blank mailed \_\_\_\_\_  
 Proof received \_\_\_\_\_  
 Date certificate issued MAY 7 1985

Form C (690-9-77)

**IMPORTANT**—This form is a notice to the Water Resources Director that permittee is ready to make **final proof** to the extent to which the water has actually been applied to the intended use under the terms of the permit. Permittee is cautioned that Certificate of Water Right will be issued based on the extent of the quantity and use as determined by the **final proof** inspection and survey which will be made in response to the filing of this Form C.

**NOTE:** In the case of an irrigation permit, this Form C should not be mailed to the Water Resources Department until all of the land described in the permit, which it is intended to irrigate under this permit at any time, has actually been irrigated.

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when all of the water has been applied.

Application No. ~~42525~~

RECEIVED  
MAR 9 1978  
WATER RESOURCES DEPT.  
SALEM, OREGON

OK

**NOTICE OF COMPLETE APPLICATION OF WATER TO A BENEFICIAL USE**

*Kenneth LaFon*, the holder of Permit No. *42525*

to appropriate the public waters of the state of Oregon, completely applied the waters to a beneficial use in accordance with the terms of said permit, on the *1* day of *April*, 19*77*.

Remarks: \_\_\_\_\_

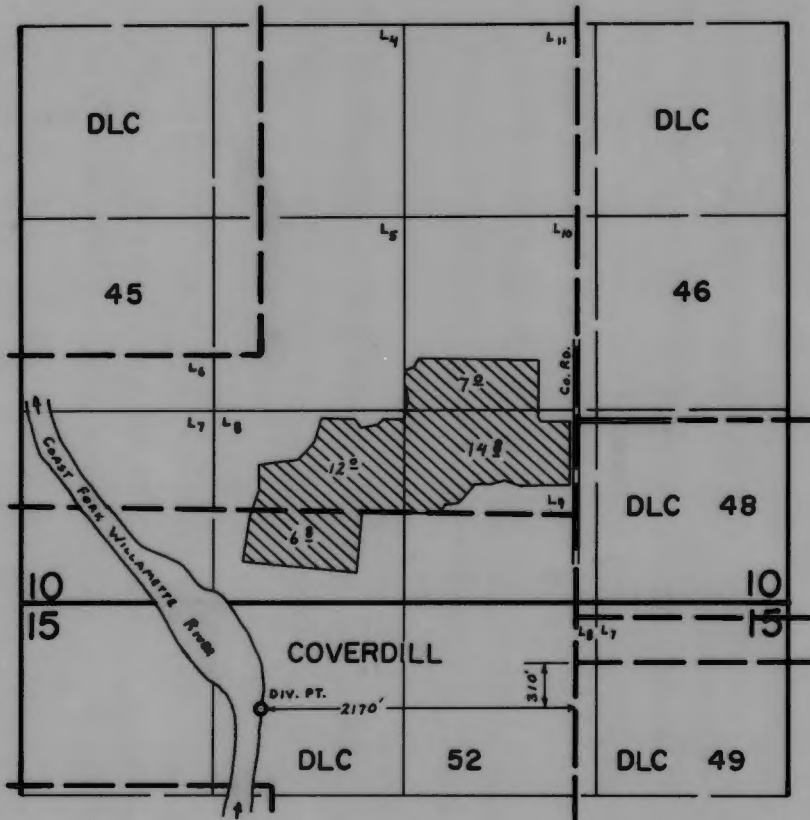
IN WITNESS WHEREOF, I have hereunto set my hand this *8* day of *March*, 19*78*.

*Kenneth LaFon*  
(Signature of Applicant)

*40355 Little Fall Creek, rd., Fall Creek*  
(Address) *97438*



T.20S. R.3W. W.M.



**FINAL PROOF SURVEY**  
UNDER

Application No. 55531 Permit No. 42525  
IN NAME OF

KENNETH LAFON

Surveyed May 23 1979, by C. L. HUGHES



# 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 13 2001

*A 55531*

Zumwalt and Williams  
PO Box 538  
Cottage Grove OR 97424

Subject: Termination of Willamette Basin Project Water Service Contract No. 7-07-10-W0044

Ladies and Gentlemen:

Since payments for annual water service are in arrears, we are hereby terminating Contract No. 7-07-10-W0044, dated April 27, 1977, with Zumwalt and Williams. Please note, this termination does not release you from any outstanding obligations determined by this office to be owed for water service provided under the subject contract.

If you have questions regarding this action, please contact Mike Cobell of this office at the above address or by telephone at (208) 378-5223. If you have any questions regarding the payments outstanding, please contact Nancy Catron of our Finance office at the above address or by telephone at (208) 378-5065.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

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

Mr. Michael Mattick  
Lane County Watermaster  
Central Lane Justice Court  
220 N Fifth  
Springfield OR 97477

Zumwalt and Williams  
80025 Horn Lane  
Cottage Grove OR 97424-9513

**RECEIVED**

JUL 18 2001

WATER RESOURCES DEPT.  
SALEM, OREGON

## STATE OF OREGON

RECEIVED

COUNTY OF

LANE

MAR 18 1985

WATER RESOURCES DEPT  
SALEM, OREGON

## Proof of Appropriation of Water

KENNETH LA FON

of 40355 Little Fall Creek Rd., Fall Creek, State of Oregon 97438, has applied beneficially the waters of Coast Fork Willamette River and Willamette Basin project reservoirs above the point of diversion described herein, constructed under Permit R-1625 a tributary of Columbia River for the purpose of irrigation of 40.6 acres

under Permit No. 42525 and that the use of said waters has been completed under the terms of said permit; that the priority of the right dates from March 21, 1977 that the amount of water for the purposes aforesaid, has been actually beneficially used in the amount of 0.51 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 NE 1/4 NW 1/4 as projected within Coverdill DLC 52, Section 15, T20S, R3W, WM; 310 feet South and 2170 feet West from the NW Corner Vandervert DLC 49.

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, from direct flow and storage from reservoirs constructed under Permit R-1625 and shall be further limited to a diversion not to exceed 2 1/2 acre-feet for each acre irrigated during the irrigation season of each year and is subject to the terms and conditions of Contracts 7-07-10-W0043; 7-07-10-W0044, and 7-07-10-W0045, or a satisfactory replacement between the Bureau of Reclamation and the applicant, copies of which are on file in the records of the Water Resources Department.

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, and to which such right is appurtenant, is as follows:

12.0 acres Lot 8 (SE 1/4 SW 1/4)  
6.8 acres SE 1/4 SW 1/4 as projected within Coverdill DLC 52  
7.0 acres Lot 10 (NW 1/4 SE 1/4)  
14.8 acres Lot 9 (SW 1/4 SE 1/4)  
Section 10  
Township 20 South, Range 3 West, WM

I have read the above and foregoing proof of appropriation of water; I know the contents thereof, and that the facts therein stated are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of Jan., 1985

19.....

Kenneth La Fon





United States Department of the Interior  
BUREAU OF RECLAMATION

PLANNING FIELD BRANCH  
1775-32nd PLACE N.E.  
BOX 7395, SALEM, OREGON 97303

IN REPLY  
REFER TO:

840.

April 29, 1977

Frank and Ellen Overholser  
31097 Cottage Grove-Lorrain Rt.  
Cottage Grove, Oregon 97429

Dear Mr. and Mrs. Overholser:

Enclosed is one duplicate original of the recently executed contract with the United States providing for water service from the Willamette Basin Project. The contract is numbered and dated as follows:

7-07-10-W0043, April 27, 1977

Copies of the contract are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

A form for reporting 1977 water use has been sent to Mr. La Fon to be maintained on a monthly basis. A copy of our letter to Mr. La Fon is enclosed.

Sincerely yours,

*Robert A. Barbo*

Robert A. Barbo  
Chief, Planning Field Branch

Enclosures

cc:  Director, Oregon Water Resources Department (w/copy of encl.)  
District Engineer, Portland District Corps of Engineers (w/copy of encl.)



*Save Energy and You Serve America!*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 27 day of April, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Frank D. and Ellen G. Overholser  
(name)

31097 Cottage Grove-Lorrain Rt., Cottage Grove, Oregon 97429,  
(address)  
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is 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 is the owner of 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 the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:



Water to be Provided by the United States

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for irrigation of the land of the Contractor described as follows:

5.23 acres, SE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 10  
17.00 acres, SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 10      all T. 20 S., R. 3 W., W.M.

Of the land described, 22.23 acres are to be irrigated. The quantity of 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 in no event shall it exceed a total diversion of 47.79 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion: 370 feet south and 2,170 feet west of NW corner of Vandervert DLC 49, T. 20 S., R. 3 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at: Point of diversion.

by means of a measuring device or controlling device to be 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 under the control of the United States or of 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.

#### Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise 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 watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

#### Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. 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. 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) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, 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 therefrom.

#### Water Charges

8. (a) The Contractor shall pay, for all supplies of water delivered under this contract, a minimum charge equal to the annual rate per acre-foot as established under (c) of this article times the

acreage to be irrigated specified in Article 4 and for additional water at the annual rate as established under (c). Prior to the delivery of any water each irrigation season, the Contractor shall make advance payment at the aforesaid rate for the estimated quantity of water desired to be delivered during that season, but in no event less than the amount of the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

(b) Payments hereunder required shall be made at the office of the Bureau of Reclamation at Box 043, 550 West Fort Street, Boise, Idaho 83724, or such other place as may be directed by the Contracting Officer. Any sum of money required to be paid to the United States which remains unpaid after it has become due shall be subject to a penalty of one (1) percent per month from the date of delinquency until it has been paid.

(c) The annual rate per acre-foot of water beginning with the first irrigation season after the effective date of this contract has been established as one dollar (\$1.00) per acre-foot, but that rate is subject to revision from time to time throughout the term of this contract in accordance with the construction, operation, and maintenance costs of the Willamette Basin Project as allocated to the water supply available for irrigation uses, the then requirements of law relating to such allocations and the return of such costs, and the effect of the rate on irrigation development through this and similar contracts. Any revision will be made only as to future charges and only after consultation with the Willamette River Basin Commission, and shall be announced by written notice to the Contractor at least three months prior to the beginning of the irrigation season to which the new rate would be applicable.

#### Benefits Conditioned upon Payment--Termination

9. (a) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor through project facilities during any period in which the Contractor may be in arrears in the advance payment of any charges due the United States.



(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

#### Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five years from the effective date of such acquisition, and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

#### Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.

Arts. 9(b)(c), 10, 11

General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

*Robert A. Bach*  
FOR Regional Director, PN Region  
Bureau of Reclamation  
Box 043, 550 West Fort Street  
Boise, Idaho 83724

*Frank O. Overholser*  
Contractor  
*Eileen H. Overholser*



GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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 a 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 Equal Opportunity 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, 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 this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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 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 the Contracting Officer may direct 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 by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RULES, REGULATIONS, AND DETERMINATIONS

e. (1) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or to modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.



(2) Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor and shall be conclusive upon the parties.

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 part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

g. (1) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

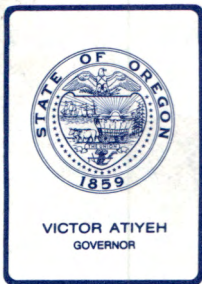
TITLE VI, CIVIL RIGHTS ACT OF 1964  
(Not applicable if Contractor is the actual water user.)

h. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given 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 United States, 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 financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.





**Water Resources Department**  
**MILL CREEK OFFICE PARK**  
555 13th STREET N.E., SALEM, OREGON 97310

**RECEIVED**

JUL 9 1985

WATER RESOURCES DEPT  
SALEM, OREGON

PHONE 378-3066

July 2, 1985

Kenneth La Fon  
40355 Little Fall Creek  
Fall Creek, OR 97438

*I do not intend to replace  
the contract.*  
*Kenneth La Fon*

Dear Mr. La Fon:

REFERENCE: File 55531

We have been advised that the Bureau of Reclamation, acting upon a request from Mrs. Francis Horn, has cancelled Willamette Basin Water Service Contract 7-07-10-W0045. The contract had provided for the use of water for irrigation, as described by Water Resources Department Permit 9996. It appears that your Application 55531, Permit 42525 now covers a portion of the same lands.

Voluntary termination of a water service contract without immediately securing a replacement contract constitutes abandonment of the water right.

Therefore, if it is your intent to keep a right for irrigation of the lands previously covered by contract water, you should secure a replacement contract as soon as possible.

Please let us know if you intend to replace the contract. In reply refer to Files 13884 and 55531.

Sincerely,

*Larry Jebousek*  
LARRY JEBOUSEK  
Administrator  
Water Rights Division

LJ:wpc

cc: L. Gene McGinnis, Watermaster, District 2

9125C

*No other owners under 7-07-10-W0045. No action necessary.*



July 2, 1985

Kenneth La Fon  
40355 Little Fall Creek  
Fall Creek, OR 97438

*also A-13884  
T-2771*

Dear Mr. La Fon:

REFERENCE: File 55531

We have been advised that the Bureau of Reclamation, acting upon a request from Mrs. Francis Horn, has cancelled Willamette Basin Water Service Contract 7-07-10-W0045. The contract had provided for the use of water for irrigation, as described by Water Resources Department Permit 9996. It appears that your Application 55531, Permit 42525 now covers a portion of the same lands.

Voluntary termination of a water service contract without immediately securing a replacement contract constitutes abandonment of the water right.

Therefore, if it is your intent to keep a right for irrigation of the lands previously covered by contract water, you should secure a replacement contract as soon as possible.

Please let us know if you intend to replace the contract. In reply refer to Files 13884 and 55531.

Sincerely,

LARRY JEBOUSEK  
Administrator  
Water Rights Division

LJwpc

cc: L. Gene McGinnis, Watermaster, District 2

9125C





United States Department of the Interior

BUREAU OF RECLAMATION  
PACIFIC NORTHWEST REGION  
FEDERAL BUILDING & U.S. COURTHOUSE  
BOX 043 - 550 WEST FORT STREET  
BOISE, IDAHO 83724

RECEIVED  
JUL 1 1985  
WATER RESOURCES DEPT  
SALEM, OREGON

IN REPLY  
REFER TO: PN 440  
832.

JUN 28 1985

Mr. Samuel R. Allison  
Supervisor, Transfer Section  
Water Resources Department  
Mill Creek Office Park  
555 13th Street Northeast  
Salem, Oregon 97310

Dear Mr. Allison:

This is in regard to your letter to this office regarding the location of the service area under Water Service Contract 7-07-10-W0045, from the Willamette Basin Project. Enclosed is a copy of page no. 2 from Contract 7-07-10-W0045 which gives the location of the service area.

If you should have any questions, please contact Ryan Patterson at (208) 334-1961.

Sincerely yours,

*R. L. Johnson*  
Acting Regional Supervisor of  
Water, Power and Lands

Enclosure

Water to be Provided by the United States

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for irrigation of the land of the Contractor described as follows:

13.64 acres, SE $\frac{1}{2}$ SW $\frac{1}{2}$ sec. 10, T. 20 S., R. 3 W., W.M.

A-55531

r-2791

A-13824

Of the land described, 13.64 acres are to be irrigated. The quantity of 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 in no event shall it exceed a total diversion of 29.33 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion: 370 feet south and 2,170 feet west of NW corner of Vandervert DLC 49, T. 20 S., R. 3 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at: Point of diversion.

by means of a measuring device or controlling device to be 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 under the control of the United States or of an appropriate State-appointed watermaster whose representative may at





## Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-8508

March 14, 1985

Kenneth LaFon  
40355 Lettle Fall Creek Road  
Fall Creek, OR 97438

**RECEIVED**

APR 3 1985

**WATER RESOURCES DEPT  
SALEM, OREGON**

REFERENCE: File number 55531

Dear Mr. LaFon:

We have not received the completed proof of appropriation of water form in connection with permit number 42525 which was mailed to you on January 7, 1985. Unless the signed proof is received, the law requires the cancellation of your permit.

In the event you no longer own the property and have no further interest in the permit, you could assign it to the new owner. We will furnish the necessary form upon request.

Sincerely,

Thomas E. Shook  
Senior Water Rights Examiner

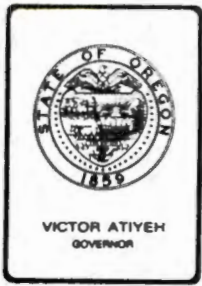
TES:cle

*Dear Sir:*

*Upon examination of my files I find that I signed and returned the proof of permit no 42525. I was in Mazatlan Mexico at the time and the letter could have easily been lost in the mail. Will you please send to me another copy of the proof forms.*

KENNETH LA FON  
40355 LITTLE FALL CREEK RD.  
FALL CREEK, OREGON 97438

*Kenneth La Fon*



*Water Resources Department*

MILL CREEK OFFICE PARK

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

PHONE 378-8508

March 14, 1985

Kenneth LaFon  
40355 Lettle Fall Creek Road  
Fall ~~City~~, OR 97438  
*Creek*

REFERENCE: File number 55531

Dear Mr. LaFon:

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In the event you no longer own the property and have no further interest in the permit, you could assign it to the new owner. We will furnish the necessary form upon request.

Sincerely,

Thomas E. Shook  
Senior Water Rights Examiner

TES:cle

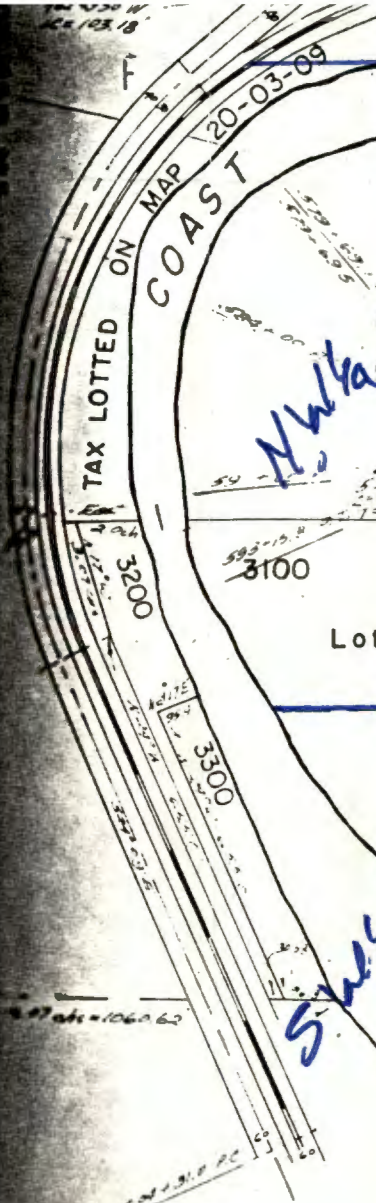


Application No. 55531  
Permit No. 42525

RECEIVED

MAR 21 1977

WATER RESOURCES DEPT.  
EM, OREGON



Lot 6 10.66

Lot 7 20.34

Lot 8 21.02

Lot 5

2300

2800

2100

Lot 10 35.52

2200

1702

2000

1902

1904

1907

1900

1901

1906

2502

Thos. Clark  
DLC No. 48

2500

NE Cor.  
Hirm Coverdill  
DLC No. 52

SW Cor.  
DLC No. 48

N.W. Cor.  
J.J. Vandervert  
D.L.C. No. 49

2501

2600

2700

Begin Co. Rd. No. 49  
15' South of NW Cor  
DLC No 49

CO. RD. NO. 430

MAP# 20-03-10

Tp. 20 S.,  
R. 3 W., W.M

Scale 1" = 400'

See Map 20 03 15



SLOUGH

SW/4 SW/4  
SE/4 SW/4

NW/4 SW/4

NE/4 SE/4

SW/4 SE/4

SE/4 SE/4

1/4 400'

overhauled

7.64A

3.2A

5.6A

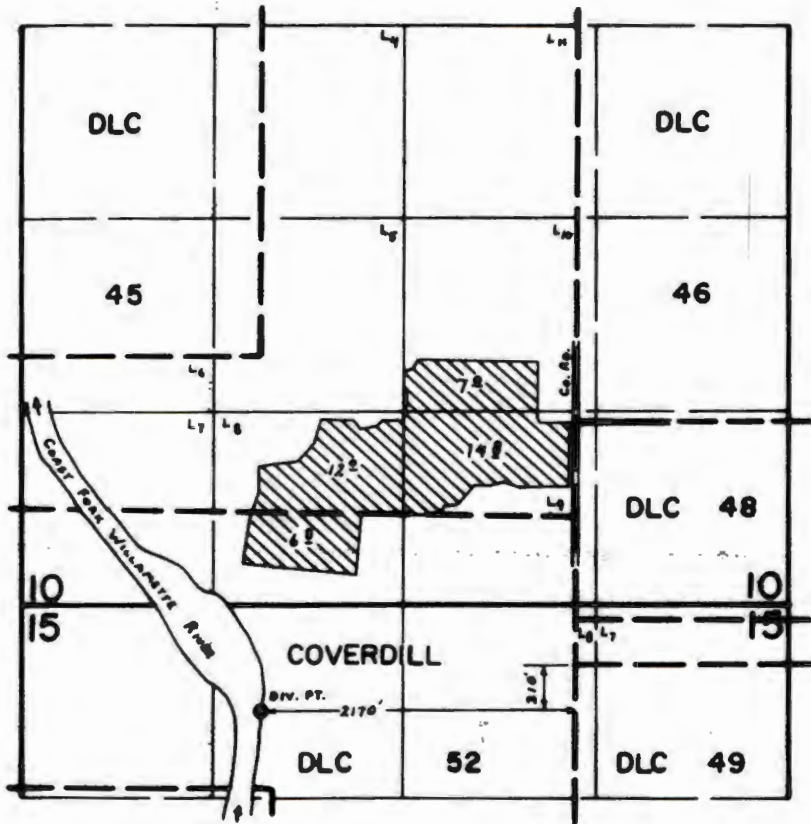
17.06A

13.64A

9 10  
16 15



T.20S. R.3W. W.M.



**FINAL PROOF SURVEY**  
UNDER

Application No. 55531 Permit No. 92525  
IN NAME OF

KENNETH LAFON

Surveyed May 23, 1979, by C. L. HUGHES



55530-31



United States Department of the Interior  
BUREAU OF RECLAMATION

PLANNING FIELD BRANCH  
1775-32nd PLACE N.E.  
BOX 7395, SALEM, OREGON 97303

IN REPLY  
REFER TO:

840.-

April 28, 1977

**RECEIVED**  
MAY 3 1977  
WATER RESOURCES DEPT.  
SALEM, OREGON

Kenneth La Fon  
40355 Little Fall Creek Road  
Fall Creek, Oregon 97438

Dear Mr. La Fon:

Enclosed is a form for reporting 1977 water use for each contractor shown below. Please maintain the form on a monthly basis during the 1977 irrigation season. The form should be returned to the Bureau's Regional Office in Boise, Idaho, at the address shown on the report form, not later than October 31, 1977. The form should be submitted even if you do not use stored water in 1977. If the form is not submitted by October 31, 1977, it will be assumed that you have used the maximum quantity of water available under the contract and you will subsequently be billed for excess water use in the 1977 irrigation season.

Duplicate originals of the recently executed contracts with the United States providing water service from the Willamette Basin Project were sent to the contractors. The contracts are numbered and dated as follows:

- Mrs. Francis Horn - 7-07-10-W0045, April 27, 1977
- Zumwalt and Williams - 7-07-10-W0044, April 27, 1977
- Frank & Ellen Overholser - 7-07-10-W0043, April 27, 1977
- Kenneth Zumwalt - 7-07-10-W0042, April 27, 1977

Copies of the contracts are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

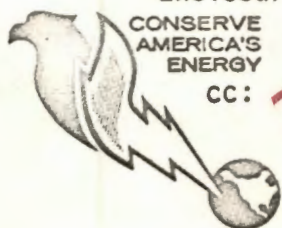
Sincerely yours,

*Robert A. Barbo*

Robert A. Barbo  
Chief, Planning Field Branch

Enclosures

CONSERVE  
AMERICA'S  
ENERGY



cc: Director, Oregon Water Resources Department (w/copy of encl.)  
District Engineer, Portland District Corps of Engineers (w/copy of encl.)

*Save Energy and You Serve America!*

Attention J.C. Jensen:

Here are the two legal descriptions  
as needed for my application for  
a water permit. # 55531

RECEIVED

APR - 5 1977

WATER RESOURCES DEPT.  
SALEM, OREGON

KENNETH LA FON  
40355 LITTLE FALL CREEK RD.  
FALL CREEK, OREGON 97438

Kenneth La Fon



RECEIVED

APR - 5 1977

WATER RESOURCES DEPT  
SALEM, OREGON

CONTRACT OF SALE

PARTIES:

SELLER: FRANCIS M. HORN and HARRIET A. HORN, husband  
and wife,

BUYER : ZUMWALT & WILLIAMS SAND & GRAVEL, INC.

AGREEMENT:

Seller agrees to sell and Buyer agrees to buy the real  
property and its appurtenances described as:

BEGINNING at a point 10 feet West and 1056.9  
feet North of the Southeast corner of Lot 9,  
Section 10, Township 20 South, Range 3 West of  
the Willamette Meridian, run thence South 0° 58'  
West 30.00 feet; thence West 220.00 feet; thence  
South 0° 58' West 387.40 feet; thence West 1292.00  
feet; thence North 1° 20' East 417.45 feet; thence  
East 1509.33 feet to the True Point of Beginning,  
in Lane County, Oregon.

# Delight Valley Property Description

Beginning at a point in Section 10, Township 20 South, Range 3 West of the Willamette Meridian, 10 feet West of the Southeast corner of Lot No. 9, in said Section 10, running thence West to a point 5.18 chains West of the Southwest corner of Lot 9 (a distance of 1504.04 feet) thence North 639.5 feet, thence East 1504.04 feet, thence South 639.5 feet to the point of beginning in Lane County, Oregon.

Frank D. Overholser

RECEIVED

APR - 5 1977

WATER RESOURCES DEPT  
SALEM, OREGON



United States Department of the Interior  
BUREAU OF RECLAMATION

PLANNING FIELD BRANCH  
1775-32nd PLACE N.E.  
BOX 7395, SALEM, OREGON 97303

April 29, 1977

IN REPLY  
REFER TO:

840.

Mrs. Francis Horn  
65760 Tweed Road  
Bend, Oregon 97701

Dear Mrs. Horn:

Enclosed is one duplicate original of the recently executed contract with the United States providing for water service from the Willamette Basin Project. The contract is numbered and dated as follows:

7-07-10-W0045, April 27, 1977

Copies of the contract are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

A form for reporting 1977 water use has been sent to Mr. La Fon to be maintained on a monthly basis. A copy of our letter to Mr. La Fon is enclosed.

Sincerely yours,

*Robert A. Barbo*

Robert A. Barbo  
Chief, Planning Field Branch

Enclosures

cc: ~~Director~~, Oregon Water Resources Department (w/copy of encl.)  
District Engineer, Portland District Corps of Engineers (w/copy of encl.)



Save Energy and You Serve America!

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 27 day of April, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Mrs. Francis Horn

(name)

65760 Tweed Road, Bend, Oregon 97701,

(address)

hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is 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 is the owner of 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 the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:



Water to be Provided by the United States

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for irrigation of the land of the Contractor described as follows:

13.64 acres, SE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 10, T. 20 S., R. 3 W., W.M.

Of the land described, 13.64 acres are to be irrigated. The quantity of 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 in no event shall it exceed a total diversion of 29.33 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion: 370 feet south and 2,170 feet west of NW corner of Vandervert DLC 49, T. 20 S., R. 3 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at: Point of diversion.

by means of a measuring device or controlling device to be 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 under the control of the United States or of 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.

#### Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise 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 watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

#### Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. 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. 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) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, 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 therefrom.

#### Water Charges

8. (a) The Contractor shall pay, for all supplies of water delivered under this contract, a minimum charge equal to the annual rate per acre-foot as established under (c) of this article times the



acreage to be irrigated specified in Article 4 and for additional water at the annual rate as established under (c). Prior to the delivery of any water each irrigation season, the Contractor shall make advance payment at the aforesaid rate for the estimated quantity of water desired to be delivered during that season, but in no event less than the amount of the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

(b) Payments hereunder required shall be made at the office of the Bureau of Reclamation at Box 043, 550 West Fort Street, Boise, Idaho 83724, or such other place as may be directed by the Contracting Officer. Any sum of money required to be paid to the United States which remains unpaid after it has become due shall be subject to a penalty of one (1) percent per month from the date of delinquency until it has been paid.

(c) The annual rate per acre-foot of water beginning with the first irrigation season after the effective date of this contract has been established as one dollar (\$1.00) per acre-foot, but that rate is subject to revision from time to time throughout the term of this contract in accordance with the construction, operation, and maintenance costs of the Willamette Basin Project as allocated to the water supply available for irrigation uses, the then requirements of law relating to such allocations and the return of such costs, and the effect of the rate on irrigation development through this and similar contracts. Any revision will be made only as to future charges and only after consultation with the Willamette River Basin Commission, and shall be announced by written notice to the Contractor at least three months prior to the beginning of the irrigation season to which the new rate would be applicable.

#### Benefits Conditioned upon Payment--Termination

9. (a) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor through project facilities during any period in which the Contractor may be in arrears in the advance payment of any charges due the United States.



(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

#### Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five years from the effective date of such acquisition, and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

#### Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.



General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

Robert A. Barbo  
FOR Regional Director, PN Region  
Bureau of Reclamation  
Box 043, 550 West Fort Street  
Boise, Idaho 83724

Mrs. Francis Lam  
Contractor

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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 a 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 Equal Opportunity 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, 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 this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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 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 the Contracting Officer may direct 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 by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RULES, REGULATIONS, AND DETERMINATIONS

e. (1) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or to modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.



(2) Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor and shall be conclusive upon the parties.

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 part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

g. (1) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

TITLE VI, CIVIL RIGHTS ACT OF 1964  
(Not applicable if Contractor is the actual water user.)

h. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given 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 United States, 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 financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

Kenneth LaFon  
40355 Little Fall Creek Rd.  
Fall Creek, OR 97438

February 7, 1978

55531

42525



378-3066

55530, 55531

7 June 1977

Kenneth LaFon  
40355 Little Fall Creek Road  
Fall Creek, Oregon 97438

Dear Mr. LaFon:

We have received your maps, legal land description, fees of \$65.40, copies of Bureau of Reclamation contracts and applications for permits to use 0.34 cubic foot of water per second from storage released from Willamette-Basin Project reservoirs for supplemental irrigation of 27.1 acres and 0.6 cfs from Coast Fork Willamette River and storage from Willamette Basin Project reservoirs for irrigation of 47.14 acres. Your applications are No. 55530 and No. 55531, respectively.

Your applications are satisfactory and permits will be issued in 30 to 60 days.

Sincerely,

Vestal R. Garner  
Water Rights Engineer

VRG:lcj





United States Department of the Interior  
BUREAU OF RECLAMATION

PLANNING FIELD BRANCH  
1775-32nd PLACE N.E.  
BOX 7395, SALEM, OREGON 97303

IN REPLY  
REFER TO:

840.

April 29, 1977

Zumwalt & Williams  
P. O. Box 538  
Cottage Grove, Oregon 97424

Gentlemen:

Enclosed is one duplicate original of the recently executed contract with the United States providing for water service from the Willamette Basin Project. The contract is numbered and dated as follows:

7-07-10-W0044, April 27, 1977

Copies of the contract are also being provided to the Oregon State Water Resources Department and the Corps of Engineers, Portland District.

A form for reporting 1977 water use has been sent to Mr. La Fon to be maintained on a monthly basis. A copy of our letter to Mr. La Fon is enclosed.

Sincerely yours,

*Robert A. Barbo*

Robert A. Barbo  
Chief, Planning Field Branch

Enclosures

cc: ~~Director~~, Oregon Water Resources Department (w/copy of encl.)  
District Engineer, Portland District Corps of Engineers (w/copy of encl.)



*Save Energy and You Serve America!*



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 27 day of April, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Zumwalt & Williams  
(name)

P. O. Box 538, Cottage Grove, Oregon 97424,  
(address)  
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, because the United States is engaged in the construction and operation of a system of multipurpose reservoirs in the Willamette Basin, Oregon, herein styled the Willamette Basin Project, there will be a flow of water that can be used for irrigation of land, and other beneficial uses, which flow as it is 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 is the owner of 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 the payment by the Contractor to the United States of the charges in the manner hereinafter provided, it is agreed:

Water to be Provided by the United States

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for irrigation of the land of the Contractor described as follows:

7.64 acres, NW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 10  
3.2 acres, NE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 10  
.4 acre, SE $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 10  
1.0 acre, SW $\frac{1}{4}$ SE $\frac{1}{4}$ sec. 10      all in T. 20 S., R. 3 W., W.M.

Of the land described, 12.24 acres are to be irrigated. The quantity of 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 in no event shall it exceed a total diversion of 26.32 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion: 370 feet south and 2,170 feet west of NW corner of Vandervert DLC 49, T. 20 S., R. 3 W.

The Contractor shall receive said water at said point of diversion and shall be wholly responsible for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured at:      Point of diversion.

by means of a measuring device or controlling device to be 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 under the control of the United States or of an appropriate State-appointed watermaster whose representative may at

Arts. 4, 5



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.

#### Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise 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 watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

#### Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. 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. 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) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, 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 therefrom.

#### Water Charges

8. (a) The Contractor shall pay, for all supplies of water delivered under this contract, a minimum charge equal to the annual rate per acre-foot as established under (c) of this article times the

acreage to be irrigated specified in Article 4 and for additional water at the annual rate as established under (c). Prior to the delivery of any water each irrigation season, the Contractor shall make advance payment at the aforesaid rate for the estimated quantity of water desired to be delivered during that season, but in no event less than the amount of the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

(b) Payments hereunder required shall be made at the office of the Bureau of Reclamation at Box 043, 550 West Fort Street, Boise, Idaho 83724, or such other place as may be directed by the Contracting Officer. Any sum of money required to be paid to the United States which remains unpaid after it has become due shall be subject to a penalty of one (1) percent per month from the date of delinquency until it has been paid.

(c) The annual rate per acre-foot of water beginning with the first irrigation season after the effective date of this contract has been established as one dollar (\$1.00) per acre-foot, but that rate is subject to revision from time to time throughout the term of this contract in accordance with the construction, operation, and maintenance costs of the Willamette Basin Project as allocated to the water supply available for irrigation uses, the then requirements of law relating to such allocations and the return of such costs, and the effect of the rate on irrigation development through this and similar contracts. Any revision will be made only as to future charges and only after consultation with the Willamette River Basin Commission, and shall be announced by written notice to the Contractor at least three months prior to the beginning of the irrigation season to which the new rate would be applicable.

#### Benefits Conditioned upon Payment--Termination

9. (a) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor through project facilities during any period in which the Contractor may be in arrears in the advance payment of any charges due the United States.



(b) This contract shall be terminated and water service hereunder shall cease automatically when water is made available to the lands involved through an agreement with an organized group or association for the benefit of the lands described in Article 4.

(c) If the Contractor fails to comply with any of the terms and conditions hereof, including payment of water charges, and the provisions with respect to the use of water on excess lands, and after written notice fails to remedy such default within 30 days, the United States may, at its option, terminate this contract.

#### Irrigable Area Limitation

10. Pursuant to the provisions of the Federal Reclamation Laws, water made available to the Contractor hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that, if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed five years from the effective date of such acquisition, and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). In the event that the Congress of the United States repeals or amends the excess land provisions of the Federal Reclamation Laws, the United States agrees, at the option of the Contractor, to negotiate amendments of this article consistent with the provisions of such amendment.

#### Term of Contract

11. This contract shall become effective as of the date first above written after its execution on behalf of the United States, and shall remain effective for a term of 40 years from that date except as otherwise herein provided. At the expiration of the term, the contract may be extended by the Secretary of the Interior for additional terms of not to exceed 40 years each.

General Provisions

12. This contract is subject to the General Provisions attached hereto and by this reference made a part hereof.

UNITED STATES OF AMERICA

FOR Robert A. Barbo  
Regional Director, PN Region  
Bureau of Reclamation  
Box 043, 550 West Fort Street  
Boise, Idaho 83724

Zimmerman & Williams  
Kenneth Zimmerman Pres.  
Contractor



GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any 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 a 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 Equal Opportunity 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, 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 this Equal Opportunity clause, 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 Equal Opportunity clause of this contract or with any of the said 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 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 the Contracting Officer may direct 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 by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RULES, REGULATIONS, AND DETERMINATIONS

e. (1) The Contracting Officer shall have the right to make, after an opportunity has been offered to the Contractor for consultation, rules and regulations consistent with the provisions of this contract, the laws of the United States and the State of Oregon, to add to or to modify them as may be deemed proper and necessary to carry out this contract, and to supply necessary details of its administration which are not covered by express provisions of this contract. The Contractor shall observe such rules and regulations.

(2) Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractor questions any factual determination made by the Contracting Officer, the findings as to the facts shall be made by the Secretary only after consultation with the Contractor and shall be conclusive upon the parties.

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 part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

g. (1) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

TITLE VI, CIVIL RIGHTS ACT OF 1964  
(Not applicable if Contractor is the actual water user.)

h. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given 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 United States, 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 financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

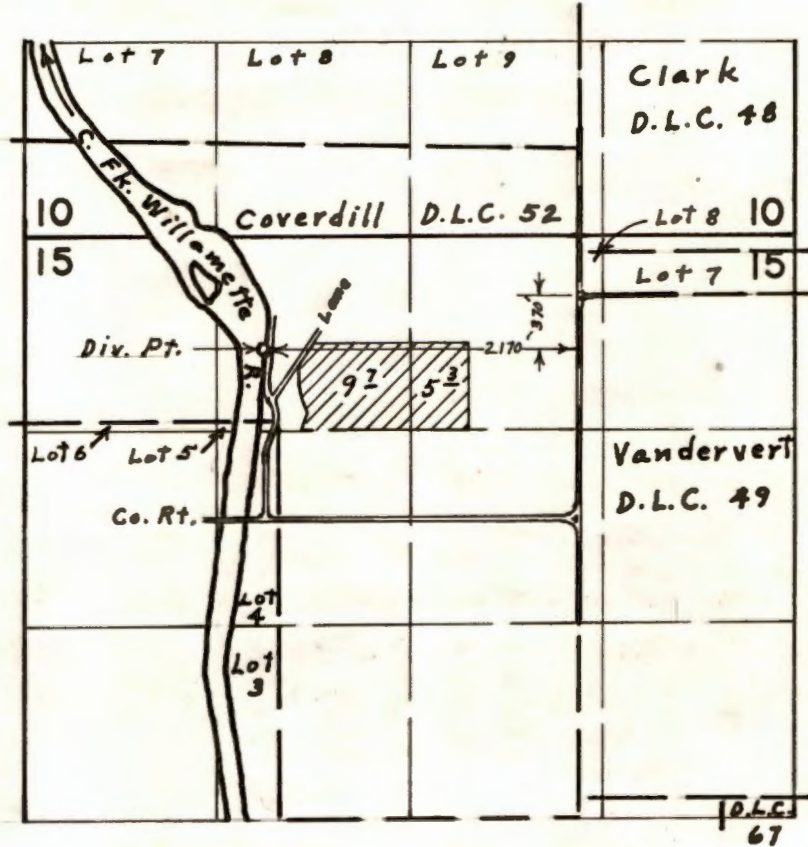


**RECEIVED**

MAR 21 1977

WATER RESOURCES DEPT.  
OREGON

T.20S. R.3W. W.M.



Application No. 55531  
Permit No.

**FINAL PROOF SURVEY**  
UNDER

Application No. \_\_\_\_\_ Transfer No. 2741  
Permit No. \_\_\_\_\_  
IN NAME OF

**FRANCIS M. HORN**

Surveyed March 24, 1975, by L. E. Gould



14-79

14-79

55531

RECEIVED

Permit No. 42525

MAR 21 1977 P.C.

WATER RESOURCES DEPT. \*APPLICATION FOR PERMIT  
OREGON

Make Appt. 746-1850

To Appropriate the Public Waters of the State of Oregon

I, Kenneth LaFon  
of 40355 Little Fall Creek Rd., Fall Creek, Ore.  
State of Oregon 97438, do hereby make application for a permit to appropriate the following described public waters of the State of Oregon, SUBJECT TO EXISTING RIGHTS:

If the applicant is a corporation, give date and place of incorporation

1. The source of the proposed appropriation is Coast Fork of Willamette  
& Willamette Basin project reservoir, a tributary of Willamette  
2. The amount of water which the applicant intends to apply to beneficial use is 0.6  
cubic feet per second

3. The use to which the water is to be applied is Irrigation

4. The point of diversion is located 310 ft. S and 2170 ft. W from the NE 1/4  
corner of Vandervert, D.L.C. # 49

(See final proof map for transfer no. 2741)

being within the NE 1/4 NW 1/4 of Sec. 15, Tp. 20S

R. 3 1/2, W. M., in the county of Jane

5. The Portable system to be  
in length, terminating in the  
R.                     , W. M., the proposed location being shown throughout on the accompanying map.

DESCRIPTION OF WORKS

Diversion Works—

6. (a) Height of dam                      feet, length on top                      feet, length at bottom                      feet; material to be used and character of construction                     

(b) Description of headgate                     

(c) If water is to be pumped give general description 25 HP Electric  
75 sprinklers lift & elevation 18'  
40 lbs pressure at end sprinkler.

\* A different form of application is provided where storage works are contemplated. Such forms can be secured without charge, together with instructions, by addressing the State Engineer, Salem, Oregon 97310

DBQ-14-79  
PTS-1979-J  
5/23/79 CLM

G-2300  
34550  
G-4960

ML



Canal System or Pipe Line—

7. (a) Give dimensions at each point of canal where materially changed in size, stating miles from headgate. At headgate: width on top (at water line) ..... feet; width on bottom ..... feet; depth of water ..... feet; grade ..... feet fall per one thousand feet.

(b) At ..... miles from headgate: width on top (at water line) ..... feet; width on bottom ..... feet; depth of water ..... feet; grade ..... feet fall per one thousand feet.

(c) Length of pipe, ..... ft.; size at intake, ..... in.; size at ..... ft. from intake ..... in.; size at place of use ..... in.; difference in elevation between intake and place of use, ..... ft. Is grade uniform? ..... Estimated capacity, ..... sec. ft.

8. Location of area to be irrigated, or place of use .....

Township North or South	Range E. or W. of Willamette Meridian	Section	Forty-acre Tract	Number Acres To Be Irrigated
<u>20 S</u>	<u>3 W</u>	<u>10</u>	<del>NE 1/4 SW 1/4</del>	<del>3.2</del>
			<del>SE 1/4 SW 1/4</del>	<del>19.24</del>
			<del>NW 1/4 SE 1/4</del>	<del>7.64</del>
			<del>SW 1/4 SE 1/4</del>	<del>17.06</del>
			Lot 8 (SE SW)	12 <sup>0</sup>
			SE SW <sup>w/in covered ill</sup> <del>DLC 52</del>	27 <sup>3</sup> <del>9</del>
			Lot 10 (NW SE)	7 <sup>0</sup>
			Lot 9 (SW SE)	14 <sup>0</sup>
				40 <sup>0</sup>

(If more space required, attach separate sheet)

(a) Character of soil chekelis loam  
 (b) Kind of crops raised Canning row crops

Power or Mining Purposes—

9. (a) Total amount of power to be developed ..... theoretical horsepower.

(b) Quantity of water to be used for power ..... sec. ft.

(c) Total fall to be utilized ..... feet.

(Head)

(d) The nature of the works by means of which the power is to be developed .....

(e) Such works to be located in ..... of Sec. ....

(Legal subdivision)

Tp. ...., R. ...., W. M.

(No. N. or S.) (No E. or W.)

(f) Is water to be returned to any stream? .....

(Yes or No)

(g) If so, name stream and locate point of return .....

....., Sec. ...., Tp. ...., R. ...., W. M.

(No N. or S.)

(No E. or W.)

(h) The use to which power is to be applied is .....

(i) The nature of the mines to be served .....



Municipal or Domestic Supply—

10. (a) To supply the city of \_\_\_\_\_  
\_\_\_\_\_ County, having a present population of \_\_\_\_\_  
(Name of)  
and an estimated population of \_\_\_\_\_ in 19\_\_\_\_\_

(b) If for domestic use state number of families to be supplied \_\_\_\_\_

(Answer questions 11, 12, 13, and 14 in all cases)

- 11. Estimated cost of proposed works, \$ 10,000.00
  - 12. Construction work will begin on or before Finished
  - 13. Construction work will be completed on or before Finished
  - 14. The water will be completely applied to the proposed use on or before Now ready for use for 1977 season
- Hennrich La Fer  
(Signature of applicant)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
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STATE OF OREGON, }  
County of Marion, } ss.

This is to certify that I have examined the foregoing application, together with the accompanying maps and data, and return the same for \_\_\_\_\_

In order to retain its priority, this application must be returned to the State Engineer, with corrections on or before \_\_\_\_\_, 19\_\_\_\_\_

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
STATE ENGINEER  
By \_\_\_\_\_  
ASSISTANT



PERMIT

STATE OF OREGON, }  
County of Marion, } ss.

This is to certify that I have examined the foregoing application and do hereby grant the same, SUBJECT TO EXISTING RIGHTS and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed ~~0.60~~<sup>.51</sup> cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Coast Fork of Willamette River and Willamette Basin Project reservoirs constructed above the point of diversion described herein under permit No. R 1625. trib Willamette R.

The use to which this water is to be applied is irrigation of 406 Ac.

If for irrigation, this appropriation shall be limited to 1/80th of one cubic foot per second or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed 2 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 1625, and is subject to the terms and conditions of contracts No. 7-07-10-W0043, 7-07-10-W0044, and 7-07-10-W0045, 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,

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

The priority date of this permit is March 21, 1977

Actual construction work shall begin on or before February 2, 1979 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1979.

Complete application of the water to the proposed use shall be made on or before October 1, 1980.

WITNESS my hand this 2nd day of February, 1978

*James E. Selton*  
Water Resources Director

Application No. 55531  
Permit No. 42525

PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF OREGON

This instrument was first received in the office of the State Engineer at Salem, Oregon, on the 21<sup>st</sup> day of March, 1977, at 11:57 o'clock A. M.

Returned to applicant:

Approved:

Recorded in book No. \_\_\_\_\_ of \_\_\_\_\_ Permits on page \_\_\_\_\_

STATE ENGINEER

Drainage Basin No. 2 page 78D  
Fees -



Info: Kenneth LaFon. Land is irr. as applied.

Source: Willamette R. Div dir. from two pts  
approx 10' apart.

pumps - 2 - GE 25HP @ 3530 RPM

cornell CDD 3x4 - 6" suction line

- 5" suction line

Use: Irr. of bush beans

Equip: pipe - 5" mainline - Alum.

3" laterals - Alum.

heads - RB 30's  $\frac{1}{64} \times 0$  (90 max - each pump)

Lift: +15

Tie: PTS-1979-J tied to DBG-1H-79. D.P. for Tr=2741  
is same as this D.P. (See photo)

Chris Hughes

FE

5/23/79

@ 50psi

$$\text{pump} \cdot \frac{(2)(25)(6.61)}{(15) + (127)} = 2.33 \text{ cfs}$$

$$\text{heads} - \frac{(180)(6.0)}{450} = 2.4 \text{ cfs}$$



Application No. 55531  
Permit No. 42525

RECEIVED

MAR 21 1977  
Hamilton  
D.L. No. 45

TAX LOTTED ON MAP 20-03-09  
COAST  
FORK

NW 1/4 SW 1/4

NE 1/4 SW 1/4

NW 1/4 SE 1/4

NE 1/4 SE 1/4

SW 1/4 SW 1/4

SE 1/4 SW 1/4

SW 1/4 SE 1/4

SE 1/4 SE 1/4

MAP # 20-03-10

Tp. 20 S.,  
R. 3 W., W.M.

Scale 1" = 400'

See Map 20 03 15

N.W. Cor.  
J.J. Vandervert  
D.L.C. No. 49

CO. RD. NO. 430

