

Application for a Permit to Use
Surface Water



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME			PHONE (HM)		
PHONE (WK)		CELL		FAX	
CITY	STATE	ZIP	E-MAIL *		

Organization

NAME PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY			PHONE 503 868 7157		FAX
ADDRESS 14935 SE WALLACE ROAD				CELL 971 241 2295	
CITY DAYTON	STATE OR	ZIP 97114	E-MAIL * (DARIN COX, PRESIDENT) DARIN@PACIFICNURSERY.COM (JUSTIN SAUER, WATERMASTER) JUSTIN-SAUERS@LIVE.COM		

Agent – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME ENVIROLOGIC RESOURCES, INC			PHONE 503 768 5121		FAX
ADDRESS PO Box 80762				CELL 503 799-8011	
CITY PORTLAND	STATE OR	ZIP 97280	E-MAIL * TOMCALABRESE@H2OGEO.COM NANCYESMITH@H2OGEO.COM		

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

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By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally use water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.

I (we) affirm that the information contained in this application is true and accurate

Applicant Signature

Print Name and Title if applicable

Date

Applicant Signature

Print Name and Title if applicable

Date

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- ☐ YES, there are no encumbrances.
- ☐ YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- ☒ NO, I have a recorded easement or written authorization permitting access.
- ☐ NO, I do not currently have written authorization or easement permitting access.
- ☐ NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- ☐ NO, because water is to be diverted, conveyed, and/or used only on federal lands.

Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. See Attachment A

Legal Description: You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map. See Attachment B for POU descriptions and Attachment H for Palmer Creek Water District descriptions

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SECTION 3: SOURCE OF WATER**A. Proposed Source of Water**

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: Bureau of Reclamation Stored Water	Tributary to: Willamette River
TRSQQ of POD: See attached BOR Certificates (<u>See Attachment C</u>)	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name). BOR Certificates 72756 and 91586 (Attachment C)

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in Section 3A above? No, requested a BOR water contract (See Attachment D)

☐ Yes. ☒ No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

☐ By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in Attachment 3 or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:

https://apps.wrd.state.or.us/apps/misc/lkp_trsqg_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0900.

Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD located in an area where the Upper Columbia Rules apply? **NOT APPLICABLE SOURCE IS BOR STORED WATER**

☐ Yes ☐ No

If **yes**, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

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For Department Use: App. Number: _____

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply? **NOT APPLICABLE SOURCE IS BOR STORED WATER**

☐ Yes ☐ No

If yes, you are notified that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

☐ Yes ☐ No The proposed use is for more than one cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

Statewide - OAR 690-033-0330 thru -0340 **NOT APPLICABLE SOURCE IS BOR STORED WATER**

Is the POD located in an area where the Statewide rules apply?

☐ Yes ☐ No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

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Surface Water — Page 4

For Department Use: App. Number: _____

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SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
BOR Stored Water	Irrigation	March 1 to Oct 31	370 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary, supplemental and/or nursery acres to be irrigated.

Primary: 108.0 Acres Supplemental: 40.0 Acres Nursery Use: Acres

If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s): 76303

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 370 AF

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households:
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

- ☒ Pump (give horsepower and type):
☐ Other means (describe):

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. The delivery system is already in place.

Stored water will be released during the irrigation season down the Willamette River under a BOR contract (BOR proposed contract is included as Attachment D). The PCWDIC then pumps the stored water from the Willamette River into a pipe, then a ditch that discharges to an un-named tributary of Palmer Creek and then into Palmer Creek. The farmers utilize their own redirection pumps to deliver water from the ditch or Palmer Creek to their fields.

The PCWDIC pump station contains three vertical turbine pumps (2-125 hp. 1-300 hp) equipped with an ODFW approved fish screen. The small pumps have a capacity of 14 cfs (6,200 gpm) and the large pump 35 cfs (15,700 gpm). The lift from the Willamette River to the pump house is about 20 feet. The water then flows from the pump house through about 1,400 feet of 36-inch pipe that discharges into an open canal. The total lift from the pump intake to the discharge into the canal is about 60 feet. The canal is about 3 miles long and delivers water to a tributary of Palmer Creek.

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B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)
Sprinklers and drip irrigation.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to:
prevent waste; measure the amount of water diverted; prevent damage to public uses of affected
surface waters. Irrigation will be done utilizing best management practices to prevent waste.
Meters will be utilized to measure the amount of water used.

SECTION 7: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

- ☒ Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life. Diversion structure already exists with an approved screen (See Attachment E).

Describe planned actions:

NA = Not applicable POD and main lines already exist.

- NA ☐ Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.

Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.

Describe planned actions and additional permits required for project implementation: None planned.

- NA ☐ Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.

Describe planned actions and additional permits required for project implementation: None planned

- NA ☐ Water quality will be protected by preventing erosion and run-off of waste or chemical products.

Describe planned actions: Existing structures are designed to prevent erosion and run-off.

- NA ☐ List other federal and state permits or contracts to be obtained, if a water right permit is granted. None, all infrastructure is already in place.

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: Within 3 years of permit being issued.
b) Date construction will be completed: Within 3 years of permit being issued.
c) Date beneficial water use will begin: Within 3 years of permit being issued.

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SECTION 9: WITHIN A DISTRICT

- ☒ Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name Palmer Creek Water District Improvement Co.		Address 14395 SE Wallace Rd	
City Dayton	State OR	Zip 97114	

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application. (*Attach additional sheets if necessary*).

The Palmer Creek Water District Improvement Company POD and distribution system is already in place. Rediversion pumps and mainlines are already constructed. An acre listing for the place of use is included as Attachment F. The underlying primary water right for the supplemental acres is included in Attachment G. The PCWDIC easement agreements are included in Attachment H.

Attachment A: Affected Landowners List

Attachment B: Place of Use, Legal Descriptions

Attachment C: BOR Storage Certificates

Attachment D: BOR Water Proposed Contract 249E102242

Attachment E: Fish Screen Approval Letter

Attachment F: Place of Use, Acre Listing

Attachment G: Place of Use, Underlying Primary Certificates

Attachment H: PCWDIC Legal Descriptions and Easement Agreements

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Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or groundwater registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

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NOTE TO LOCAL GOVERNMENTS

Salem, OR

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land use form and return it to the WRD. If no land use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0900.

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

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Applicant

NAME PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY			PHONE (HM)		
PHONE (WK)		CELL 971 241 2295 (JUSTIN SAUER WATERMASTER)		FAX	
ADDRESS 14935 SE WALLACE ROAD					
CITY DAYTON		STATE OR	ZIP 97114	E-MAIL* JUSTIN-SAUERS@LIVE.COM , PALMERCREEK.WATERDISTRICT@GMAIL.COM	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
5S	3W	7	S ½	801 1100	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
5S	3W	8	W ½	1000	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming
5S	4W	12	SE ¼	02800	EF 80	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
4S	3W	31	SENE NESE SESE	800	EF 80	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
4S	3W	32	SWNW NWSW SWSW NESW	800 401	EF 80	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
4S	3W	33	SW ¼	900 902	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming
4S	3W	32	SW ¼ SE ¼	1100 1300 1900	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming
5S	3W	32	W 1/2	400	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming

6S	3W	5	SW ¼	900	EF 80	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Diversion/ Farming
6S	3W	5	S ¼	1000	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming

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

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- ☒ Permit to Use or Store Water
 ☐ Water Right Transfer
 ☐ Permit Amendment or Groundwater Registration Modification
☐ Limited Water Use License
 ☐ Allocation of Conserved Water
 ☐ Exchange of Water

Source of water: ☒ Reservoir/Pond
☐ Groundwater
☐ Surface Water (name) _____

Estimated quantity of water needed: 370
☐ cubic feet per second
☐ gallons per minute
☒ acre-feet

Intended use of water: ☒ Irrigation
☐ Commercial
☐ Industrial
☐ Domestic for _____ household(s)
☐ Municipal
☐ Quasi-Municipal
☐ Instream
☐ Other _____

Briefly describe: Using Bureau of Reclamation Stored Water that is released during the irrigation season for use.



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

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): EE- Farm Use Permitted

☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	Received by OWRD	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	JUN 10 2025	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	Salem, OR	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

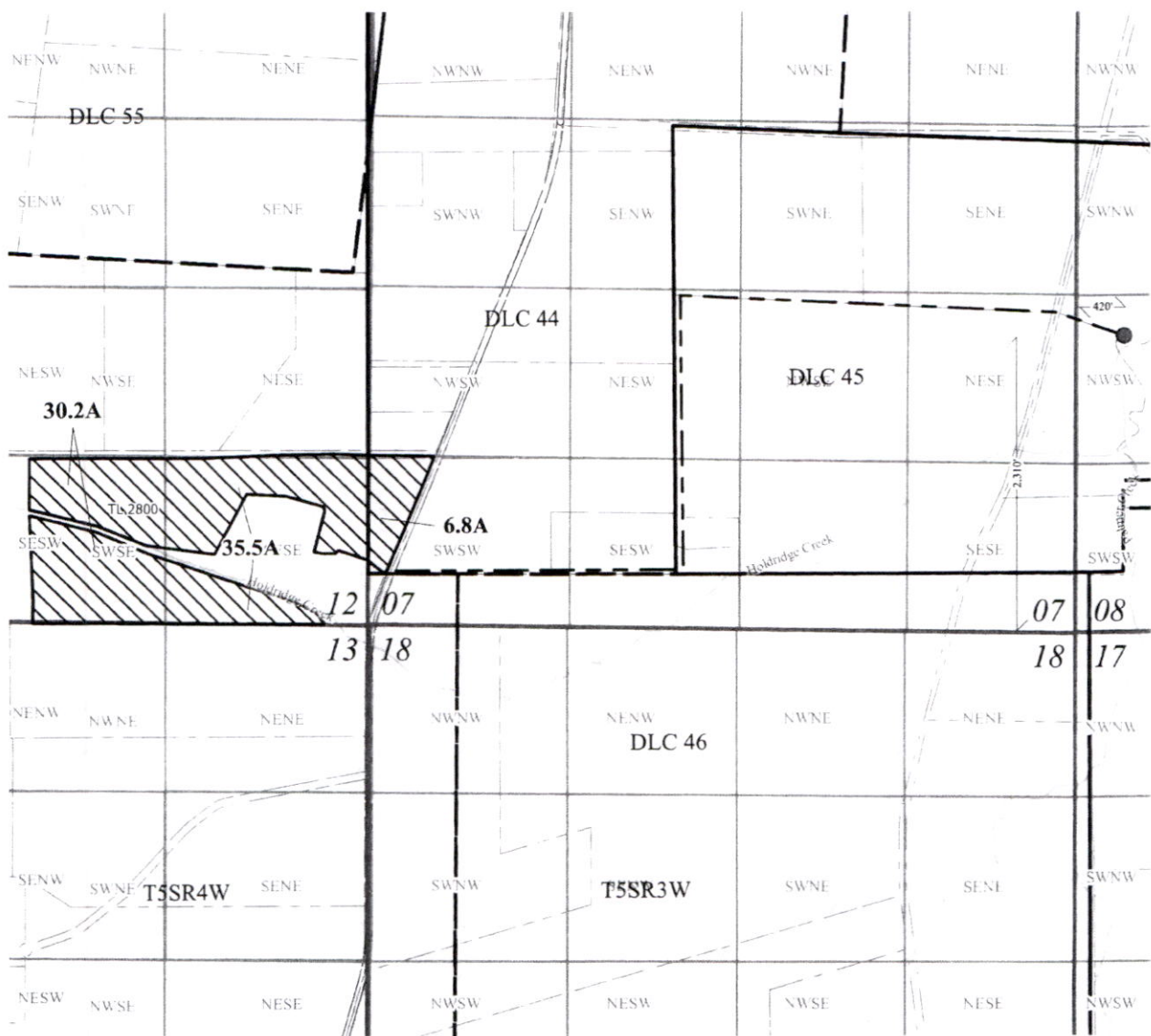
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NAME: <u>Tiffanie Willis</u>		TITLE: <u>Associate Planner</u>
SIGNATURE: <u>Tiffanie Willis</u>	PHONE: <u>503-434-7516</u>	DATE: <u>6/10/2025</u>
GOVERNMENT ENTITY: <u>Yamhill County</u>		

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



**T5S, R3W WM, Section 7 & T5S, R4W, WM, Section 12
Yamhill County, Oregon**



Explanation

- | | | |
|----------------------|---------|---|
| Primary (72.5 Acres) | Taxlots | Rediversion Pipeline |
| DLC | Roads | Rediversion Pump (Approximate Location) |
| Quarter Quarter | Streams | |

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NAD 1983 HARN
Datum of 1983
Prepared May 13, 2025

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

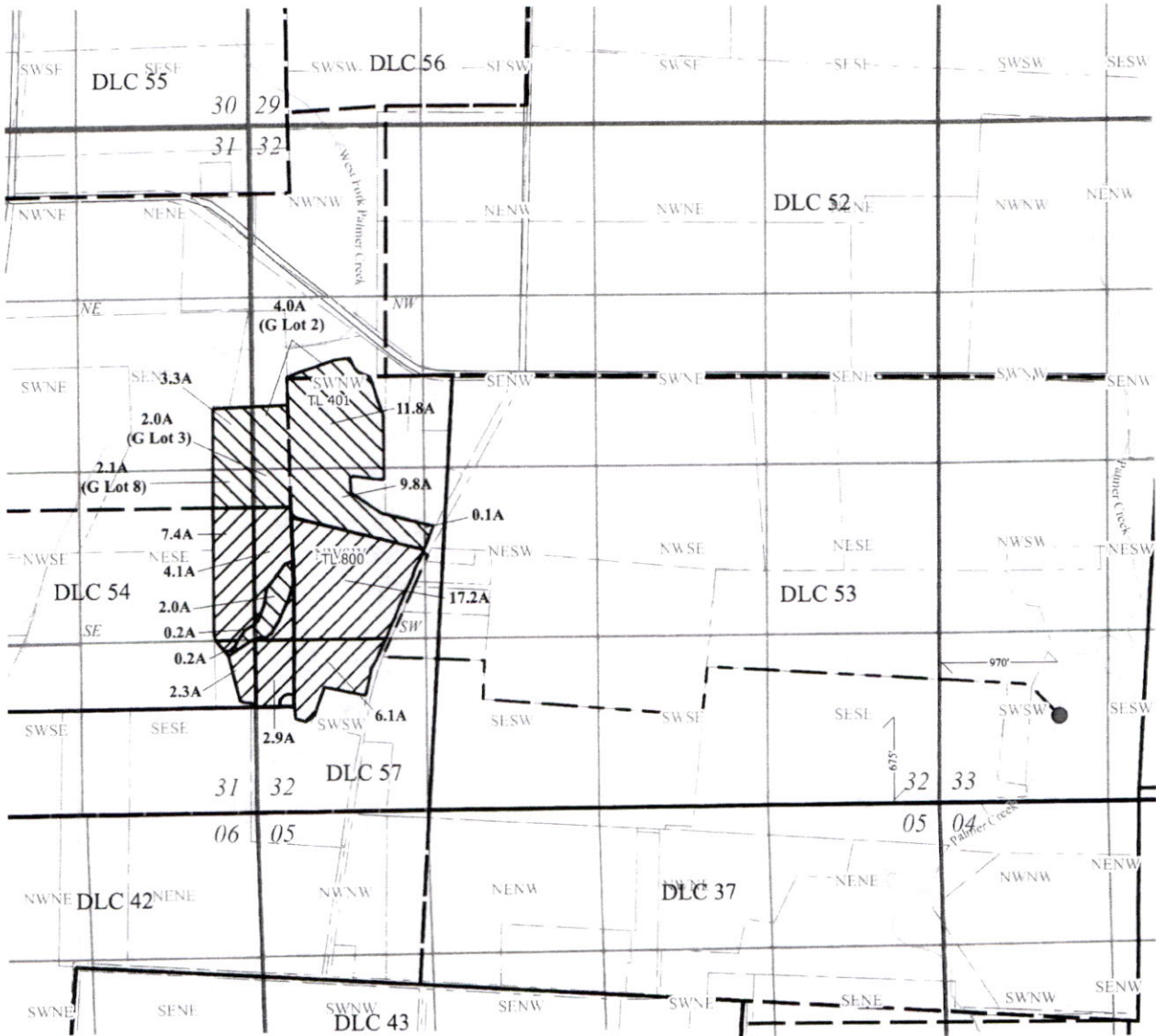
Note: Rediversion pump locations are for reference only and not verified by PCWDIC. Pump locations are controlled by farmers and subject to change.

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

EnviroLogic Resources, Inc.
ENVIRONMENTAL · WATER RESOURCES SCIENTISTS

**WATER RIGHT APPLICATION
Map 1 of 3
Palmer Creek Water District
Improvement Company**

**T4S, R3W WM, Section 31 & 32
Yamhill County, Oregon**



Explanation

- | | | |
|---------------------------|-----------------|---|
| Primary (35.5 Acres) | Quarter Quarter | Pipeline Diversion |
| Supplemental (40.0 Acres) | taxlots | Rediversion Pump (Approximate Location)
(675 ft north, 970 ft east of T4S R3W, Sec 32) |
| DLC | Roads | |
| Section | Streams | |

NAD 1983 HARN
Datum of 1983
Prepared May 13, 2025

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

Note: Rediversion pump locations are for reference only and not verified by PCWDIC. Pump locations are controlled by farmers and subject to change.

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0 330 660 990 1,320 ft

1 inch = 1,320 feet

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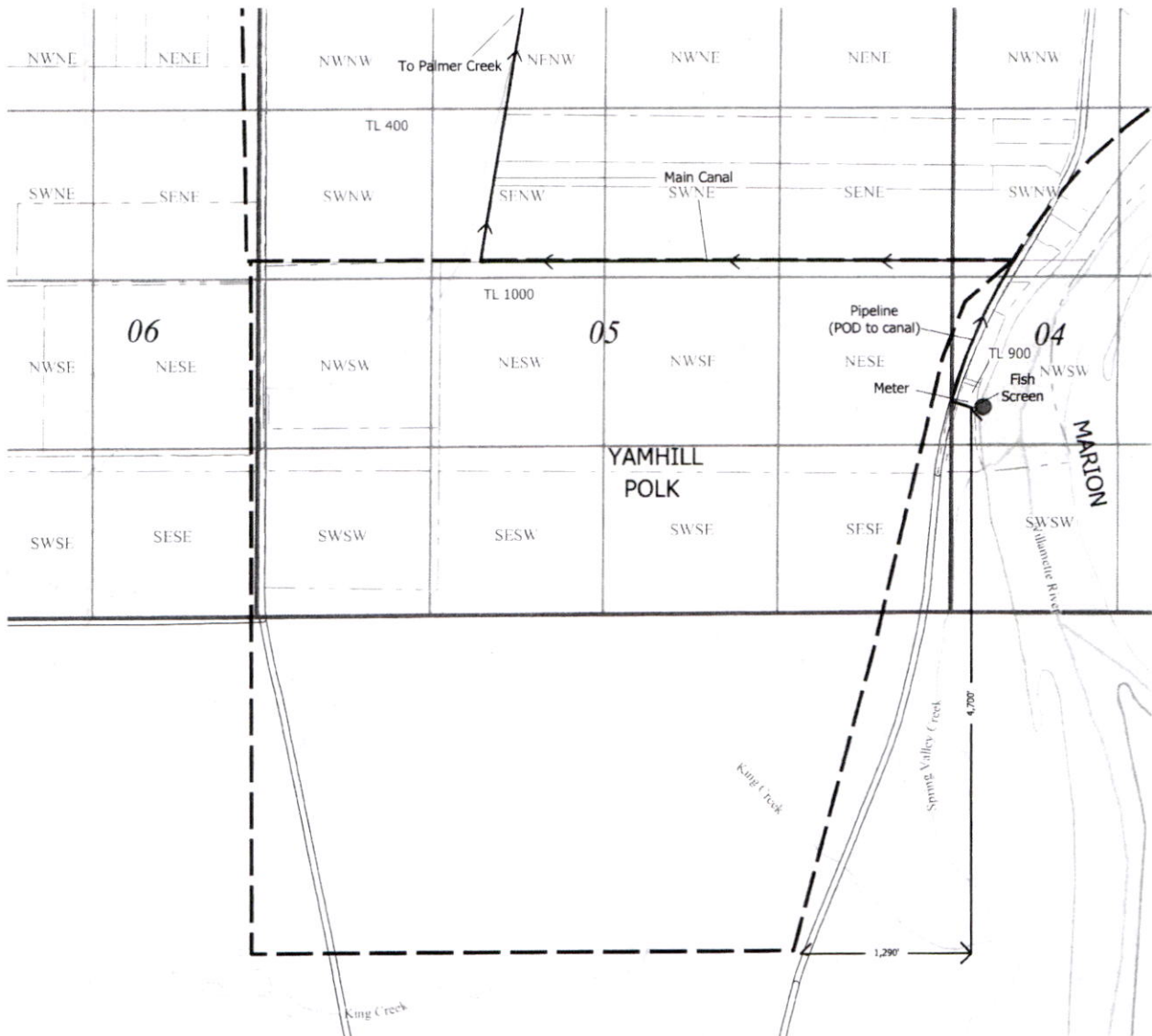
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WATER RIGHT APPLICATION
Map 2 of 3
Palmer Creek Water District
Improvement Company

**T6S, R3W WM, Section 4 & 5
Yamhill County, Oregon**



POD is located 4,700' N and 1,290' E from the SE corner of DLC 58, T6S, R3W, Sec. 4, NW 1/4 SW1/4

0 330 660 990 1,320 ft

1 inch = 1,320 feet

Explanation

- | | | | |
|-------------|---------|---------|--------------------|
| County Line | DLC | Roads | Main Canal |
| Section | Taxlots | Streams | Point of diversion |

NAD 1983 HARN
Datum of 1983
Prepared May 13, 2025

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

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ENVIRONMENTAL • WATER RESOURCES SCIENTISTS

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WATER RIGHT APPLICATION
Map 3 of 3
Palmer Creek Water District
Improvement Company

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

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Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or groundwater registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land use form and return it to the WRD. If no land use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0900.

Received by OWRD

JUN 10 2025

Salem, OR

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

Applicant

NAME PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY		PHONE (HM)	
PHONE (WK)	CELL 971 241 2295 (JUSTIN SAUER WATERMASTER)	FAX	
ADDRESS 14935 SE WALLACE ROAD			
CITY DAYTON	STATE OR	ZIP 97114	E-MAIL* JUSTIN-SAUERS@LIVE.COM, PALMERCREEK.WATERDISTRICT@GMAIL.COM

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
5S	3W	7	S ¼	801 1100	EF 80	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Farming
5S	3W	8	W ¼	1000	EF 80	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	Farming
5S	4W	12	SE ¼	02800	EF 80	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Farming
4S	3W	31	SENE NESE SESE	800 401	EF 80	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Farming
4S	3W	32	SWNW NWSW SWSW NESW	800 401	EF 80	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Farming
4S	3W	33	SW ¼	900 902	EF 80	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	Farming
4S	3W	32	SW ¼ SE ¼	1100 1300 1900	EF 80	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	Farming
5S	3W	32	W 1/2	400	EF 80	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	Farming

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Attachment 2: Land Use Information Form

65	3W	4	SW ¼	900 1000	EF 80	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Diversion/ Farming
65	3W	5	S ½	1000	EF 80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming

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

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- ☒ Permit to Use or Store Water
 ☐ Water Right Transfer
 ☐ Permit Amendment or Groundwater Registration Modification
☐ Limited Water Use License
 ☐ Allocation of Conserved Water
 ☐ Exchange of Water

Source of water: ☒ Reservoir/Pond
☐ Groundwater
☐ Surface Water (name) _____

Estimated quantity of water needed: 370
☐ cubic feet per second
☐ gallons per minute
☒ acre-feet

Intended use of water: ☒ Irrigation
☐ Commercial
☐ Industrial
☐ Domestic for _____ household(s)
☐ Municipal
☐ Quasi-Municipal
☐ Instream
☐ Other _____

Briefly describe: Using Bureau of Reclamation Stored Water that is released during the irrigation season for use.

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

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☐ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____.
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

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NAME		TITLE:	
SIGNATURE		PHONE:	DATE:
GOVERNMENT ENTITY			

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



Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

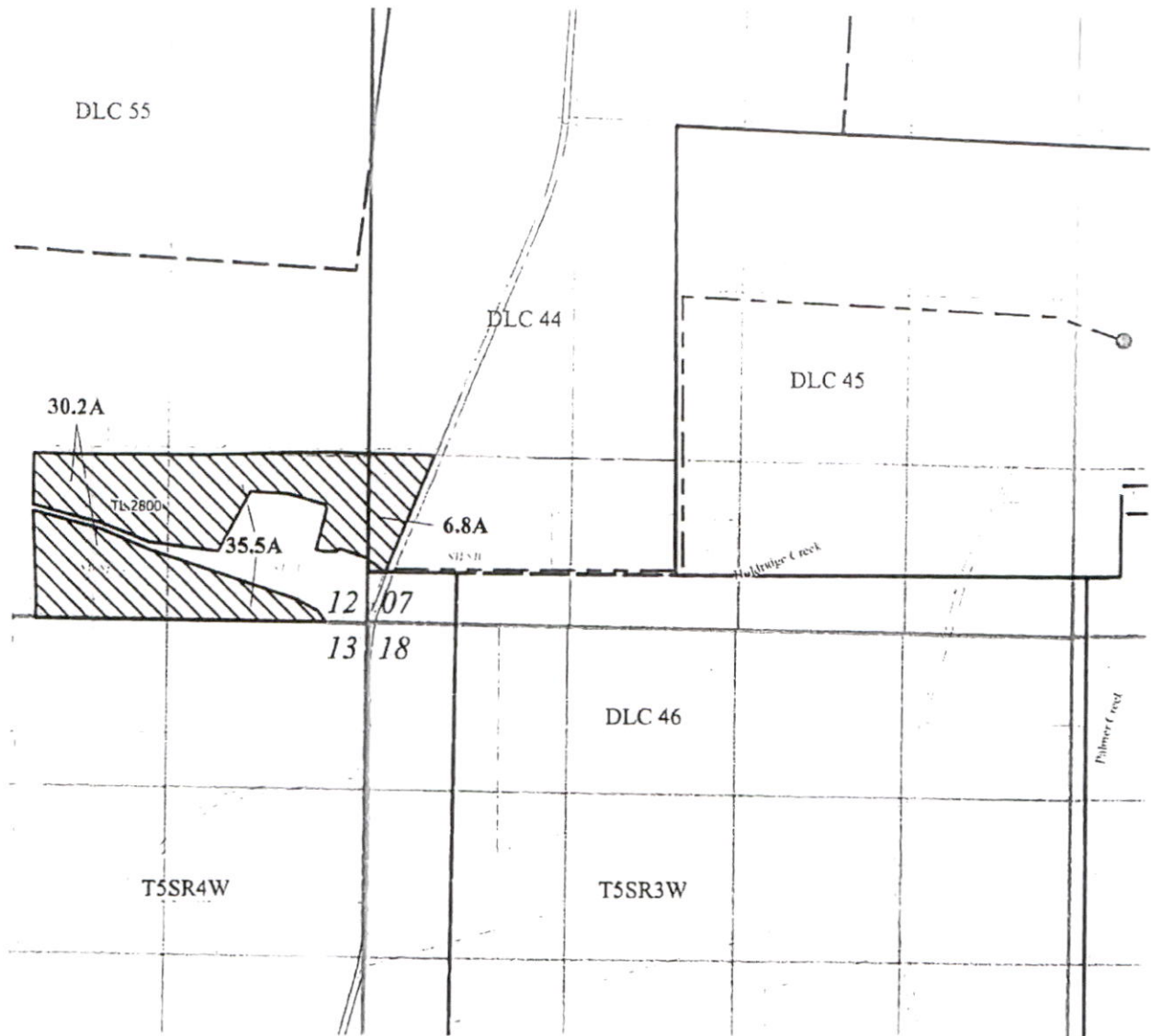
Signature: _____ Phone: _____ Date: _____

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T5S, R3W WM, Section 7 & T5S, R4W, WM, Section 12
Yamhill County, Oregon



Explanation

- | | | |
|----------------------|---------|----------------------|
| Primary (72.5 Acres) | Taxlots | Rediversion Pipeline |
| DLC | Roads | Rediversion Pump |
| Quarter Quarter | Streams | |

NAD 1983 HARN
Datum of 1983
Prepared February 20, 2024

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

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ENVIRONMENTAL - WATER RESOURCES SCIENTISTS

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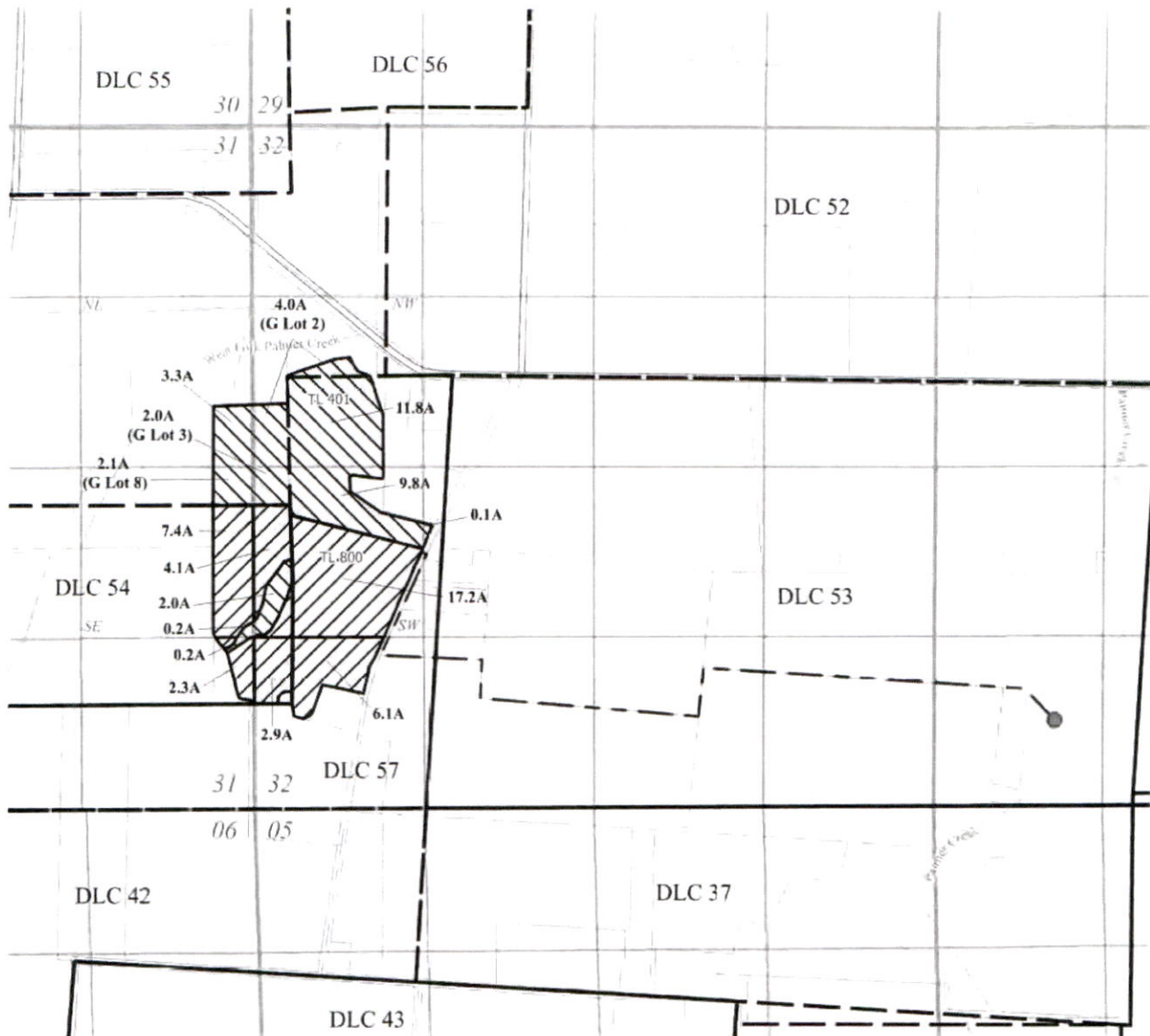
0 330 660 990 1,320 ft

1 Inch = 1,320 feet



WATER RIGHT APPLICATION
Map 1 of 3
Palmer Creek Water District
Improvement Company

**T4S, R3W WM, Section 31 & 32
Yamhill County, Oregon**



Explanation

- | | | | | | |
|--|---------------------------|--|-----------------|--|--------------------|
| | Primary (35.5 Acres) | | Quarter Quarter | | Pipeline Diversion |
| | Supplemental (40.0 Acres) | | taxlots | | Rediversion Pump |
| | DLC | | Roads | | |
| | Section | | Streams | | |

0 330 660 990 1,320 ft
1 inch = 1,320 feet

NAD 1983 HARN
Datum of 1983
Prepared February 20, 2024

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

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WATER RIGHT APPLICATION
Map 2 of 3
Palmer Creek Water District
Improvement Company

The map illustrates the Yamhill Polk area, showing the Main Canal and Pipeline (POD to canal). Key features include:

- Section Numbers:** 06, 05, and 04.
- County Names:** YAMHILL and MARION.
- Waterways:** Palmer Creek, Spring Valley Creek, and King Creek.
- Infrastructure:** Main Canal, Pipeline (POD to canal), Meter, Fish Screen, and TL 400, TL 1000, TL 900.
- Distances:** 1,290' and 4,700'.

0 330 660 990 1,320 ft



1 inch = 1,320 feet

County Line DLC Roads Main Canal
Section Taxlots Streams Point of diversion

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

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ATTACHMENT A
Affected Landowners List

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Salem, OR

Palmer Creek Water District Improvement Company
Affect Landowner Listing
Water Right Application
March 2024

T4S R3W Sec 31 and 32

TL 00401 (POU)

Jordan May
24205 Wallace Rd NW
Salem, OR 97304

TL 00800 (POU)

Jordan May, Shawne May
24205 SE Wallace Rd NW
Salem, OR 97304

T4S R3W Sec 32

TL 01100

Jordan May, Shawne May, Robert May
24205 Wallace Rd NW
Salem, OR 97304

TL 01300

Jordan May, Jerry May, Robert May
24205 Wallace Rd NW
Salem, OR 97304

TL 01900

Jordan May, Shawne May
24205 Wallace Rd NW
Salem, OR 97304

T4S R3W Sec 33

TL 00900

Waldo & Franz Kunze Trust
Joseph M Kunze Trust
PO Box 313
Dayton, OR 97114

TL 00902

Ashley & Eevin Kunze
PO Box 313
Dayton, OR 97114

T5S R3W Sec 7

TL 01100

Brian Cruickshank
11400 Stockhoff Rd,
Dayton, OR 97114

TL 00801

West Blade LLC
PO Box 808
Carlton, OR 97111

T5S R3W Sec 8

TL 01000

North Blade LLC
PO Box 133
Dayton, OR 97114

T5S R3W Sec 32

TL 00400

D&E Land Holdings LLC
7385 Howell Prairie Rd NE,
Silverton, OR 97381

T5S R4W Sec 12

TL 02800

Slegers Land & Cattle LLC (POU)
18345 SE Nichols Rd
Dayton, OR 97114

T6S R3W Sec 4

TL 900 (POD)

Palmer Creek Irrigation District
14395 SE Wallace Rd
Dayton, OR 97114

T6S R3W Sec 5

TL 1000

Valley Land Company LLC
7385 Howell Prairie Rd NE,
Silverton, Or 97381

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ATTACHMENT B
Legal Descriptions
Place of Use

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Exhibit "A"

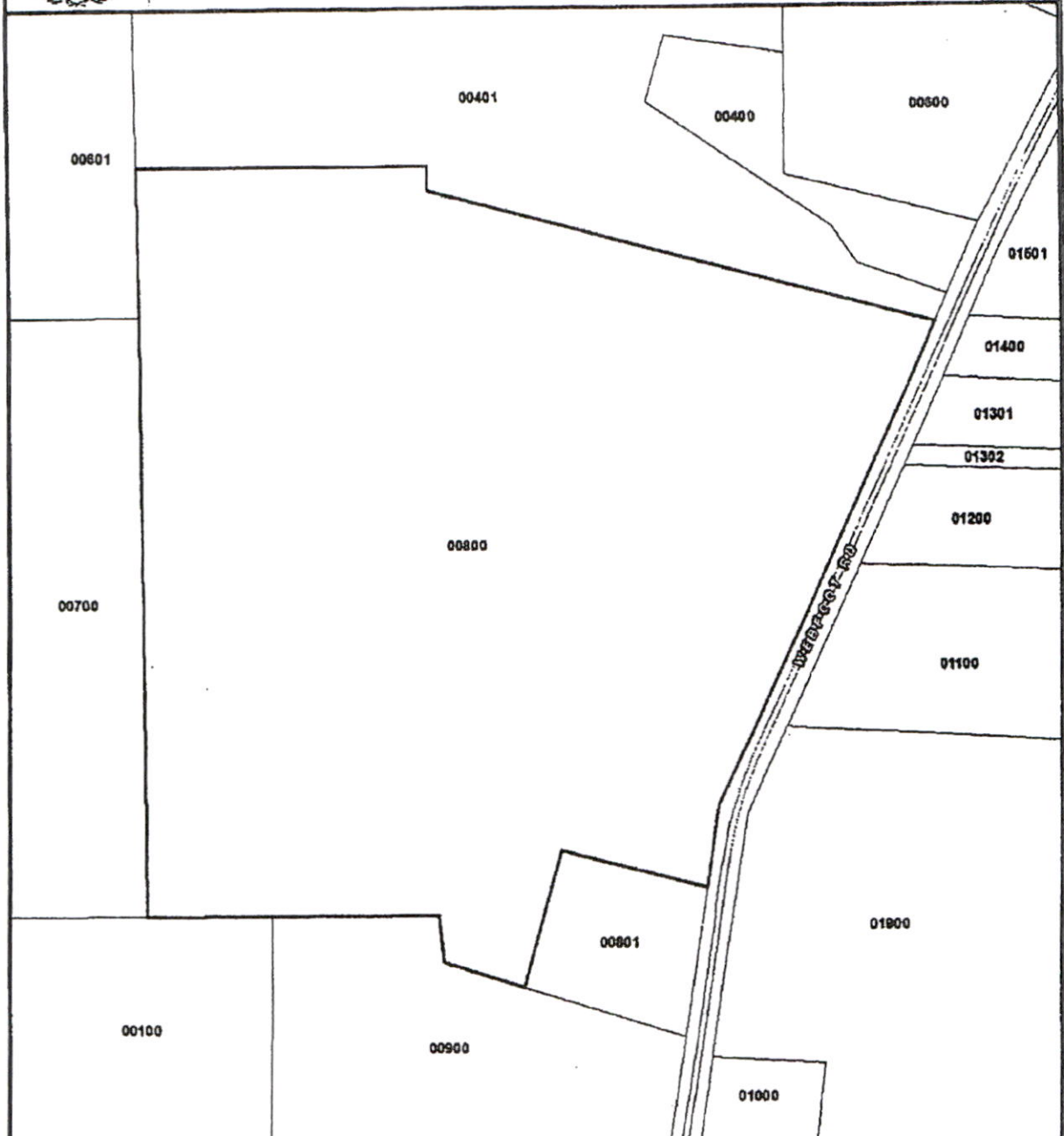
Real property in the County of Yamhill, State of Oregon, described as follows:

Part of the Mary Jeffreys and Abram Covert DLC in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, State of Oregon, and said part bounded as follows:

Beginning at the Southeast corner of said Mary Jeffreys Claim, as established in County Survey No. 2538 of said County; thence South 89° 13' West on South line of said Claim 8.91 chains; thence North 1° 34' West 23.69 chains; thence North 88° 47' East 8.99 chains to Northeast corner of said Mary Jeffreys Claim; thence South 1.41 chains; thence South 76° and no minutes East 16.71 chains to center of County Road; thence South 23° 47' West along center of said Road 16.30 chains; thence South 7° 52' West along center of said road 7.145 chains to Northeast corner of Lot No. 3; thence North 74° 30' West 8.284 chains; thence North 4° 35' West 1.50 chains to place of beginning.

EXCEPTING THEREFROM that portion conveyed to J. Thomas Weiland and M. Drucilla Weiland, husband and wife, as more particularly described in deed recorded at Volume 92, Page 1476, Yamhill County Deed and Mortgage records.

NOTE: This legal description was created prior to January 1, 2008.



Taxlot



Subject

Taxlot

9/27/2021

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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Legal Description

A tract of land situated in Section 12, Township 5 South, Range 4 West and Section 7, Township 5 South, Range 3 West of the Willamette Meridian, in the County of Yamhill, State of Oregon, more particularly described as follows:

That part of the Jacob D. Smith Donation Land Claim No. 1248 described as follows:

The South one-half of the Southeast Quarter of Section 12, Township 5 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon.

AND ALSO:

All that portion of Government Lot One of Section 7, Township 5 South, Range 3 West of the Willamette Meridian, County of Yamhill and State of Oregon, lying Westerly of the center of State Highway No. 154.

AND ALSO:

Being a part of the Donation Land Claim of Laban S. Morin and wife in Section 7, Township 5 South, Range 3 West of the Willamette Meridian in Yamhill County, State of Oregon, and which said part if bounded and described as follows:

Beginning at the Southwest corner of said Donation Land Claim on the East boundary line of the Jacob Smith Donation Land Claim; thence North, along West line of said Donation Land Claim of Laban S. Morin and wife, 14 chains to the Northeast corner of said Jacob Smith Donation Land Claim; thence East 8 chains and 34 links to the center of County Road now there; thence Southerly, along the center of said County Road, 15 chains and 17 links to the South line of said Donation Land Claim of Laban S. Morin and wife; thence West 10 rods, along the South boundary line of said Donation Land Claim of Laban S. Morin and wife, to the place of beginning.

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EXHIBIT "A"
Legal Description

A tract of land in Sections 31 and 32, Township 4 South, Range 3 West, Willamette Meridian in Yamhill County, Oregon, being more particularly described as follows:

Beginning at a stake set 82 links, (0.82 chains) East of the Southwest corner of the Benjamin M. Robinson Donation Land Claim No. 52 and on the North boundary of the Abram Coover Donation Land Claim No. 57; thence West 82 links to said Southwest corner of the Benjamin M. Robinson Donation Land Claim; thence North 3.665 chains to an iron pipe in the center of the county road; thence North 41° West along the center of said road 1.686 chains to an iron pipe in line with fence between Olge and Harris lands; thence South 79° 34' West along fence between Olge and Harris lands 9.640 chains to an iron pipe set at the Northwest corner of Harris lands; thence South 1° 54' East 18.167 chains to Anchor Post at the Northeast corner of the Mary Jeffries Claim; thence South 1.412 chains to an iron pipe for the Southwest corner of this tract, and Southwest corner of County Survey 2521; thence South 76° East 16.730 chains to an iron pipe in the center of County road; thence North 23° 40' East along the center of said road 1.261 chains to an iron pipe at the Southeast corner of 10.26 Acres tract now owned by Fred Lyman and Effie B. Lyman; thence North 23° 22' East 2.01 chains along the center of said county road to an iron pipe or stake; thence North 76° 20' West 6.75 chains; thence North 16.07 chains to the point of beginning.

SAVE AND EXCEPTING THEREFROM the following described tract of land:

Beginning in the centerline of Webfoot Road at the most Southerly Southeast corner of that tract of land described in deed to Michael and Becky Tomkins and recorded in Instrument No. 200424275, Yamhill County Deed Records; thence North 76° 20' West 445.50 feet along the South line of said Tomkins tract; thence North 00° 03' 20" East 245.41 feet along the West line of said tract to an iron rod; thence North 82° 05' 37" West 250.05 feet to an iron rod; thence South 15° 47' 57" West 140.34 feet to an iron rod; thence South 56° 50' 25" East 454.13 feet to an iron rod; thence South 35° 41' 55" East 91.35 feet to an iron rod; thence South 71° 45' 04" East 233.25 feet to an iron rod in the centerline of Webfoot Road; thence North 23° 34' 24" East 158.86 feet along said centerline to the point of beginning as shown by CS-13174.

ALSO, a tract of land in Sections 31 and 32, Township 4 South, Range 3 West, Yamhill County, Oregon, being part of that tract of land described in Personal Representatives Deed to Robert L. Holdrege and recorded in Film Volume 307 Page 1129, Parcel 2, Yamhill County deed records, and being more particularly described as follows:

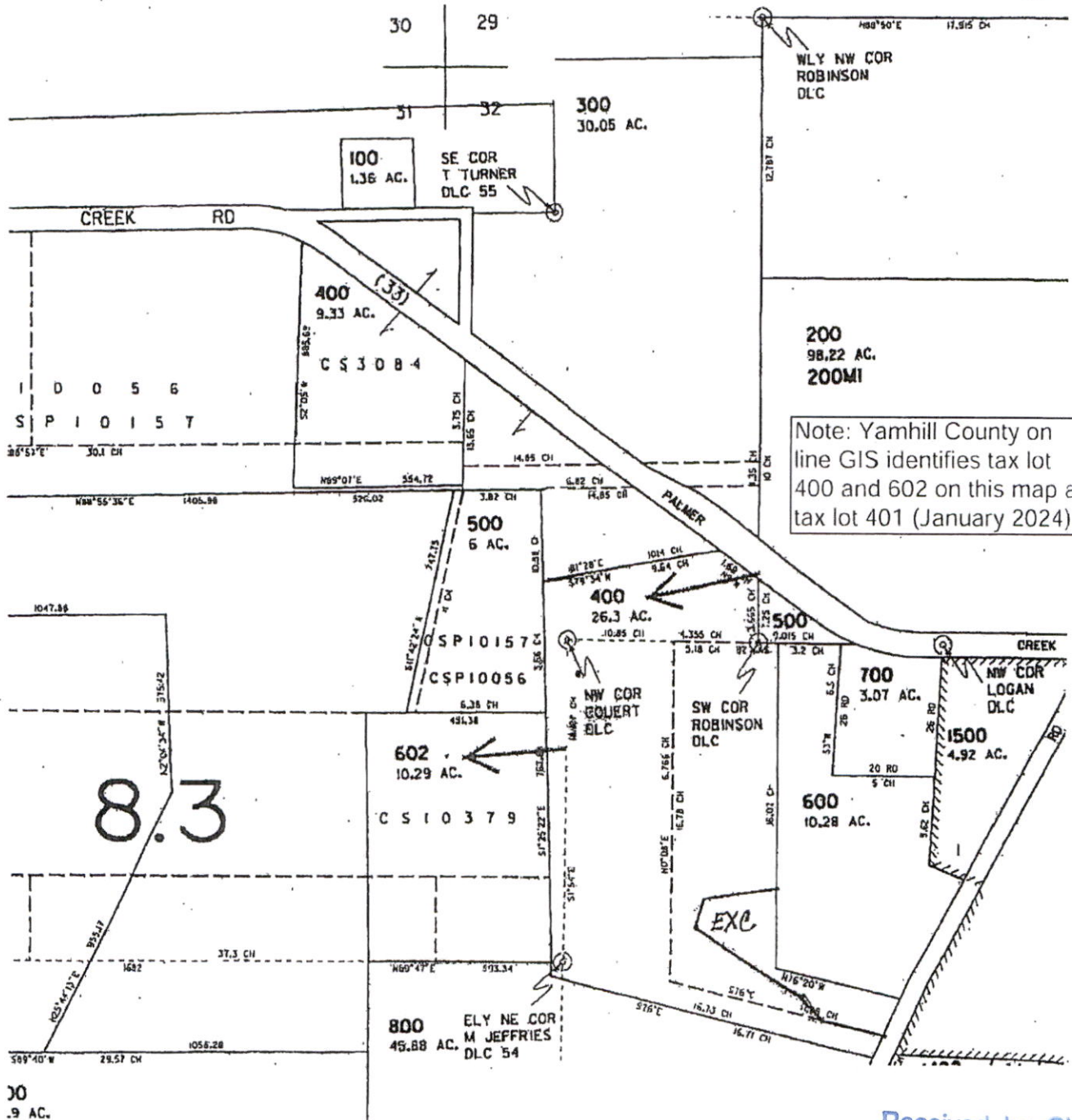
Beginning at the Northeast corner of that tract of land described indeed from Jeffreys to Holdrege, dated April 9, 1901, and is recorded in Book 105, Page 225, Yamhill County Deed Records, said Northeast corner is on record as being South 89° 04' 21" West 591.64 feet (CSP-10157) from the Northeast corner of the Mary Jeffreys (Jeffries) Donation Land Claim; thence North 00° 01' 03" West 772.69 feet to an iron rod on the North line of said Robert L. Holdrege tract; thence North 90° 00' 00" East 121.15 feet to an iron rod at the Southwest corner of a tract of land described in deed from LaVonne Wiser and Gilda Rector to Joseph and Freeda Klein and recorded in Film Volume 289 Page 452; thence North 89° 25' 31" East 451.38 feet to an iron rod at the Southeast corner of said tract and the East line of said Holdrege tract; thence South 01° 26' 22" East 767.89 feet along said line to the Northeast corner of the Mary Jeffreys Donation Land Claim; thence South 89° 04' 21" West 591.64 feet to the point of beginning.

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DLC



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ATTACHMENT C
BOR STORAGE CERTIFICATES

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STATE OF OREGON
COUNTIES OF LANE AND LINN
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

BUREAU OF RECLAMATION, U.S.A.
PACIFIC NORTHWEST REGION
1150 NORTH CURTIS ROAD
BOISE, IDAHO 83706-1234

confirms the right to store the waters of MIDDLE FORK WILLAMETTE RIVER in HILLS CREEK RESERVOIR, SOUTH FORK McKENZIE RIVER in COUGAR RESERVOIR, BLUE RIVER in BLUE RIVER RESERVOIR, FALL CREEK in FALL CREEK RESERVOIR, SOUTH SANTIAM RIVER in FOSTER RESERVOIR, MIDDLE SANTIAM RIVER in GREEN PETER RESERVOIR, tributaries of WILLAMETTE RIVER, appropriated for IRRIGATION AND SUPPLEMENTAL IRRIGATION.

The right to store these waters was perfected under Reservoir Permit R-5363. The date of priority is SEPTEMBER 16, 1968. The amount of water entitled to be stored each year under this right is NOT MORE THAN 805,100 ACRE-FEET, BEING 194,600 AF FROM MIDDLE FORK WILLAMETTE RIVER in HILLS CREEK RESERVOIR; 144,000 AF FROM SOUTH FORK McKENZIE RIVER in COUGAR RESERVOIR; 79,000 AF FROM BLUE RIVER in BLUE RIVER RESERVOIR; 107,500 AF FROM FALL CREEK in FALL CREEK RESERVOIR; 30,000 AF FROM SOUTH SANTIAM RIVER in FOSTER RESERVOIR; AND 250,000 AF FROM MIDDLE SANTIAM RIVER in GREEN PETER RESERVOIR TO BE APPROPRIATED UNDER SECONDARY APPLICATIONS HEREINAFTER TO BE FILED FOR IRRIGATION AND SUPPLEMENTAL IRRIGATION, PROVIDED THAT ALL SECONDARY APPLICATIONS SHALL BE ACCOMPANIED BY A COPY OF THE CONTRACT BETWEEN THE APPLICANT AND THE BUREAU OF RECLAMATION FOR THE PURCHASE OF THE STORED WATERS.

The reservoir is located as follows:

HILLS CREEK RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 34, 35, AND 36
TOWNSHIP 21 SOUTH, RANGE 3 EAST, W.M.

SECTION 31
TOWNSHIP 21 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 2, 3, 4, 10, 11, 14, 15, 16, 21, 22, 23, 26, 27, 33, AND 34
TOWNSHIP 22 SOUTH, RANGE 3 EAST, W.M.

SECTION 6
TOWNSHIP 22 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 3 AND 4
TOWNSHIP 23 SOUTH, RANGE 3 EAST, W.M.

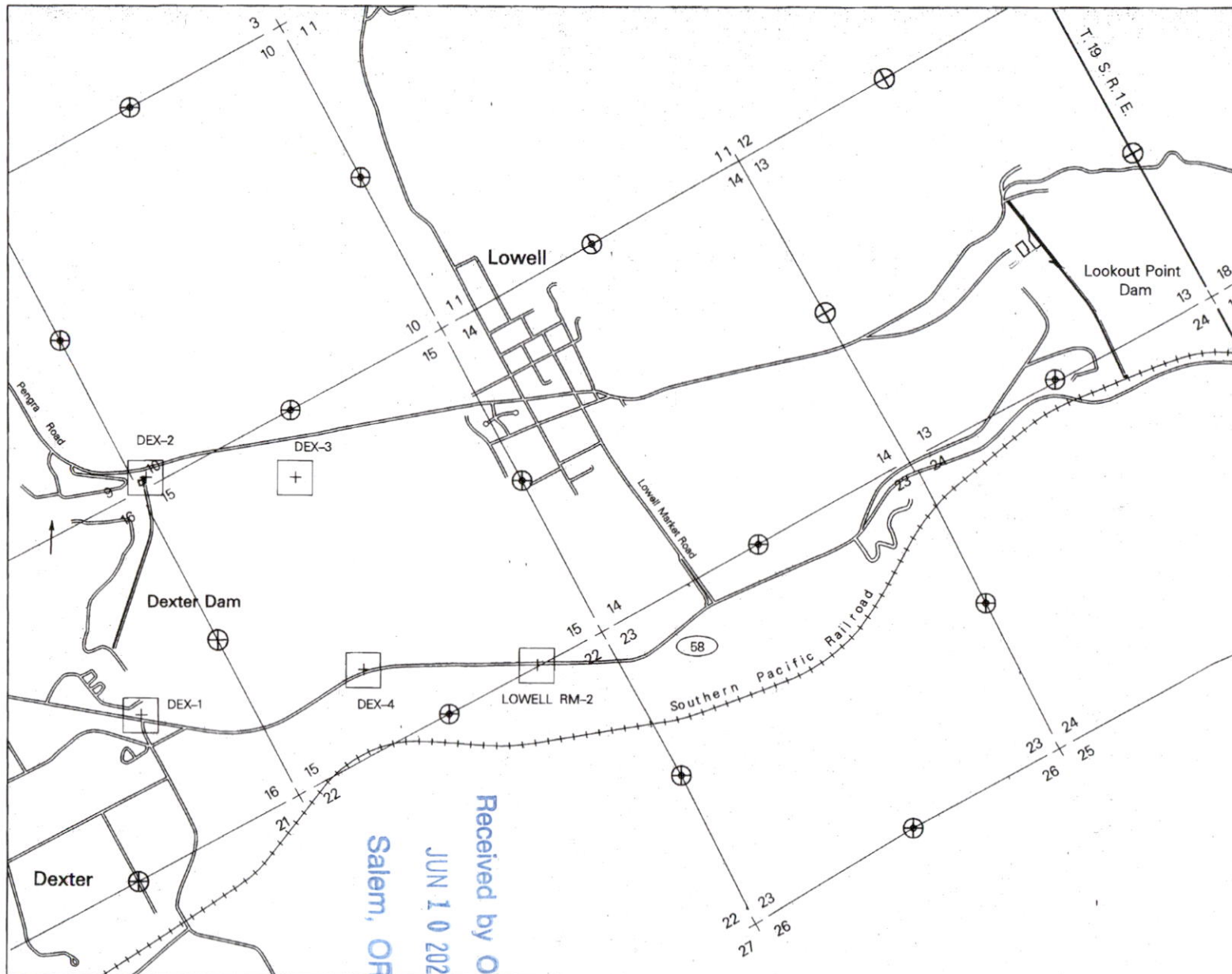
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R-45396.GJT

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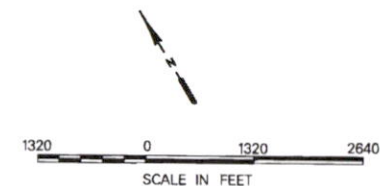
Dexter Lake

LANE COUNTY, OREGON

U.S. Army Engineer District
Corps of Engineers Portland, Oregon

SIGNIFICANT PROJECT FEATURES

- Dexter Dam
- Maximum Conservation Pool
(Elev. (693.4 ft.)
15 June 1988 (883.66 Surface Acres)
- USCE Control
- Found $\frac{1}{4}$ Corner
- Not found $\frac{1}{4}$ Corner
- State Route



FINAL PROOF SURVEY

APPLICATION NO. R-29397

PERMIT NO. R-1625

INSPECTED 19.....

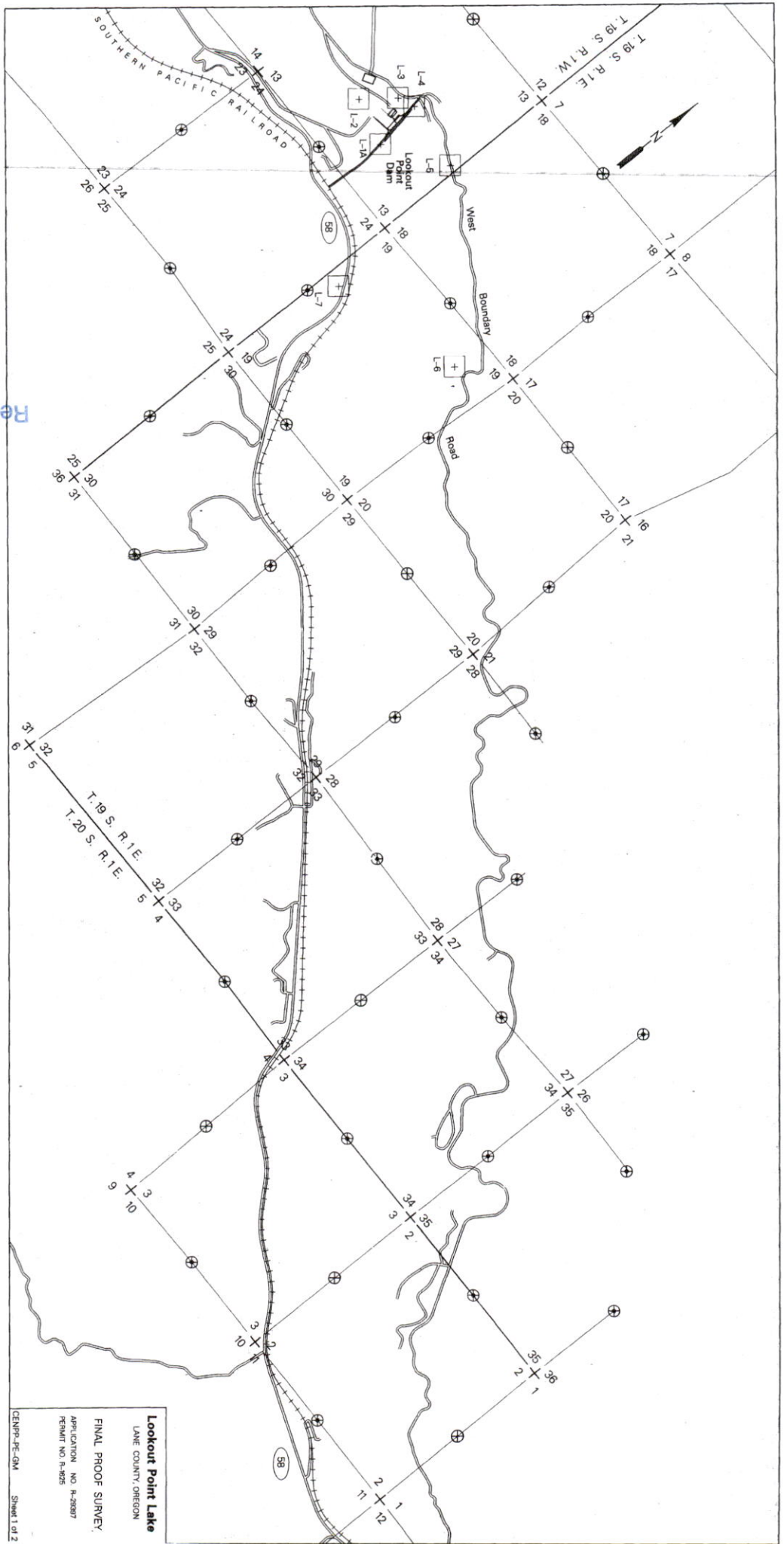
BY

CENPP-PE-GM

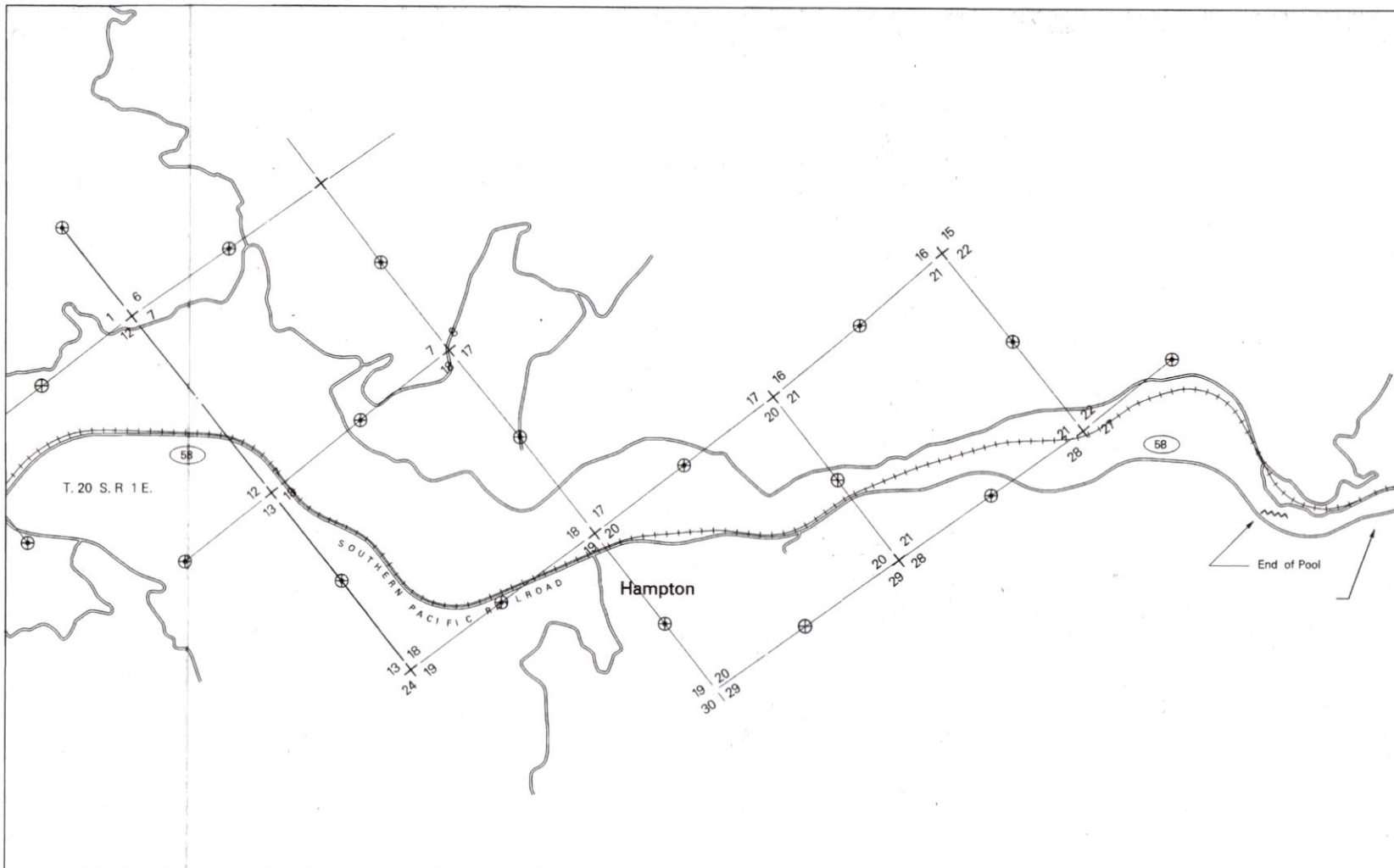
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Lookout Point Lake
LANE COUNTY, OREGON
FINAL PROOF SURVEY
APPLICATION NO. R-29387
PERMIT NO. R-2925
CENR-PC-0M Sheet 1 of 2

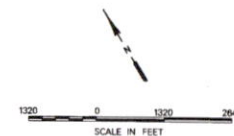


Lookout Point Lake LANE COUNTY, OREGON

U.S. Army Engineer District
Corps of Engineers Portland, Oregon

SIGNIFICANT PROJECT FEATURES

- Lookout Point Dam
- Maximum Conservation Pool
(Elev. 926.27 ft.)
15 June 1988 (4,139.46 Surface Acres)
- USCE Control
- Found $\frac{1}{4}$ Corner
- Not found $\frac{1}{4}$ Corner
- State Route



FINAL PROOF SURVEY

APPLICATION NO. R29397
PERMIT NO. R-1625

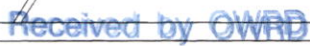
INSPECTED 19

BY

CENPP-PE-GM

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Sheet 1 of 1

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Townships 20 & 21 South, Range 2 West (W.M.)



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SALEM, OR

EXPIRES: 12-31-2016



GSI
Water Solutions, Inc.

T 12120

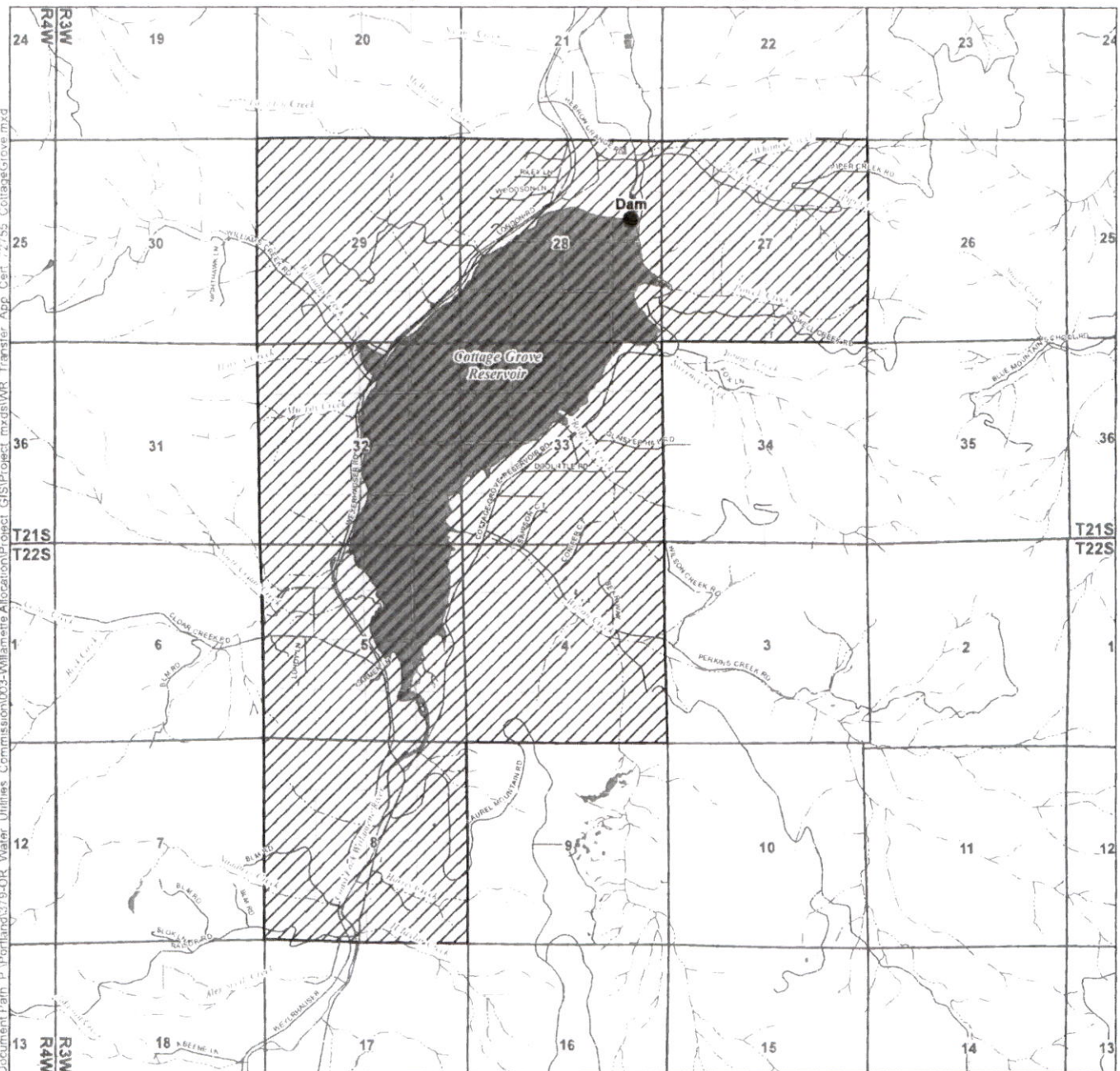
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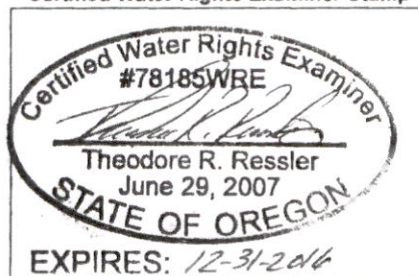
Application for a Water Right Transfer Proposed Change in Character of Use

Certificate 72755 (Cottage Grove Reservoir)
Willamette Valley Project
Townships 21 & 22 South, Range 3 West (W.M.)



- LEGEND**
- Place of Use (POU)
Where Character of Use to be Changed
 - Location of Dam
 - Roads
 - Watercourses
 - Waterbodies

Certified Water Rights Examiner Stamp



Disclaimer
This map was prepared for the purpose of identifying the location of a water right only and it is not intended to provide legal dimensions or location of property ownership lines.

Map Notes

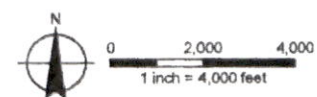
Date: May 27, 2015
Data Sources: OWRD, OGIC, US BLM, USGS, ESRI
Prepared By: GSI Water Solutions, Inc.

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JUL 31 2015

SALEM, OR

T 12120



JUN 10 2025

Salem, OR

STATE OF OREGON

COUNTIES OF LANE, LINN, AND MARION

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

BUREAU OF RECLAMATION, U.S.A.
 PACIFIC NORTHWEST REGION
 1150 NORTH CURTIS ROAD
 BOISE ID 83706-1234

confirms the right to store the waters of COAST FORK WILLAMETTE RIVER, in COTTAGE GROVE RESERVOIR; ROW RIVER in DORENA RESERVOIR; LONG TOM RIVER in FERN RIDGE RESERVOIR; MIDDLE FORK WILLAMETTE RIVER in LOOKOUT POINT RESERVOIR; NORTH SANTIAM RIVER in DETROIT RESERVOIR; tributaries to the WILLAMETTE RIVER appropriated for IRRIGATION.

This right was perfected under Permit R-1625. The date of priority is AUGUST 16, 1954. The amount of water entitled to be stored each year under this right is NOT MORE THAN 834,563 ACRE-FEET (AF); BEING 99,563 AF (IN ANY COMBINATION, UP TO 29,781.5 AF from COAST FORK WILLAMETTE RIVER IN COTTAGE GROVE RESERVOIR AND UP TO 69,781.5 AF from ROW RIVER in DORENA RESERVOIR); 95,000 AF from LONG TOM RIVER in FERN RIDGE RESERVOIR; 340,000 AF from MIDDLE FORK WILLAMETTE RIVER in LOOKOUT POINT RESERVOIR; 300,000 AF from NORTH SANTIAM RIVER in DETROIT RESERVOIR TO BE APPROPRIATED UNDER SECONDARY APPLICATIONS HEREINAFTER TO BE FILED FOR IRRIGATION, PROVIDED THAT ALL SECONDARY APPLICATIONS SHALL BE ACCOMPANIED BY A COPY OF THE CONTRACT BETWEEN THE APPLICANT AND THE BUREAU OF RECLAMATION FOR THE PURCHASE OF THE STORED WATERS.

The reservoirs are located as follows:

COTTAGE GROVE RESERVOIR WITHIN PORTIONS OF THE FOLLOWING:			
Twp	Rng	Mer	Sec
21 S	3 W	WM	27
21 S	3 W	WM	28
21 S	3 W	WM	29
21 S	3 W	WM	32
21 S	3 W	WM	33
22 S	3 W	WM	4
22 S	3 W	WM	5
22 S	3 W	WM	8

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-080 and OAR 690-01-005 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

DORENA RESERVOIR WITHIN PORTIONS OF THE FOLLOWING:			
Twp	Rng	Mer	Sec
20 S	2 W	WM	32
20 S	2 W	WM	33
20 S	2 W	WM	34
21 S	2 W	WM	2
21 S	2 W	WM	3
21 S	2 W	WM	4
21 S	2 W	WM	5
21 S	2 W	WM	10
21 S	2 W	WM	11
21 S	2 W	WM	13
21 S	2 W	WM	14

FERN RIDGE RESERVOIR WITHIN PORTIONS OF THE FOLLOWING:			
Twp	Rng	Mer	Sec
17 S	5 W	WM	3
17 S	5 W	WM	4
17 S	5 W	WM	5
17 S	5 W	WM	8
17 S	5 W	WM	9
17 S	5 W	WM	10
17 S	5 W	WM	11
17 S	5 W	WM	14
17 S	5 W	WM	15
17 S	5 W	WM	16
17 S	5 W	WM	17
17 S	5 W	WM	18
17 S	5 W	WM	19
17 S	5 W	WM	20
17 S	5 W	WM	21
17 S	5 W	WM	22
17 S	5 W	WM	23
17 S	5 W	WM	26
17 S	5 W	WM	27
17 S	5 W	WM	28
17 S	5 W	WM	29
17 S	5 W	WM	30
17 S	5 W	WM	32
17 S	5 W	WM	33
17 S	5 W	WM	34

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LOOKOUT POINT RESERVOIR
WITHIN PORTIONS OF THE FOLLOWING:

Twp	Rng	Mer	Sec
19 S	1 W	WM	13
19 S	1 W	WM	24
19 S	1 E	WM	18
19 S	1 E	WM	19
19 S	1 E	WM	20
19 S	1 E	WM	21
19 S	1 E	WM	27
19 S	1 E	WM	28
19 S	1 E	WM	29
19 S	1 E	WM	30
19 S	1 E	WM	33
19 S	1 E	WM	34
19 S	1 E	WM	35
20 S	1 E	WM	1
20 S	1 E	WM	2
20 S	1 E	WM	3
20 S	1 E	WM	4
20 S	1 E	WM	10
20 S	1 E	WM	11
20 S	1 E	WM	12
20 S	2 E	WM	7
20 S	2 E	WM	17
20 S	2 E	WM	18
20 S	2 E	WM	19
20 S	2 E	WM	20
20 S	2 E	WM	21
20 S	2 E	WM	27
20 S	2 E	WM	28

DETROIT RESERVOIR
WITHIN PORTIONS OF THE FOLLOWING:

Twp	Rng	Mer	Sec
9 S	5 E	WM	35
9 S	5 E	WM	36
10 S	4 E	WM	24
10 S	5 E	WM	1
10 S	5 E	WM	2
10 S	5 E	WM	3
10 S	5 E	WM	7
10 S	5 E	WM	10
10 S	5 E	WM	11
10 S	5 E	WM	12
10 S	5 E	WM	14
10 S	5 E	WM	15
10 S	5 E	WM	16
10 S	5 E	WM	17
10 S	5 E	WM	18
10 S	5 E	WM	19
10 S	5 E	WM	20

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DETROIT RESERVOIR WITHIN PORTIONS OF THE FOLLOWING:			
Twp	Rng	Mer	Sec
10 S	5 E	WM	21
10 S	5 E	WM	22
10 S	5 E	WM	27
10 S	5 E	WM	28
10 S	6 E	WM	7
10 S	6 E	WM	17
10 S	6 E	WM	18

THIS CERTIFICATE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN **"EXHIBIT B"** OF THE APPLICATION.

This certificate is issued to correct a scrivener's error in the description of the place of use of Dorena Reservoir in the certificate recorded at page 91538, State Record of Water Right Certificates, which described that portion of the water right previously confirmed by Certificate 72755 NOT modified by the provisions of an order of the Water Resources Director entered June 10, 2016, approving Transfer Application T-12120. This certificate supersedes Certificate 91538.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

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

WITNESS the signature of the Water Resources Director, affixed JUN 27 2016.


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

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COUGAR RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 31 AND 32
TOWNSHIP 16 SOUTH, RANGE 5 EAST, W.M.

SECTIONS 4, 5, 6, 7, 8, 17, 20, 28, 29, AND 33
TOWNSHIP 17 SOUTH, RANGE 5 EAST, W.M.

BLUE RIVER RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 9, 10, 11, 12, 13, 14, 15, 16, AND 22
TOWNSHIP 16 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 6 AND 7
TOWNSHIP 16 SOUTH, RANGE 5 EAST, W.M.

FALL CREEK RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTION 36
TOWNSHIP 18 SOUTH, RANGE 1 WEST, W.M.

SECTION 1
TOWNSHIP 19 SOUTH, RANGE 1 WEST, W.M.

SECTIONS 26, 27, 31, 32, 33, AND 34
TOWNSHIP 18 SOUTH, RANGE 1 EAST, W.M.

SECTIONS 4, 5, 6, 7, 8, 9, AND 16
TOWNSHIP 19 SOUTH, RANGE 1 EAST, W.M.

FOSTER RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 22, 23, 24, 25, 26, AND 27
TOWNSHIP 13 SOUTH, RANGE 1 EAST, W.M.

SECTIONS 16, 17, 19, 20, 28, 29, 30, 32, AND 33
TOWNSHIP 13 SOUTH, RANGE 2 EAST, W.M.

SEE NEXT PAGE

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GREEN PETER RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 24, 25, 26, 35, AND 36
TOWNSHIP 12 SOUTH, RANGE 2 EAST, W.M.

SECTIONS 9, 10, 16, 17, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32,
33, 34, AND 35
TOWNSHIP 12 SOUTH, RANGE 3 EAST, W.M.

SECTIONS 1, 2, 10, 11, AND 12
TOWNSHIP 13 SOUTH, RANGE 2 EAST, W.M.

SECTIONS 3, 4, 5, AND 6
TOWNSHIP 13 SOUTH, RANGE 3 EAST, W.M.

SECTION 19
TOWNSHIP 12 SOUTH, RANGE 4 EAST, W.M.

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

WITNESS the signature of the Water Resources Director, affixed AUGUST 28, 1996.

 ls **Steven P. Applegate**
Martha O. Pagel

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Recorded in State Record of Water Right Certificates numbered 72756.

ATTACHMENT D
BOR PROPOSED WATER CONTRACT
249E102242

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Salem, OR



United States Department of the Interior

BUREAU OF RECLAMATION

1150 North Curtis Road

Boise, ID 83706-1234



IN REPLY REFER TO:

CPN-6323

2.2.4.23

FEB 02 2024

Mr. Darin Cox, President
Palmer Creek Water District Improvement Company
14395 SE Wallace Rd.
Dayton, OR 97114

Subject: Proposed Water Service Contract 249E102242, Willamette River Basin Project,
Oregon

Dear Mr. Cox:

Enclosed for your consideration are three copies of the current form of a water service contract, which when properly executed would make irrigation water from Willamette Reservoir available beginning with the 2024 irrigation season.

If you find the contract acceptable, please sign two copies, have your signatures notarized, and return the two signed contracts to this office. Additionally, your 2024 water service payment in the amount of \$2,960 is now due. Please submit your payment and the signed contracts in the enclosed self-addressed envelope. Once we receive the signed contracts, they can then be executed on behalf of the United States and dated. We will send you an executed original for your records. We will also mail a copy of the contract to the Oregon Water Resources Department. Please see Article 7 of the contract for required annual payments. Please review carefully that the land description is correct. Any future contract actions will be charged a fee as described in Article 8.

If you have questions, please contact Ms. Joy Kelley, Repayment Specialist, at the above address, (986) 999-8984 or jkelly@usbr.gov, or me at (208) 378-5306 or emcgarry@usbr.gov. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

E. Gail McGarry
Program Manager

Reclamation Law Administration

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Enclosure (In Triplicate)

INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

* PARTIAL

Contract No. 249E102242

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
BETWEEN THE UNITED STATES
AND
PALMER CREEK WATER DISTRICT
IMPROVEMENT COMPANY

Contents

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Contract No. 249E102242

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
BETWEEN THE UNITED STATES
AND
PALMER CREEK WATER DISTRICT
IMPROVEMENT COMPANY

THIS CONTRACT is pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Palmer Creek Water District Improvement Company**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

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

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3. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, CPN-BFO-CE-2024-031, approved on January 11, 2024; and

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

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

DEFINITIONS

5. The following terms wherever used in this contract shall have the following respective meanings:

“Irrigation Use” shall mean the use of contract water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

“Municipal and Industrial Use” shall mean the use of contract water for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation use” above or within another category of water use under an applicable Federal authority.

LANDS FOR WHICH WATER IS DIVERTED: LIMITATIONS ON RELEASES

6. Upon completion of an assessment and corresponding finding that the fish screen at the diversion described in subarticle 12(d) of this contract is in compliance with National Marine Fisheries Service Criteria, for a period not to exceed 40 years from the date first above written, the United States shall release each year to the Contractor during the irrigation season from March 1 to October 31, inclusive, stored water from the Willamette River Basin Project for the irrigation of land owned or served by the Contractor found in the maps attached as Exhibits B, C and D, which is described as follows: See Attachment A

Of the land described, not more than 148 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 370 acre-feet of stored water annually, measured at the point of delivery of said water.

PAYMENTS FOR WATER

7. (a) An annual payment of \$2,960 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$2,960 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 370 acre-feet of stored water for irrigation of the lands described above. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by **December 1** of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual payment shall at a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 6 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the Contracting Officer for the irrigation water marketing program of the Willamette

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River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 18 of this contract.

CONTRACT ADMINISTRATION FEES

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

CHARGES FOR DELINQUENT PAYMENTS

9. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the

delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

RELEASE OF WATER

10. (a) Upon payment of the charges specified in Article 7 above and completion of the fish screen assessment activities identified in Article 6 above, the United States will release water from the Willamette River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payments or fish screen requirements are not met.

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

4,700 feet north and 1,290 feet east of the southeast corner of
Section DLC 58, T. 6 S., R. 3 W., Willamette Meridian

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

over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

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

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Water-Related Contracts and Charges – General Principles and Requirements* (PEC P05), and Reclamation Manual Directives and Standards, *Contract Compliance Reviews* (PEC 05-08).

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

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

If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

SPECIAL CONDITIONS

12. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 6. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer.

The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA).

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated, and water service hereunder shall cease when stored water is made available to the lands described in Article 6 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

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

(d) At the Contractor's point of diversion, fish screen(s) and/or fish passage structure(s), approved by NMFS or its designee, shall be installed, operated, and maintained in good operating condition by and at the expense of the Contractor, but shall remain at all times available for inspection by the United States and the State of Oregon, whose representatives may at all times have access to them over any lands of the Contractor. Provided; as a condition of the continued release of water, every five to seven years, the Contractor must re-confirm that their diversion(s) are still in conformance with NMFS design guidelines. Provided further; in the event

that requirements for fish passage structures and/or fish screening are changed by either the State or Federal fisheries agencies after initial compliant installation by the Contractor, the Contractor shall bring its diversion into compliance with the new requirements within a timeframe established by the Contracting Officer or the applicable State and Federal fisheries agency.

TERM OF CONTRACT

13. This contract shall become effective upon the date of signature of the last signatory party herein, and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Article 14 or by agreement of the parties hereto: Provided; that upon expiration this contract, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

14. (a) This contract becomes operable upon completion of the fish screen assessment activities as identified in Article 6 above. The United States may terminate this contract and water service hereunder shall cease if the Contractor is delinquent in payment of the water service payment for a period of 90 days or upon failure of the Contractor to abide by the terms and conditions of this Contract, or by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

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

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

HOLD HARMLESS AND INDEMNIFICATION

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

TITLE TO PROJECT WORKS

16. Title to all of the Willamette River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

DISCLAIMER

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

contract. Further, the United States shall not be liable for any acts or omissions of the Contractor or its agents or of persons for whom water is released.

NOTICES

18. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Reclamation Law Administration, Columbia-Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered Palmer Creek Water District Improvement Company, 14395 SE Wallace Rd., Dayton, OR 97114. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

GENERAL PROVISIONS

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

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

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

PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY

By: _____
Darin Cox, President

Date

STATE OF _____ County of _____

On this _____ day of _____, 20____, personally appeared before me, Darin Cox, President, known to be the official of **PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY** for the uses and purposes therein mentioned, and on oath stated that the official is authorized to execute said instrument on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(SEAL)

Notary Public in and for the
State of _____
Residing at: _____
My commission expires: _____

.....
UNITED STATES OF AMERICA

By: _____
E. Gail McGarry, Program Manager
Reclamation Law Administration
Columbia-Pacific Northwest Region

Date

STATE OF IDAHO County of Ada

On this _____ day of _____, 20____, personally appeared before me _____, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

(SEAL)

Notary Public in and for the
State of IDAHO
Residing at: _____
My commission expires: _____

Received by OWRD

JUN 10 2025

Salem, OR

Received by OWRD

JUN 10 2025

Salem, OR

GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT

GENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

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

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Willamette River Basin project facilities during any period that the Contractor is in arrears in the advance payment of the greater of \$8 per acre-foot or \$50 due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water use as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

(h). 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

(2) These statutes prohibit any person in the United States from being excluded from participation in, be denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any

measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

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

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

PRIVACY ACT COMPLIANCE

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

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

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

CHANGES IN CONTRACTOR'S ORGANIZATION

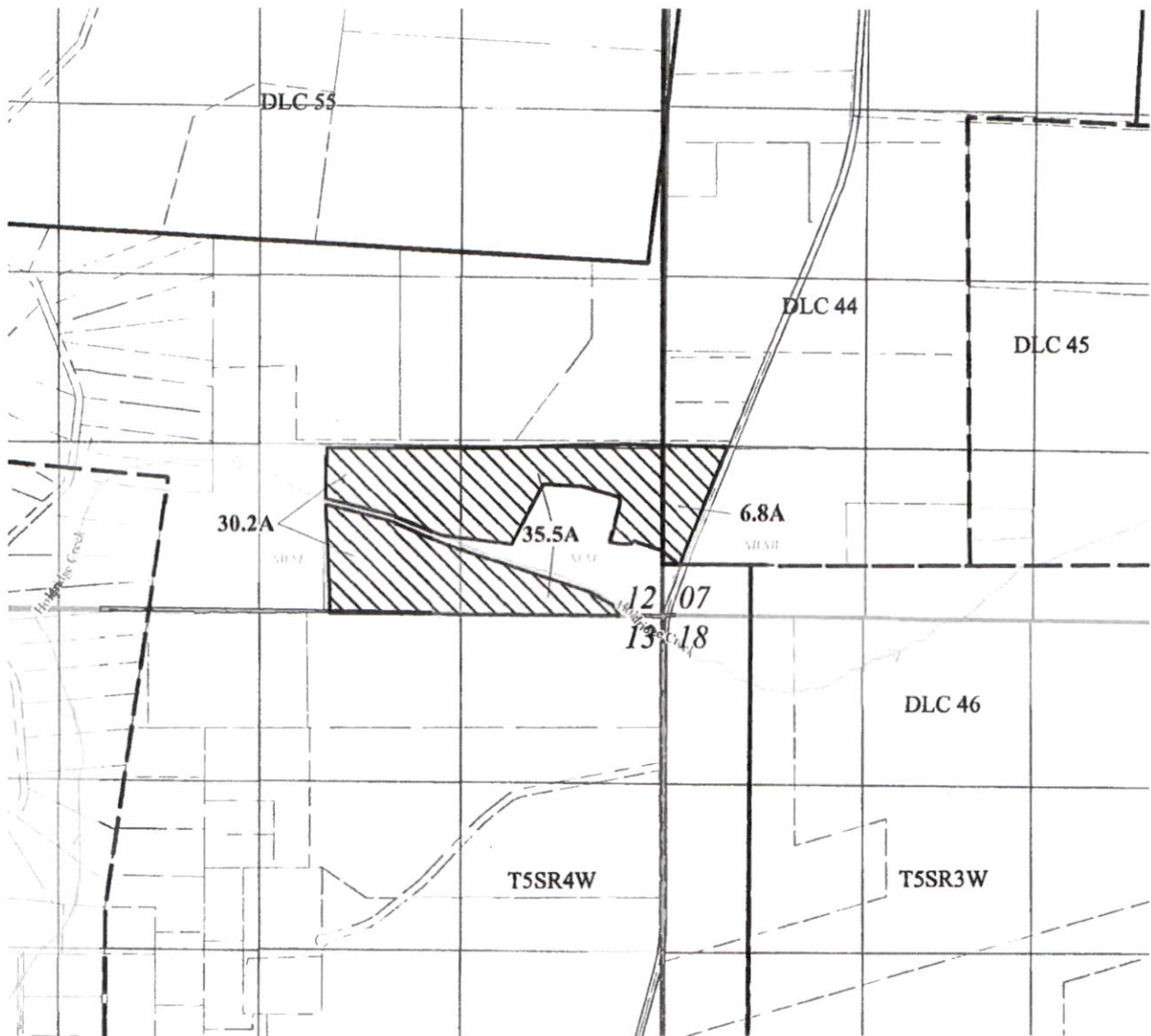
(m). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including,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

Received by OWRD

JUN 10 2025

Salem, OR

**T5S, R4W WM, Section 7 & T5S, R4W, WM, Section 12
Yamhill County, Oregon**



Explanation

- | | | |
|----------------------|-----------------|---------|
| Primary (72.5 Acres) | Quarter Quarter | Roads |
| DLC | Taxlots | Streams |

NAD 1983 HARN
Datum of 1983
Prepared December 01, 2023

Sources: BLM CadNSDI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

EnviroLogic Resources, Inc.
ENVIRONMENTAL · WATER RESOURCES SCIENTISTS

Received by OWRD

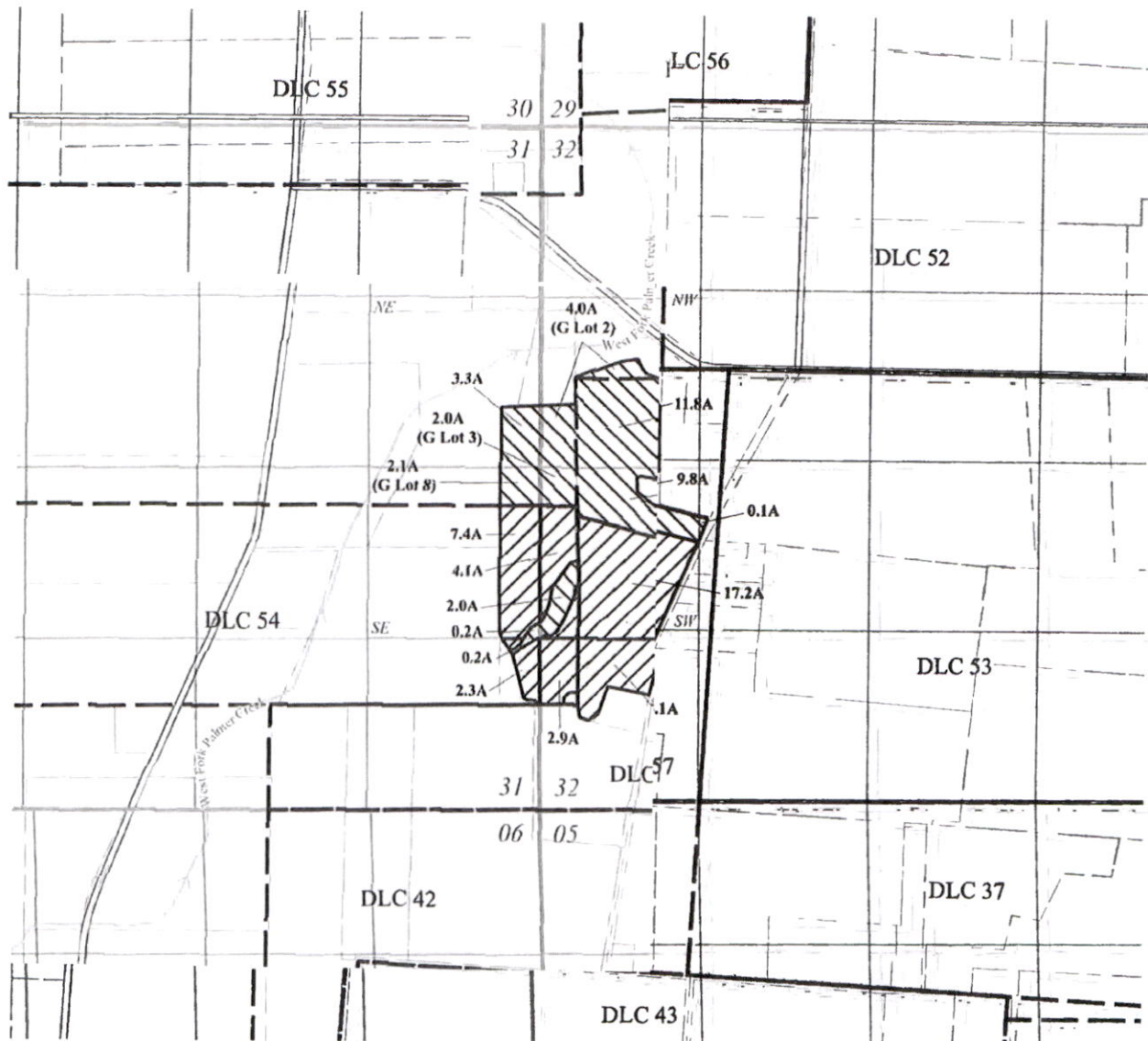
JUN 10 2025

Salem, OR



BUREAU OF RECLAMATION
Map 1 of 3
Palmer Creek Water District
Improvement Company

**T4S, R3W WM, Section 31 & 32
Yamhill County, Oregon**



Explanation

- | | | | | | |
|--|---------------------------|--|-----------------|--|-------|
| | Primary (35.5 Acres) | | Section | | Roads |
| | Supplemental (40.0 Acres) | | Quarter Quarter | | reams |
| | DLC | | taxlots | | |

0 330 660 990 1,320 ft

1 inch = 1,320 feet

NAD 1983 HARN
Datum of 1983
Prepared November 20, 2023

Sources: BLM CadNDSI PLSS, roads, county lines & tax lots (Yamhill County), Oregon Spatial Data Library water features, DLC lines, et al. Locations of proposed wells and points of use provided by client.

This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.

EnviroLogic Resources, Inc.
ENVIRONMENTAL - WATER RESOURCES SCIENTISTS



BUREAU OF RECLAMATION
Map 2 of 3
Palmer Creek Water District
Improvement Company

Received by OWRD

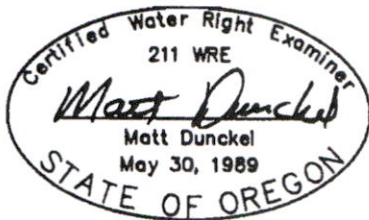
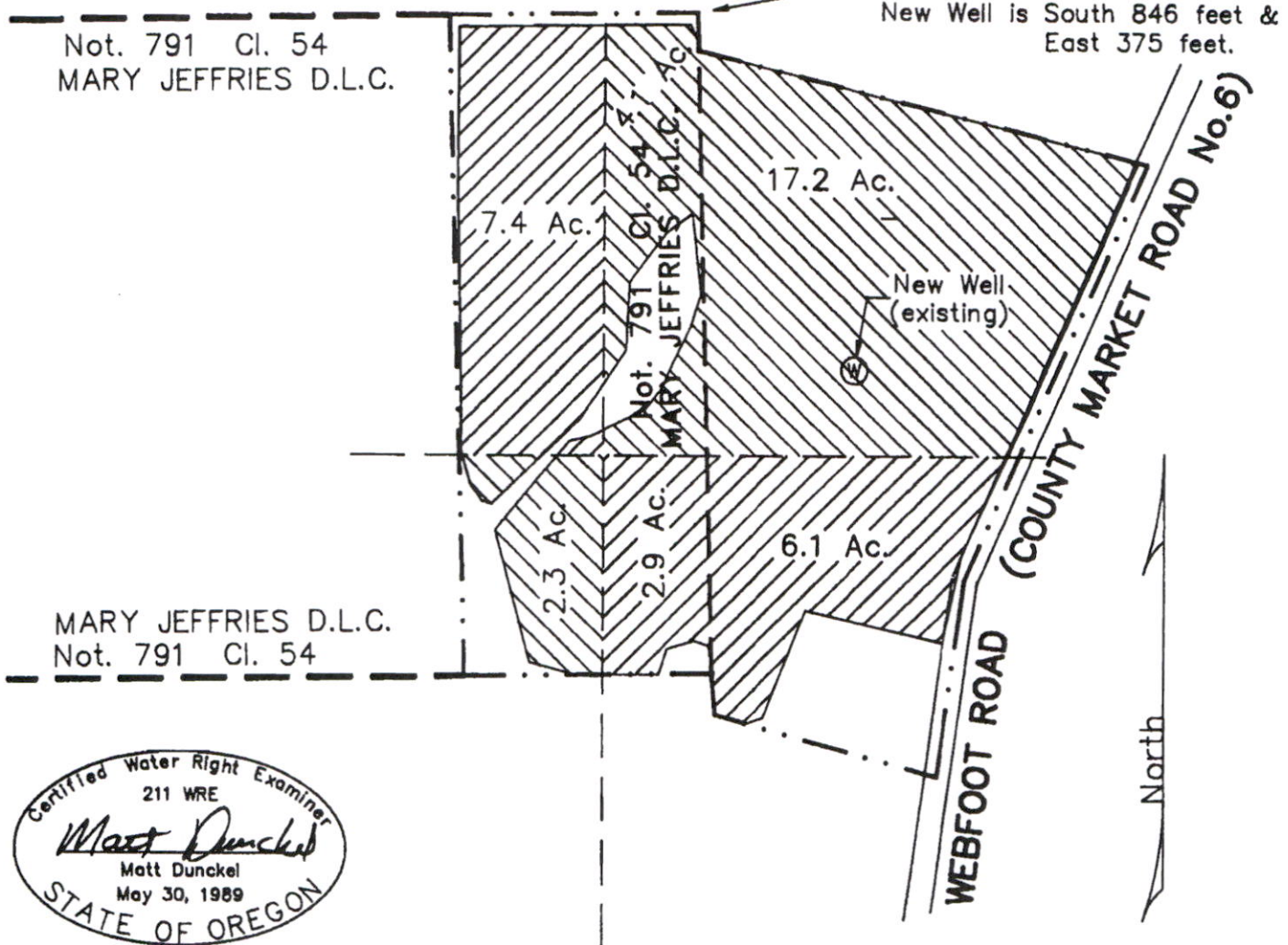
JUN 10 2025

Salem, OR

T. 4 S., R. 3 W., W.M.

Location: N.W. 1/4 & S.W. 1/4 of
the S.W. 1/4 of Section 32, T.4 S., R.3 W.,
Yamhill County, Oregon.

Date: 8 August 1996



By: Matt Dunckel & Assoc.
19010 Baker Creek Road
McMinnville, OR 97128
Phone: 472-7904

31 | 32
6 | 5

Scale : 1" = 400'

FINAL PROOF SURVEY
UNDER

Application No. G-13470 Permit No. G-12147

IN NAME OF

Merlyn A. Bryan

Surveyed July 31 1996

Received by OWRD

JUN 10 2025

Salem, OR

#1096

Attachment A
Contract No. 249E102242

							BOR ACRES	
Farmer	Twp	Rng	Sec	¼ ¼	Gvt Lot or DLC	Crop	Primary	Supplemental
May, Jordan	4S	3W	31	SENE		Hazelnut	3.3	
	4S	3W	31	NESE	DLC 54	Tall Fescue	0.2	7.4
	4S	3W	31	NESE	Lot 8	Tall Fescue	2.1	
	4S	3W	31	SESE	DLC 54	Tall Fescue	0.2	2.3
	4S	3W	32	SWNW	DLC 57	Hazelnut	11.8	
	4S	3W	32	SWNW	Lot 2	Hazelnut	4.0	
	4S	3W	32	NESW	DLC 57	Hazelnut	0.1	
	4S	3W	32	NWSW	Lot 3	Hazelnut	2.0	
	4S	3W	32	NWSW	DLC 54	Tall Fescue	2.0	4.1
	4S	3W	32	NWSW	DLC 57	Tall Fescue	9.8	17.2
	4S	3W	32	SWSW	DLC 54	Tall Fescue		2.9
	4S	3W	32	SWSW	DLC 57	Tall Fescue		6.1

Siegers Land and Cattle, LLC	5S	3W	7	SWSW	DLC 44	corn/grass	6.8	
	5S	4W	12	SWSE		corn/grass	30.2	
	5S	4W	12	SESE		corn/grass	35.5	

TOTAL

108.0

40.0

Received by OWRD
JUN 10 2025
Salem, OR

ATTACHMENT E
Fish Screen Approval Letter

Received by OWRD

JUN 10 2025

Salem, OR



Oregon

Theodore R. Kulongoski, Governor

Department of Fish and Wildlife

Fish Division

3406 Cherry Avenue NE

Salem, OR 97303

(503) 947-6200

Fax (503) 947-6202/6203

www.dfw.state.or.us



July 17, 2008

Palmer Creek Water District Improvement Company
Jon Bartch
14301 Wallace Road
Dayton, OR 97114

Dear Mr. Bartch:

Thank you for participating in the State of Oregon's fish screening program. Your involvement in these cost-sharing and tax credit incentives helps protect fish by installing screening diversions (S-02-0032) on Oregon's rivers and streams.

According to our records, the screen passed final inspection on May 29, 2008 at the Willamette River pump station. Therefore, ODFW is releasing the final 10% reimbursement limited to **\$15,000.00**.

This reimbursement will be mailed to you and you should receive this check in 3 to 4 weeks.

Sincerely,

Ray Hartlerode
Program Manager
Fish Screening & Passage Program

Received by OWRD

JUN 10 2008

Salem, OR

ATTACHMENT F
PLACE OF USE
ACRE LISTING

Received by OWRD

JUN 10 2025

Salem, OR

							ACRES	
Farmer	Twp	Rng	Sec	¼ ¼	Gvt Lot or DLC	Crop	Primary	Supplemental
May, Jordan	4S	3W	31	SENE		Hazelnut	3.3	
	4S	3W	31	NESE	DLC 54	Tall Fescue	0.2	7.4
	4S	3W	31	NESE	Lot 8	Tall Fescue	2.1	
	4S	3W	31	SESE	DLC 54	Tall Fescue	0.2	2.3
	4S	3W	32	SWNW	DLC 57	Hazelnut	11.8	
	4S	3W	32	SWNW	Lot 2	Hazelnut	4.0	
	4S	3W	32	NESW	DLC 57	Hazelnut	0.1	
	4S	3W	32	NWSW	Lot 3	Hazelnut	2.0	
	4S	3W	32	NWSW	DLC 54	Tall Fescue	2.0	4.1
	4S	3W	32	NWSW	DLC 57	Tall Fescue	9.8	17.2
	4S	3W	32	SWSW	DLC 54	Tall Fescue		2.9
	4S	3W	32	SWSW	DLC 57	Tall Fescue		6.1

Slegers Land and Cattle, LLC	5S	3W	7	SWSW	DLC 44	corn/grass	6.8	
	5S	4W	12	SWSE		corn/grass	30.2	
	5S	4W	12	SESE		corn/grass	35.5	

TOTAL

108.0

40.0

Received by OWRD

JUN 10 2025

Salem, OR

ATTACHMENT G
PLACE OF USE
UNDERLYING PRIMARY WATER RIGHTS

Received by OWRD

JUN 10 2025

Salem, OR

STATE OF OREGON
COUNTY OF YAMHILL
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

MERLYN A. BRYAN
1350 E. 17TH STREET
McMINNVILLE, OREGON 97128

confirms the right to use the waters of A WELL in the PALMER CREEK BASIN for IRRIGATION.

This right was perfected under Permit G-12147. The date of priority is JULY 9, 1993. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 0.5 CUBIC FOOT PER SECOND, or its equivalent in case of rotation, measured at the well.

The well is located as follows:

NW 1/4 SW 1/4, AS PROJECTED WITHIN DLC 57, SECTION 32, TOWNSHIP 4
SOUTH, RANGE 3 WEST, W.M.; 846 FEET SOUTH AND 375 FEET EAST FROM THE NE
CORNER OF DLC 54.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre-feet per acre for each acre irrigated during the irrigation season of each year.

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

A description of the place of use to which this right is appurtenant is as follows:

NE 1/4 SE 1/4	7.4 ACRES
SE 1/4 SE 1/4	2.3 ACRES
BOTH AS PROJECTED WITHIN JEFFRIES DLC 54	
SECTION 31	
NW 1/4 SW 1/4	4.1 ACRES
SW 1/4 SW 1/4	2.9 ACRES
BOTH AS PROJECTED WITHIN JEFFRIES DLC 54	
NW 1/4 SW 1/4	17.2 ACRES
SW 1/4 SW 1/4	6.1 ACRES
BOTH AS PROJECTED WITHIN COOVERT DLC 57	
SECTION 32	
TOWNSHIP 4 SOUTH, RANGE 3 WEST, W.M.	

The well shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon.

Measurement, recording and reporting conditions:

- A. The permittee shall maintain a meter or measuring device in good working order.
- B. The water user shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

PAGE 1 OF 2

G-13470.SB

76303

Received by OWRI

JUN 10 2025

Salem, OR

- C. The Director may require the water user to keep and maintain a record of the amount (volume) of water used and may require the water user to report water use on a periodic schedule as established by the Director. In addition, the Director may require the water user to report general water use information, the periods of water use and the place and nature of use of water under the right. The Director may provide an opportunity for the water user to submit alternative reporting procedures for review and approval.

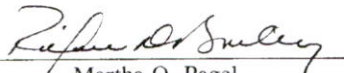
Failure to comply with any of the provision of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

The right to use water for the above purpose is restricted to beneficial use, without waste, on the lands or place of use described. The water user is advised that new regulations may require use of best practical technologies or conservation practices to achieve this end.

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

The use of water shall be limited when it interferes with any prior surface or ground water rights.

WITNESS the signature of the Water Resources Director, affixed SEPTEMBER 30, 1999.


Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 76303.

G-13470.SB

Received by OWRD

JUN 10 2025

Salem, OR

T. 4 S., R. 3 W., W.M.

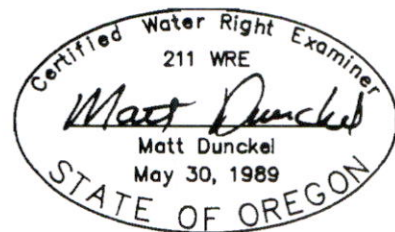
Location: N.W. 1/4 & S.W. 1/4 of
the S.W. 1/4 of Section 32, T.4 S., R.3 W.,
Yamhill County, Oregon.

Date: 8 August 1996

NE Corner of the
Mary Jeffries D.L.C. No. 54.
New Well is South 846 feet &
East 375 feet.

Not. 791 Cl. 54
MARY JEFFRIES D.L.C.

MARY JEFFRIES D.L.C.
Not. 791 Cl. 54



By: Matt Dunckel & Assoc.
19010 Baker Creek Road
McMinnville, OR 97128
Phone: 472-7904

31 | 32
6 | 5

Scale : 1" = 400'

FINAL PROOF SURVEY

UNDER

Application No. G-13470

Permit No. G-12147

Received by OWRD

IN NAME OF

JUN 10 2025

Merlyn A. Bryan

Salem, OR

Surveyed July 31, 1996

#1096

ATTACHMENT H
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY
LEGAL DESCRIPTIONS and
EASEMENT AGREEMENTS

Received by OWRD
JUN 10 2025
Salem, OR

CRAIG, BRAND, LAKE & HART
ATTORNEYS AT LAW

K. D. BRAND
BRENT C. LAKE
JERRY B. HART

330 NORTH EVANS STREET
McMINNVILLE, OREGON 97128
(503) 472-5156
FAX: (503) 434-6597

October 26, 1999

JAMES E. CRAIG
Retired 1994

Easements and Legal Descriptions for Palmer Creek
Delivery System

Attn: Sam Sweeney
Palmer Creek Water District
P.O. Box 152
Dayton, OR 97114

RE: *Easements*

Dear Sam:

Cindy of our office was able to obtain what we believe are all of the easements which were granted at the time of the formation of Palmer Creek Water District Improvement Company. She was able to find eight documents altogether. I have labeled them E-1 through E-8. They are as follows:

- ✓ E-1 Easement from Robert M. and Thelma Caldwell recorded at Vol 61, Pg. 840 & 841; ✓
- ✓ E-2 Easement from Thurlowe F. and Joyce E. Gingrich recorded at Vol 61, Pg. 847 & 848; *Dehon*
- ✓ E-3 Easement from John F. Geisler recorded at Vol 61, Pg 845 & 846; -
- ✓ E-4 Easement from Clements and Ana May Schrock recorded at Vol 61, Pg 843 & 844;
- ✓ E-5 Easement from Lloyd L. and Mary Lind recorded at Vol 61, Pg. 849; - *Evergreen*
- ✓ E-6 Easement from Eugene E. and Lenna J. Wilson recorded at Vol 61, Pg. 842; - *OWEN*
- ✓ E-7 Easement from E. J. and Janice M. Gingrich recorded at Vol 61, Pg 852; *WOOD - EVERGREEN*
- ✓ E-8 Easement from Lloyd L. and Mary Lind recorded at Vol 61, Page 850 & 851. - *DITCHE*

These easements are in order where they go generally north to south and then make a turn to the east to meet up with the Willamette River. The easements apparently terminate at a 0.5 acre parcel owned by Palmer Creek along the Willamette River. That property was conveyed to Palmer Creek by Mr. and Mrs. Torbet and Mr. and Mrs. Lind in a deed which was recorded at the same time as the easements and then re-recorded a few months later to correct the description of the 0.5 acres. Copies of the original deed and correction deed are also included.

I have also included a photocopy of maps provided to us by title companies. They were useful in helping locate the easements.

I have also included copies of various deeds. All of the easements make reference to deeds. The descriptions of the easements are based upon the descriptions contained in these deeds. Therefore it is often necessary to refer to the deeds in order to understand the easements.

Received by OWRD

JUN 10 2025

Salem, OR

I recall that you initially had a question as to the width of the easement. When you read through them you will note that beginning on the north the easements from Caldwell (E-1) and Geisler (E-3) are 50 feet in width. These two easements contain the language that they are, "A parcel of land 50 feet in width for temporary construction easement purposes, . . ." These are the only two easements which contain that quoted language. It appears that the easement for the canal is typically 35 feet wide with it going up to 50 feet in places. As an example, the easement E-2 from Thurlowe and Joyce Gingrich creates easements on three separate parcels. They are labeled A, B, and C. Easement E-2B is 35 feet in width and runs 1,800 feet. The easement created under E-2C, makes reference to a 32.5 foot strip of land, however, that runs parallel with the easement given by the Schrocks, E-4, which creates a 17.5 foot strip which combined with the 32.5 feet creates a total of a 50 feet wide easement. The best I can determine the easement widths are as follows:

E-1 is 50 feet wide;

E-2A is 12.5 but when combined with easement E-5 given by Mr. and Mrs. Lind which is 22.5 feet creates a 35 feet wide easement;

Easement E-2B is 35 feet wide;

Easement E-2C is 32.5 feet wide but when combined with the Schrock easement, E-4, which is 17.5 feet wide creates a 50 feet wide easement;

E-3 from Geisler is 50 feet wide;

E-5 given by Lloyd and Mary Lind is 22.5 feet wide and that easement joins with the 12.5 foot Gingrich easement, E-2A, to create a 35 feet wide easement;

Easement E-6 from Wilson is 22.5 feet. It combines with E-7 from E.J. and Janice Gingrich to create an easement which is 5 feet wide;

The second portion of the E.J. and Janice Gingrich easement, E-7, is 17.5 feet wide and combines with E-8 from Mr. and Mrs. Lind to create a 35 feet wide easement 4,150 feet long to Palmer Creek's 0.5 acre parcel.

I am the first to admit that I may have made some omissions and mistakes in the above analysis. If nothing else these are documents which Palmer Creek should have in its records. To get a true picture of the easements you will need to enlist the aide of a surveyor who could prepare a good map of these easements and if warranted, compare the descriptions to how the canal system actually aligns with the descriptions.

Please let me know if you have any questions.

Yours truly,


Jerry B. Hart

JBH:cjr

Enclosures

N:\OFFICE\Jerry\Palmer Creek\Sam 1026.wpd

Received by OWRD

JUN 10 2025

Salem, OR

WITNESSETH, that for and in consideration of the sum of One Dollar
(\$1.00), and other valuable consideration to us paid the receipt of which is
hereby acknowledged, we Robert M. and Thelma Caldwell

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch. Should the need develop, Grantee agrees to install fence lines adjacent to the irrigation canal as directed by the Grantor.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

See attached sheet.

Received by OWB

JUN 10 2025

Salem, OR

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company _____ feet on the _____ side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th
day of June, 1967.

Robert M. Caldwell (SEAL)
Thelma M. Caldwell (SEAL)

Subscribed and sworn to before me this 19 day of June, 1967.

Holland J. Lambing
Notary Public for Oregon

My Commission Expires May 25, 1968

Robert M. and Thelma Caldwell

A parcel of land 50 feet in width for temporary construction easement purposes, being a portion of that tract of land conveyed to Robert M. and Thelma Caldwell by deed recorded in Film Volume 19, Page 748, Yamhill County Record of Deeds, Southwest Quarter of Section 29, Township 5 South, Range 3 West of the Willamette Meridian, 37 feet left and 13 feet right of the following described line:

Beginning at a point on the easterly boundary line of said Caldwell tract 280 feet northerly from the most northerly Southwest Corner of that tract of land conveyed to C. K. Geisler, c/o John F. Geisler by deed recorded in Volume 111, Page 482, and Volume 128, Page 244, Yamhill County Record of Deeds and running thence northerly along the centerline of the proposed irrigation canal, said canal follows the thread of the East Branch of Palmer Creek, more or less, to a point 150 feet more or less westerly and 50 feet more or less southerly from the Northeast Corner of said Caldwell tract.

STATE OF OREGON,

89205

County of Yamhill,

I, JACK BEELER, County Clerk for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 840 of Volume F-61 of the Record of Deeds for said County, on this 1st day of August, A.D. 1961 at 9:15 o'clock, A.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk

By Diane Field Deputy

Received by OWRD

JUN 10 2025

Salem, OR

Disc - 5

VO EASEMENT

(E2)

WITNESSETH. that for and in consideration of the sum of One Dollar
(\$1.00), and other valuable consideration to us paid the receipt of which is
hereby acknowledged, we Thurlowe F. and Joyce E. Gingerich

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch. Should the need develop, Palmer Creek Water District Improvement Company agrees to install fence lines adjacent to the irrigation canal as directed by the Grantor.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

See attached sheet

Received by OWRD

JUN 10 2025

Salem, OR

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company 25 feet on the right side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st
day of July, 1967.

Thurlowe F. Gingerich (SEAL)

Joyce E. Gingerich (SEAL)

Subscribed and sworn to before me this 31st day of July, 1967.

William L. Lushington
Notary Public for Oregon

My Commission Expires: May 25, 1968

Thurlowe F. and Joyce E. Gingerich

(1) A. That parcel of land 12.5 feet in width in the Northwest Quarter of Section 5, Township 6 South, Range 3 West and the West One-Quarter of Section 32, Township 5 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of those properties conveyed to Thurlowe F. and Joyce E. Gingerich by deeds recorded in Film Volume 53, Pages 864 and 865, and Film Volume 43, Page 605, Yamhill County Record of Deeds, the easterly boundary line of said 12.5 foot strip being described as follows:

53250 Beginning at an angle point in the easterly boundary line of said Gingerich tract described in Film Volume 58, Pages 864 and 865, said angle point being the Southwest Corner of that tract of land conveyed to E. J. and J. M. Gingerich by deed recorded in Film Volume 36, Page 259, Yamhill County Record of Deeds, and running thence North 10° 30' East 3234.7 feet along said easterly boundary line to a point South 10° 30' West 12.5 feet from the northwesterly corner of that tract of land conveyed to L. L. and M. Lind by deed recorded in Volume 179, Page 596, Yamhill County Record of Deeds.

(2) B. And Also, a 35 foot strip of land in said Gingerich tract described in Film Volume 58, Pages 864 and 865, lying 12.5 feet left and 22.5 feet right of the following described line:

53325 Beginning at a point on the easterly boundary line of said Gingerich tract described in Film Volume 58, Pages 864 and 865, Yamhill County Record of Deeds, said point being said northwesterly corner of said Lind tract and running thence North 86° 33' 32" West 830.40 feet and North 6° 49' 38" West 1800 feet, more or less, to a point on the southerly boundary line of said Gingerich tract described in Film Volume 43, Page 605, Yamhill County Record of Deeds;

thence easterly along said southerly boundary line to the Southeast Corner of said Gingerich tract described in Film Volume 43, Page 605.

(3) C. And Also, a 32.5 foot strip of land in said Gingerich tract described in Film Volume 43, Page 605, the easterly boundary line of said 32.5 foot strip being described as follows:

53340 Beginning at a point on the easterly boundary line of said Gingerich tract described in Film Volume 43, Page 605, 12.5 feet northerly from the southeasterly corner of said tract and running thence northerly along said easterly boundary 595 feet, thence continuing along said easterly boundary with a strip of land 8 feet in width 310 feet to a point 250 southerly, more or less, from the southerly boundary line of that tract of land conveyed to N. O. and V. L. Pearse by deed recorded in Volume 166, Page 406, Yamhill County Record of Deeds.

STATE OF OREGON

89209

County of Yam Hill

I, JACOB BETLER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 848 of Volume F-61 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967 at 9:23 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
JACOB BETLER, County Clerk
By Jimie Bell Deputy

Received by OWRD

JUN 10 2025

Salem, OR

EASEMENT

(E-3)

WITNESSETH, that for and in consideration of the sum of One Dollar
 (\$ 1.00), and other valuable consideration to us paid the receipt of which is
 hereby acknowledged, we 1 John F. Geisler

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch. Should the need develop, Grantee agrees to install fence lines adjacent to the irrigation canal as directed by the Grantor.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

Received by OWRD

See attached sheet.

JUN 10 2025

Salem, OR

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company _____ feet on the _____ side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19
 day of June, 1967.

John F. Geisler (SEAL)
Arthur L. Geisler (SEAL)

Subscribed and sworn to before me this 19 day of June, 1967.

William L. [Signature]
 Notary Public for Oregon

My Commission Expires: 5-25-68

53.70 - 100

VOL 61 PAGE 846

John F. Geisler

A parcel of land 50 feet in width for temporary construction easement purposes, being a portion of that tract of land conveyed to C. K. Geisler c/o John F. Geisler by deed recorded in Volume 111, Page 482, and Volume 128, Page 244, Yamhill County Record of Deeds, Northwest Quarter of Section 32 and Southwest Quarter of Section 29, Township 5 South, Range 3 West of the Willamette Meridian, 37 feet left and 13 feet right, more or less, of the following described line:

Beginning at a point on the most northerly-southerly boundary line of said Geisler tract 50 feet, more or less, westerly from the Northeast Corner of that tract of land conveyed to James W. Coffey by deed recorded in Film Volume 49, Page 745, and running thence northwesterly along the centerline of the proposed irrigation canal, said canal follows the thread of the East Branch of Palmer Creek, more or less, to a point on the westerly boundary line of said Geisler tract 280 feet, more or less, northerly from the most northerly Southwest Corner of said Geisler tract.

STATE OF OREGON,

89208

County of Yamhill, } ss.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me recorded on Page 846 of Volume 111 of the Records of Deeds for said County, on this 1st day of August, A. D. 1925 at 2:11 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk

By David M. Reed

Deputy

Received by OWRD

JUN 10 2025

Salem, OR

E-41

WITNESSETH, that for and in consideration of the sum of One Dollar
(\$ 1.00), and other valuable consideration to us paid the receipt of which is
hereby acknowledged, we Clements and Anna May Schrock

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch. Should the need develop, Grantee agrees to install fence lines adjacent to the irrigation canal as directed by the Grantor.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

Received by OWRD

JUN 10 2025

Salem, OR

See attached sheet.

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company 25 feet on the easterly side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th
day of June, 1967.

Clements Schrock (SEAL)

Anna May Schrock (SEAL)

Subscribed and sworn to before me this 19 day of June, 1967.

William L. Lashley
Notary Public for Oregon

My Commission Expires: 5-25-68

VOL 61 PAGE 844

That parcel of land 17.5 feet in width in the Northwest Quarter of Section 32, Township 5 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon being a portion of that property conveyed to Clements and Anna May Schrock by deed recorded in Volume 187, Page 668, Yamhill County Record of Deeds the westerly boundary line of said 17.5 foot strip being described as follows:

Beginning at a point on the southerly boundary line of said Schrock tract said point being 17.5 feet Easterly from the southwesterly corner of said tract and running thence North 0° 38' 48" West 480 feet along said westerly boundary line, thence continuing, with a strip of land 42 feet in width, North 0° 38' 48" West 425 feet, thence continuing with the easement 35 feet in width North 0° 38' 48" East 460 feet; thence following the centerline of the proposed irrigation canal, the easement being 12.5' left and 22.5' right of said centered line, said centerline also following the thread of the East Branch of Palmer Creek more or less to a point on the northerly boundary line of said Schrock tract, said point bears North 89° East 145.96 feet from a three-quarter inch iron pipe marking the northwesterly corner of said Schrock tract.

STATE OF OREGON.

89207

County of Yamhill.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 844 of Volume 187 of the Records of Deeds for said County, on this 14 day of August, A. D. 1917 at 9:14 o'clock P. M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk

By James H. Reed Deputy

Received by OWRD

JUN 10 2025

Salem, OR

WITNESSETH, that for and in consideration of the sum of

(\$ _____), and other valuable consideration to us paid the receipt of which is 9:25 AM

hereby acknowledged, we Lloyd L. and Mary Lind

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

That parcel of land 22.5 feet in width in the Northwest Quarter of Section 5, Township 6 South, Range 3 West and Southwest Quarter of Section 32, Township 5 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of those properties conveyed to Lloyd L. and Mary Lind by deeds recorded in Volume 134, Page 708, and Volume 179, Page 596, Yamhill County Record of Deeds, the westerly boundary line of said 22.5 foot strip being described as the westerly boundary lines of said Lind tracts, said westerly boundary line being 2117.48 feet in length, from the northerly boundary line of that tract of land conveyed to E. E. and L. J. Wilson, by deed* To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company 25 feet on the easterly side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

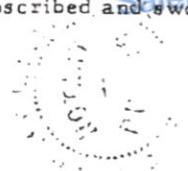
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th

day of July 1967.

Received by OWRD
JUN 10 2025

Lloyd L. Lind (SEAL)
Mary Lind (SEAL)

Subscribed and sworn to before me this 28th day of July, 1967.



Dorothy L. Fiquan
Notary Public for Oregon

My Commission Expires: 2-22-70

* recorded in Volume 111, Page 32, to the northerly boundary line of said Lind tract described in Volume 179, Page 596.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$ 1.00), and other valuable consideration to us paid the receipt of which is

hereby acknowledged, we Eugene E. and Lenna J. Wilson

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch. *Grantee agrees to construct a fence along said ditch when requested to do so by grantors.*

L.J.W. The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

E.W. The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows: That parcel of land 22.5 feet in width in the Northwest Quarter of Section 5, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of that property conveyed to Eugene E. and Lenna J. Wilson by deed recorded in Volume 111, Page 32, Yamhill County Record of Deeds, the westerly boundary line of said 22.5 foot strip being described as the westerly boundary line of said Wilson tract, said boundary line being 559.94 feet, in length, from the northerly boundary line of that of land conveyed to G. J. and J. M. Gingerich by deed recorded in Film Volume 36, page 259, to the southerly boundary line of that tract of land conveyed to L. L. and M. Lind by deed recorded in Volume 134, Page 708.

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company 25 feet on the easterly side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction. *This temporary easement is subject to the rights of Grantor's tenant.*

L.J.W. *E.W.* IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th

day of July, 1967.

Received by OWRD

JUN 10 2025

Eugene Wilson (SEAL)

Lenna J. Wilson (SEAL)

Subscribed and sworn to before me this 5th day of July, 1967.

Salem, OR

St. Charles L. Cushing
Notary Public for Oregon

89206

No. 89206 My Commission Expires: 5-25-68

Filed August 1 1967
JACK BERLIN, COUNTY CLERK
By Donna Hall Deputy

9:17 AM

6305-080

VOL 61 PAGE 352
EASEMENT

No. 89212

152 9:29 AM

Filed August 1, 1967

JACK BECKER, COUNTY CLERK

Dwight Hall Deputy

WITNESSETH, that for and in consideration of the sum of

(\$ _____), and other valuable consideration to us paid the receipt of which is

hereby acknowledged, we E. J. and Janice M. Gingerich

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows: That parcel of land 17.5 feet in width in Sections 4 and 5, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of that property conveyed to E. J. and Janice M. Gingerich by deed recorded in Film Volume 36, Page 259, Yamhill County Record of Deeds, the southerly boundary line of said 17.5 foot strip being described as the southerly boundary line of said Gingerich tract, 4150 feet, more or less, from the southwesterly corner of said tract to the westerly right of way line of the Salem-Dayton Highway. And Also, a 22.5 foot strip of land the westerly boundary line being described as the westerly boundary line of said Gingerich tract, 575 feet, more or less, from the northerly boundary of the aforementioned 17.5 foot strip of land to the southerly boundary line of that tract of land conveyed to E. E. & L. J. Wilson by deed recorded in Volume 111, Page 32. To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company _____ feet on the _____ side of the permanent easement for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st

day of July, 1967.

E. J. Gingerich (SEAL)

Janice M. Gingerich (SEAL)

Subscribed and sworn to before me this 31st day of July, 1967.

Dwight Hall
Notary Public for Oregon

My Commission Expires: 10-28-68

Received by OWRD

JUN 10 2025

Salem, OR

WITNESSETH, that for and in consideration of the sum of _____
 (\$ _____), and other valuable consideration to us paid the receipt of which is
 hereby acknowledged, we Lloyd L. and Mary Lind

hereafter called Grantors,

do hereby bargain, sell, convey, transfer, and deliver unto Palmer Creek Water District Improvement Company, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described, at any time, that it may see fit, to construct, maintain, or repair an irrigation system and appurtenances including, but not limited to, ditches and pipelines, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted, and for the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said irrigation system.

The Grantor reserves the right to use the area not occupied by the irrigation ditches subject to the right of the Grantee to enter upon said strip of land for the purpose of maintaining, repairing, and operating said ditch.

The Grantor does hereby covenant to and with the Grantee, its successors and assigns, that he is lawfully, seized and possessed of said premises and that he has a good and lawful right to convey it or any part thereof, that it is free from all liens and encumbrances except encumbrances held by mortgagees, if any, or contract vendors, if any, who give their consent to this easement, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows:

(See Attached Sheet)

To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

Grantors also grant a temporary working easement and convey to Palmer Creek Water District Improvement Company 25 feet on the westerly side of the permanent easement* for the construction of facilities previously described as being permitted along this easement. The temporary working easement shall be effective only during the time of initial construction.

* lying along the Salem-Dayton Highway only.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th

day of July, 1967.

Lloyd L. Lind (SEAL)
Mary Lind (SEAL)

Subscribed and sworn to before me this 28th day of July, 1967.

Beverly L. Mcgrath
 Notary Public for Oregon

My Commission Expires: 2-22-70

Received by OWRD

JUN 10 2025

Salem, OR

VOL 61 PAGE 831

Lloyd L. and Mary Lind

That parcel of land 17.5 feet in width in Sections 4 and 5, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of that property conveyed to Lloyd L. and Mary Lind by deed recorded in Film Volume 40, Page 835, and Page 841, Yamhill County Record of Deeds. The northerly boundary line of said 17.5 foot strip being described as follows:

Beginning at a point on the northerly boundary line of said Lind tract which bears westerly along said northerly boundary line 12.5 feet from the Southwest Corner of that tract of land conveyed to E. J. and Janice M. Gingerich by deed recorded in Film Volume 36, Page 259, Yamhill County Record of Deeds and running thence easterly along said northerly boundary line 4150 feet, more or less, to a point 12 feet westerly of the westerly right-of-way line of the Salem-Dayton Highway;

And Also, a parcel of land 12 feet in width in said Lind tract, the easterly boundary line being described as follows:

Beginning at a point on the westerly right-of-way of the Salem-Dayton Highway at a point 12.5 feet southerly from the northerly boundary line of said Lind tract and running thence southerly 1100 feet along said westerly right-of-way line.

STATE OF OREGON,

89211

County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 832 of Volume 40 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967, at 9:27 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed the Official Seal.

JACK BEELER, County Clerk

By David Hill Deputy

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Received by OWRD

JUN 10 2025

Salem, OR

June 2, 2025
10279.006

Received by OWRD

JUN 10 2025

Salem, OR

Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301-1271

Subject: **Surface Water Application – Response to Request for Changes
Palmer Creek Water District Improvement Company
Yamhill County, Oregon**

Attention: Water Rights Section

In April 2025, Palmer Creek Water District Improvement Company (PCWD) submitted the enclosed water right application to Oregon Water Resources Department (WRD). WRD returned the application due to deficiencies; some updates were required on the maps and no payment was submitted with the application. PCWD had initially submitted the water right application in June of 2024. Due to unknown circumstances the application (and June 2024 check) apparently were never received at WRD.

Attached you will find a check for the application fees, updated maps, and land use form. Also enclosed is a copy of the 2024 application. The attached maps address the request for additional information.

If you have any questions or comments please contact Nancy East Smith at (503) 860-9658 or Tom Calabrese at (503) 786-5125.

Sincerely,
EnviroLogic Resources, Inc.


Nancy East Smith, RG, CWRE
Senior Project Geologist


Thomas J. Calabrese, RG, CWRE
Principal Hydrogeologist

Attachments: Check for application fees
Updated Maps
April 2025 WRD Letter
Enclosure: May 2024 Water Right Application



Received by OWRD

JUN 10 2025

Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address:

Palmer Creek Water Improvement
14935 SE Wallace Rd, Dayton OR 97114

Transaction Type:

Surface Water

Fees Received: \$

2530.00

☐ Cash

☒ Check:

Check No.

6513

Name(s) on Check:

Same as above

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,

OWRD Customer Service Staff

Submission received by:

Conie Luvien

(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.