

#13 Jim SHELBY

SOURCE: PALMER CRK

DIV PT: DIRECT

MOTOR: (2) CENTURY 30 HP

PUMP: (2) BERKELEY 4" X 3"

PIPE: 6000' 6" MN BURIED

2000 4" LAT

1000 4" FLEXIBLE HOSE

HEADS: 50 10 GPM NELSON 150 1.1 750 GPM MAX

USE: CORN, ROW CROPS

LIFT: + 5 FT SUCTION

+ 25 FT DISCHARGE

TIE: 41071 178 120 L

#14 KEN PETROCK 363-5753

SOURCE: DITCH TRIB TO PALMER CRK

DIV PT: FROM DITCH DIRECT

MOTOR: CAT D318 118 HP

PUMP: Berkeley 4" X 3" PULLEY DRIVEN 12" → 6"

PIPE: 2000 FT 6" MN

1000 FT 3" MN

1320 FT 3" LAT

HEADS: 33 $\frac{1}{64}$ BOTH MAX

NELSON Big Gun 150 .8

USE: ROW CROPS

LIFT: + 5 SUCTION

+ 0 → 5 FT DISCHARGE

TIE: 41071 178 121 L

Hasell & Co. URI 8/26/91

SAWYER
DLC 59

KIRKWOOD
DLC 64

0
KHILL
DLC 63

29

MATHENY
DLC 60

32

MILLER
DLC 65

DLC 59

GAY
DLC 58

14

Ken PETROCK 363-5753
SINCE 67

PULLEY 12" X 6"
BEARING 4X3
CAT D318 118 HP

00' N and 1290' E from SE cor. Gay DLC 58.

2000 FT 6" in
90' 8" nozzle DRAGON 150
33 1/4"

PER. - 43379
APP. - 55468

PALMER CREEK WATER IMP. DIST.

Willamette River

20ft

RECEIVED

MAR 11 1977

RESOURCES DEPT.

OREGON

*APPLICATION FOR PERMIT

Permit No.

Superseded

To Appropriate the Public Waters of the State of Oregon

I, Palmer Creek Water District Improvement Co.

(Name of applicant)

of P.O. 152

(Mailing address)

Dayton

(City)

State of Oregon97114

(Zip Code)

do hereby make application for a permit to appropriate the following described public waters of the State of Oregon, SUBJECT TO EXISTING RIGHTS:

If the applicant is a corporation, give date and place of incorporation IncorporatedMarch 3, 1967 Yamhill County1. The source of the proposed appropriation is storage released from the Willamette

(Name of stream)

Basin Project

, a tributary of

2. The amount of water which the applicant intends to apply to beneficial use is 34.28

cubic feet per second

(If water is to be used from more than one source, give quantity from each)

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

(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

4. The point of diversion is located 4700 ft. N and 1290 ft. E from the SE

(N. or S.)

(E. or W.)

corner of Gay DLC #58

(Section or subdivision)

(If preferable, give distance and bearing to section corner)

(If there is more than one point of diversion, each must be described. Use separate sheet if necessary)

being within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 4, Tp. 6S

(Give smallest legal subdivision)

(N. or S.)

R. 3W, W. M., in the county of Yamhill

(E. or W.)

5. The Main canal to be approximately 3 miles

(Main ditch, canal or pipe line)

(Miles or feet)

in length, terminating in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 29, Tp. 5S

(Smallest legal subdivision)

(N. or S.)

R. 3W, W. M., the proposed location being shown throughout on the accompanying map.

(E. or W.)

DESCRIPTION OF WORKS

Diversion Works—

6. (a) Height of dam feet, length on top feet, length at bottom

..... feet; material to be used and character of construction

(Loose rock, concrete, masonry,

rock and brush, timber crib, etc., wasteway over or around dam)

(b) Description of headgate

(Timber, concrete, etc., number and size of openings)

(c) If water is to be pumped give general description two 125 hp. electric pumps

(Size and type of pump)

and one 300 hp. pumping plant capacity approximately 20,000 g.p.m.

(Size and type of engine or motor to be used, total head water is to be lifted, etc.)

Canal System or Pipe Line—

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

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

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

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

Township North or South	Range E. or W. of Willamette Meridian	Section	Forty-acre Tract	Number Acres To Be Irrigated

(If more space required, attach separate sheet)

(a) Character of soil ~~clays and clayey loams~~

(b) Kind of crops raised ~~vegetable crops for processing, berry crops, seed crops ect.~~

Power or Mining Purposes—

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

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

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

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

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

Tp., R., W. M.
(No. N. or S.) (No. E. or W.)

(f) Is water to be returned to any stream?
(Yes or No)

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

....., Sec., Tp., R., W. M.
(No. N. or S.) (No. E. or W.)

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

(i) The nature of the mines to be served

[illegible]

..... County, having a present population of

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

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

12. Construction work will begin on or before _____

14. The water will be completely applied to the proposed use on or before 10-1-80

Francis L Patterson
(Signature of applicant)

Remarks: Supplemental to existing permits and applications.

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

WITNESS my hand this _____ day of _____, 19_____

STATE ENGINEER

By ASSISTANT

PERMIT

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

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

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed cubic feet per second measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from

.....

The use to which this water is to be applied is

.....

If for irrigation, this appropriation shall be limited to of one cubic foot per second or its equivalent for each acre irrigated

.....

.....

.....

.....

.....

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

The priority date of this permit is

Actual construction work shall begin on or before and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 19.....

Complete application of the water to the proposed use shall be made on or before October 1, 19.....

WITNESS my hand this day of, 19.....

STATE ENGINEER

Application No. 55468

Permit No.

PERMIT

TO APPROPRIATE THE PUBLIC
WATERS OF THE STATE
OF OREGON

This instrument was first received in the
office of the State Engineer at Salem, Oregon,
on the 11th day of March
1927, at 9:21 o'clock A. M.

Returned to applicant:

Approved:

Recorded in book No. of
Permits on page

STATE ENGINEER

Drainage Basin No. 2 page 76323

Fees

Gerry Clark

From: Cortney Duke [cortney@water-law.com]
Sent: Thursday, July 16, 2009 4:42 PM
To: Gerry Clark
Subject: RE: Permit 43379

It sure does!!

Thanks - that helps. I will recommend the District request continued processing at the appropriate time (I think they are very close). That way OWRD will know they are done working on the Final Proof.

Thanks!

Cortney

From: Gerry Clark [mailto:clarkge@wrд.state.or.us]
Sent: Thursday, July 16, 2009 2:05 PM
To: Cortney Duke
Subject: RE: Permit 43379

Cortney,

It sure is a beautiful day. It sure makes it hard to want to be in the office.

I pulled the file to see where it was in the process. It does not appear that we have mailed a proposed certificate, but it looks like this right is included on the map for the other Palmer Creek permits we have been discussing. Palmer Creek has been working with Geo-Spatial Solutions to check the Final Proof that the Department had previously shared with the District.

I do not know that I can provide much beyond the description above.

Gerry

Gerry Clark
Water Rights Specialist/Certificates
725 Summer St. NE, Ste. A
Salem, OR 97301

Phone: 503-986-0811
Fax: 503-986-0901

<http://www.wrd.state.or.us/>

From: Cortney Duke [mailto:cortney@water-law.com]
Sent: Thursday, July 16, 2009 9:59 AM
To: Gerry Clark
Subject: Permit 43379

7/17/2009

Hi Gerry-

I hope this HOT day finds you well.

I am writing you on behalf of Palmer Creek Water Improvement District and inquiring on the status of Permit 43379. The permit allows 980 acres of supplemental irrigation and it is related to BOR contract (which was amended in 1978 as Contract 8-07010-W0144).

Is this permit ready for certification? Or already in the process? I note that the file contains a "C Date" and confirmation from OWRD.

Thanks.

Cortney

Cortney D. Duke

Schroeder Law Offices, PC

1915 NE 39th Ave

PO Box 12527

Portland, OR 97212

(503) 281-4100 (ph)

(503) 281-4600 (f)

www.water-law.com

Gerry Clark

From: Gerry Clark
Sent: Wednesday, September 02, 2009 10:42 AM
To: 'Cortney Duke'
Subject: RE: Palmer Creek - Additional time request for review of proposed certificate for Permit 43379

Cortney,

Thanks for confirming that.

It was nice meeting you yesterday also. It's always nice to be able to put a face with a name and a voice!

Gerry

From: Cortney Duke [mailto:cortney@water-law.com]
Sent: Wednesday, September 02, 2009 10:28 AM
To: Gerry Clark
Subject: RE: Palmer Creek - Additional time request for review of proposed certificate for Permit 43379

Hi Gerry-

It was nice to finally meet you yesterday!

No you did not miss anything - the Department has not mailed a proposed certificate for Permit 43379. The District is still working on the same mapping issues for Permit 43379 which we were discussing yesterday which is why I included it in the extension request. If no extension is required then we will just keep chugging along on it. The District plans to submit final proof for Permit 43379 at the same time as the others.

Thanks,

Cortney

-----Original Message-----

From: Gerry Clark [mailto:Clarke@word.state.or.us]
Sent: Wednesday, September 02, 2009 9:44 AM
To: Cortney Duke
Cc: Malia Kupillas
Subject: Palmer Creek - Additional time request for review of proposed certificate for Permit 43379

Cortney,

I realize that I did not address permit 43379 in my letter to you approving the additional time to review the proposed certificates.

In checking our records, I do not find where the Department has mailed a proposed certificate for the above referenced permit.

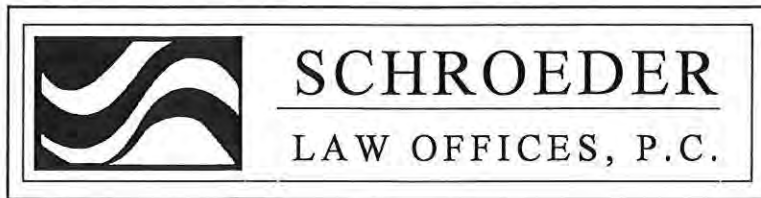
Let me know if I am missing anything.

9/2/2009

Laura A. Schroeder
Licensed in Oregon, Idaho,
Nevada and Washington

V. Scott Borison, Ph.D.
Certified Legal Manager

Daryl N. Cole
Office Manager



Licensed in Oregon and Nevada:

Cortney D. Duke
Colm Moore
Wyatt E. Rolfe
Therese A. Ure

August 27, 2009

55468

VIA US MAIL

Oregon Water Resources Department
Attn: Gerry Clark
725 Summer Street NE, Suite A
Salem, OR 97301-1271

RE: Extension of Time: Permits 43379, 43380, 44954, 47405, and 50945

Dear Mr. Clark:

On February 17 2009, the Department sent correspondence to the Palmer Creek Water District Improvement Company (the "District") reporting that certificates for Permits 43379, 43380, 44954, 47405 and 50945 were ready to be issued.

On March 15, 2009, District representative Ken Clow requested the Department refrain from issuing certificates for an additional 6 months in order to allow the District time to review the permits with the District members. You granted the 6 month extension until September 15, 2009.

Since that time, the District has met with its members regarding the permits and has worked with its consultants Malia Kupillas and Geo-Spatial Solutions to ensure that the final proof surveys are complete and accurate. These efforts have raised additional technical issues that require resolution.

Because of the new issues raised, the District requests an additional 6 months, or until **February 15, 2010** to work with its consultants and its members. The District will use the 6 months to complete required mapping and, if necessary, prepare and submit permit amendment applications with the Department.

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AUG 28 2009

**WATER RESOURCES DEPT
SALEM, OREGON**

P.O. Box 12527, Portland, Oregon 97212-0527 (503) 281-4100

P.O. Box 40400, Reno, Nevada 89504-4400 (775) 786-8800

www.water-law.com counsel@water-law.com

Gerry Clark
August 27, 2009
Page 2 of 2

Thank you for consideration of this matter.

Very truly yours,

SCHROEDER LAW OFFICES, P.C.

A handwritten signature in cursive script that reads "Cortney D. Duke".

Cortney D. Duke

CDD:leh
cc: Client

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AUG 28 2009

WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT A

Name	Tract No.	Tsp.	Range	Section	Description	Acreage
Sam Sweeney	5	4S	3W	28	SW1/4SW1/4	.6
				33	NE1/4NW1/4	.3
					NW1/4NW1/4	24.0
					SW1/4NW1/4	14.2
				32	NE1/4NE1/4	11.2
					SE1/4NE1/4	8.8
				Tract Total		59.1
Mark Temple	12	4S	3W	32	SE1/4NE1/4	13.2
					NE1/4SE1/4	12.6
				33	SW1/4NW1/4	19.2
					NW1/4SW1/4	18.4
				Tract Total		63.4
D. Milner	12	4S	3W	33	NE1/4SW1/4	12.2
					SE1/4SW1/4	15.3
					SW1/4SE1/4	17.5
					NW1/4SE1/4	17.0
				Tract Total		62.0
Carl and Lores Dauenhauer	36	5S	3W	6	SW1/4NE1/4	3.0
					SE1/4NE1/4	33.6
					NE1/4SE1/4	39.9
					NW1/4SE1/4	4.5
					SW1/4SE1/4	1.2
					SE1/4SE1/4	6.0
				5	SW1/4NW1/4	30.4
					NW1/4SW1/4	36.2
					SW1/4SW1/4	10.5
					SE1/4SW1/4	17.5
					SW1/4SE1/4	.1
				8	NE1/4NW1/4	19.4
					SE1/4NW1/4	10.4
				Tract Total		212.7
				159.3		(160)
Robert Perez	36	5S	3W	5	SW1/4NE1/4	1.9
					SE1/4NE1/4	18.8
				4	SW1/4NW1/4	.6
Tract Total		21.3				

Excluded
per 4-14-87 Letter

Excluded 5.3
S.P.S.

4.5 → (5.2) *

* The TOTAL acreage was off by .7 ac. It looks like the error is in the SW1/4 SW1/4 of Sec 5. T 5S, R 3W with

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Carlton Nursery	45	5S	3W	4	NE1/4SW1/4	24.4
					SW1/4SW1/4	15.2
					SE1/4SW1/4	37.0
					NW1/4SE1/4	3.4
					SW1/4SE1/4	30.8
				9	NW1/4NE1/4	15.9
					NE1/4NW1/4	19.1
					NW1/4NW1/4	14.2
Tract total						160.0 ✓
Charley Carr	16	5S	3W	8	SW1/4NW1/4	24.4
					NW1/4SW1/4	6.4
Tract total						30.8 ✓
Carl and Lores Dauenhauser	19	5S	3W	17	NW1/4NW1/4	1.2
					SW1/4NW1/4	1.4
					SW1/4SW1/4	.3
				18	NE1/4NE1/4	7.7
					SE1/4NE1/4	2.4
					NE1/4SE1/4	5.6
					NW1/4SE1/4	25.6
					SW1/4SE1/4	6.6
					SE1/4SE1/4	8.6
Tract total						59.4
Merle Church	10	5S	3W	17	SE1/4SW1/4	8.8
					SW1/4SE1/4	4.0
				20	NW1/4NE1/4	9.0
					NE1/4NW1/4	36.2
					NW1/4NW1/4	1.0
					SE1/4NW1/4	17.6
Tract total						76.6 ✓

Excluded
per 4-14-87 letter

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsb.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Jim Shelburne	9	5S	3W	20	NE1/4SW1/4	12.0
					NW1/4SE1/4	<u>8.0</u>
					Tract total	20.0 ✓

~~Excluded
per 4-14-87 letter~~

A. Peitrok	42	6S	3W	5	NW1/4SW1/4	5.8
					SW1/4SW1/4	31.4
				6	NE1/4SE1/4	.6
					SE1/4SE1/4	<u>3.3</u>
					Tract total	41.1

Permit No. 43379

STATE OF OREGON WATER RESOURCES DEPARTMENT

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AUG 17 1978

PER RESOURCES DEPT.
SALEM, OREGON

Application for Permit to Appropriate Surface Water

I, Palmer Creek Water District Imp. Co. (Name of Applicant)

of P.O. Box 152 (Mailing Address), Dayton (City)

State of Oregon (Zip Code) 97119 Phone No. 864-2442 do hereby

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is Willamette Basin Project
Reservoirs, a tributary of Willamette R.

2. The point of diversion is to be located 4700 ft. N. and 1290 ft. E
(N. or S.) (E. or W.)
from the SE corner of Gay DLC #58
(Public Land Survey Corner)

.....
(If there is more than one point of diversion, each must be described.)

..... being within the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of
 Sec. 4 Tp. 6S R. 3W, W. M., in the county of Yamhill
 (N. or S.) (E. or W.)

3. Location of area to be irrigated, or place of use if other than irrigation.

[illegible]

Temp T- 8729 V55P400

4. The amount of water which the applicant intends to apply to beneficial use is 2,107
acre feet
cubic feet per second. (If water is to be used from more than one source, give quantity from each)

5. The use to which the water is to be applied is Supplemental
Irrig of 980 acres

6. DESCRIPTION OF WORKS
Include dimensions and type of construction of diversion dam and headgate, length and dimensions of supply ditch or pipeline, size and type of pump and motor, type of irrigation system to adequately describe the proposed distribution system.

Same as permits 32243
34436

If for domestic use state number of families to be supplied.....

7. Construction work will begin on or before..... Complete
8. Construction work will be completed on or before..... Complete
9. The water will be completely applied to the proposed use on or before..... 10/1/80

Application No. 55468

Permit No. 43379

Name	Tract No.	Tsp.	Range	Section	Description	Acreage
Robert Perez	36	5S	3W	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$	1.9
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	18.8
				4	SW $\frac{1}{4}$ NW $\frac{1}{4}$	.6
					Tract total	21.3
Carlton Nursery	45	5S	3W	4	NE $\frac{1}{4}$ SW $\frac{1}{4}$	24.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	15.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	37.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	3.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	30.8
				9	NW $\frac{1}{4}$ NE $\frac{1}{4}$	15.9
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.1
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
					Tract total	160.0
Charley Carr	16	5S	3W	8	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24.4
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
				7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	8.0
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	4.8
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	21.2
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	37.6
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	19.3
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	7.8
					Tract total	129.5
Carl & Lores Dauenhauer	19	5S	3W	17	NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	1.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	.3
				18	NE $\frac{1}{4}$ NE $\frac{1}{4}$	7.7
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	2.4
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	5.6
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	25.6
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	6.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	8.6
					Tract total	59.4
Merle Church	10	5S	3W	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$	8.8
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	4.0
				20	NW $\frac{1}{4}$ NE $\frac{1}{4}$	9.0
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	36.2
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.0
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	17.6
					Tract total	76.6

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WATER RESOURCES DEPT.
SALEM, OREGON

43379

58468

4. From page 2.

Name	Tract No.	Tsp.	Range	Section	Description	Acreage
Zane May	32	4S	3W	29	SW $\frac{1}{4}$ NE $\frac{1}{4}$	2.1
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	20.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	32.9
					Tract total	74.9
Sam Sweeney	5	4S	3W	28	SW $\frac{1}{4}$ SW $\frac{1}{4}$	.6
				33	NE $\frac{1}{4}$ NW $\frac{1}{4}$	.3
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	24.0
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
				32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	11.2
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.8
					Tract total	59.1
Mark Temple	12	4S	3W	32	SE $\frac{1}{4}$ NE $\frac{1}{4}$	13.2
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	12.6
				33	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19.2
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	18.4
					Tract total	63.4
D. Milner	12	4S	3W	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	15.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.5
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	17.0
					Tract total	62.0
Carl & Lores Dauenhauer	36	5S	3W	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	3.0
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	33.6
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	39.9
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	1.2
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	6.0
				5	SW $\frac{1}{4}$ NW $\frac{1}{4}$	30.4
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	36.2
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	10.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	17.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	.1
				8	NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.4
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.4
					Tract total	212.7

RECEIVED
AUG 17 1978
WATER RESOURCES DEPT.
SALEM, OREGON

43379

58468

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Jim Shelburne	9	5S	3W	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	8.0
					Tract total	20.0
A. Pietrok	42	6S	3W	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$	5.8
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	31.4
				6	NE $\frac{1}{4}$ SE $\frac{1}{4}$	.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	3.3
					Tract total	41.1

RECEIVED
 AUG 17 1978
 WATER RESOURCES DEPT.
 SALEM, OREGON

43379

54468

Remarks:.....

.....
.....
.....
.....
.....
.....
.....

Sam Sweeney
Signature of Applicant
Sec. & Treas.

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

In order to retain its priority, this application must be returned to the Water Resources Director with corrections on or before, 19.....

WITNESS my hand this day of, 19.....

..... Water Resources Director

By

This instrument was first received in the office of the Water Resources Director at Salem, Oregon, on the 11th day of March, 1971, at 9:21 o'clock

A.M.

Application No. 55468

Permit No. 43379

Application No. 55468

Permit No. 43379

Permit to Appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same **SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD** and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed 2.107 af of stored water only measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Reservoirs constructed under permits No. R-1625 and R-5363.

The use to which this water is to be applied is supplemental irrigation.

If for irrigation, this appropriation shall be limited to a diversion of 2½ acre feet of stored water only for each acre irrigated during the irrigation season of each year, and is subject to the terms and conditions of contract No. 8-07-10-W0144 or a satisfactory replacement between the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department.

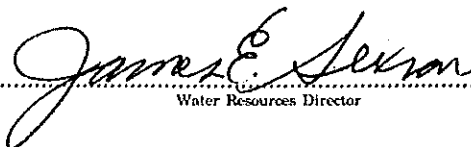
and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is May 11, 1977

Actual construction work shall begin on or before September 27, 1979 and shall thereafter be prosecuted with reasonable diligence and be completed on or before October 1, 1980.

Complete application of the water to the proposed use shall be made on or before October 1, 1981.

WITNESS my hand this 27th day of September, 1978.


Water Resources Director



**Palmer Creek Water
District Improvement Company**

P.O. Box 152

Dayton, Oregon 97114

RECEIVED

MAY 1 1995

WATER DISTRICT
SALEM, OREGON

April 25, 1995

Russ Klassen
Oregon Water Resources Department
158 12th St. NE
Salem, OR 97310

From: Palmer Creek Water District Improvement Company

Regarding: Review by the District of WRD Final Proof Survey preliminary maps of the following permits:

43379
43380
44954
47405
50945

After reviewing the map with the members the following discrepancies were noted:

Under permit no. 43379 there did not appear to be any discrepancies.

Under permit no. 43380 there were two areas not covered that should have been. A map is attached and the areas highlighted that should have been included under the permit.

Under permit no. 44954 & 47405 there there were field edge differences on two inclusions in T5S, sections 30 & 31 that Don Buell had questions about. He will contact you in the near future for clarification.

Under permit no. 50945 there were two members that had areas not covered that should have been. Maps are attached and the areas highlighted that should have been included under the permit. The acreage applied for in section 20 does not cover the swale as it should have; instead the coverage is extended north. Please examine the attached original application map.

If you have any questions, or if I can be of any help regarding these requested corrections, please feel free to contact me, or Don Buell.

Sincerely,

Sam Sweeney

Sam Sweeney
Secretary & Treasurer
864-2442

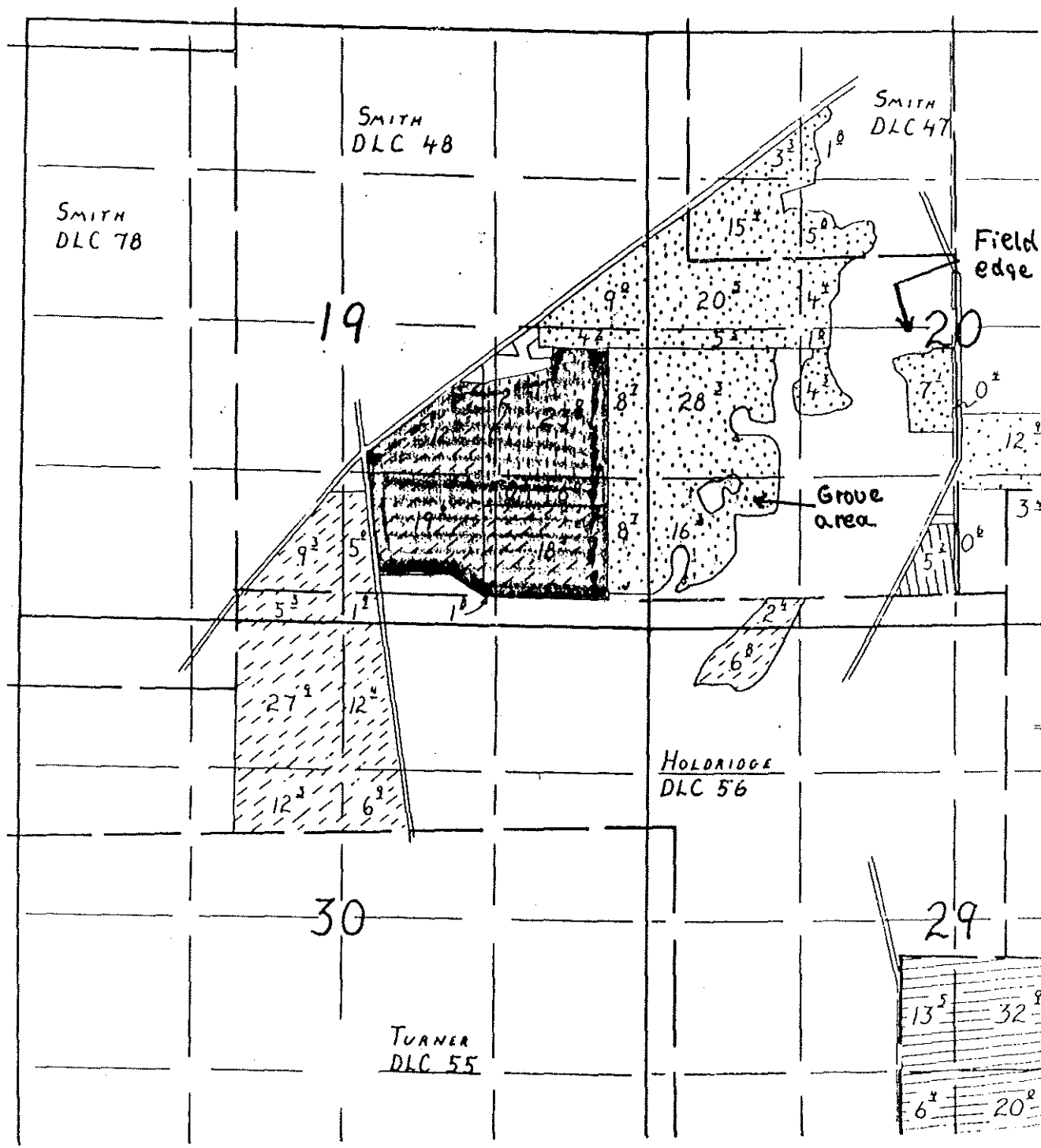
RECEIVED

MAY 1 1995

WALL
SALEM, OREGON

Permit no. 43380

Grove area + Field edge
Should be covered. These
areas irrigated prior to
Final Proof Survey



RECEIVED

MAY 1 1995

WATER RESOURCES
SALEM, OREGON
THESSING

DLC 51

MORIN
DLC 44

ODELL
DLC 45

Coc
DLC

Swale areas
irrigated
Prior to
Final Proof
Survey

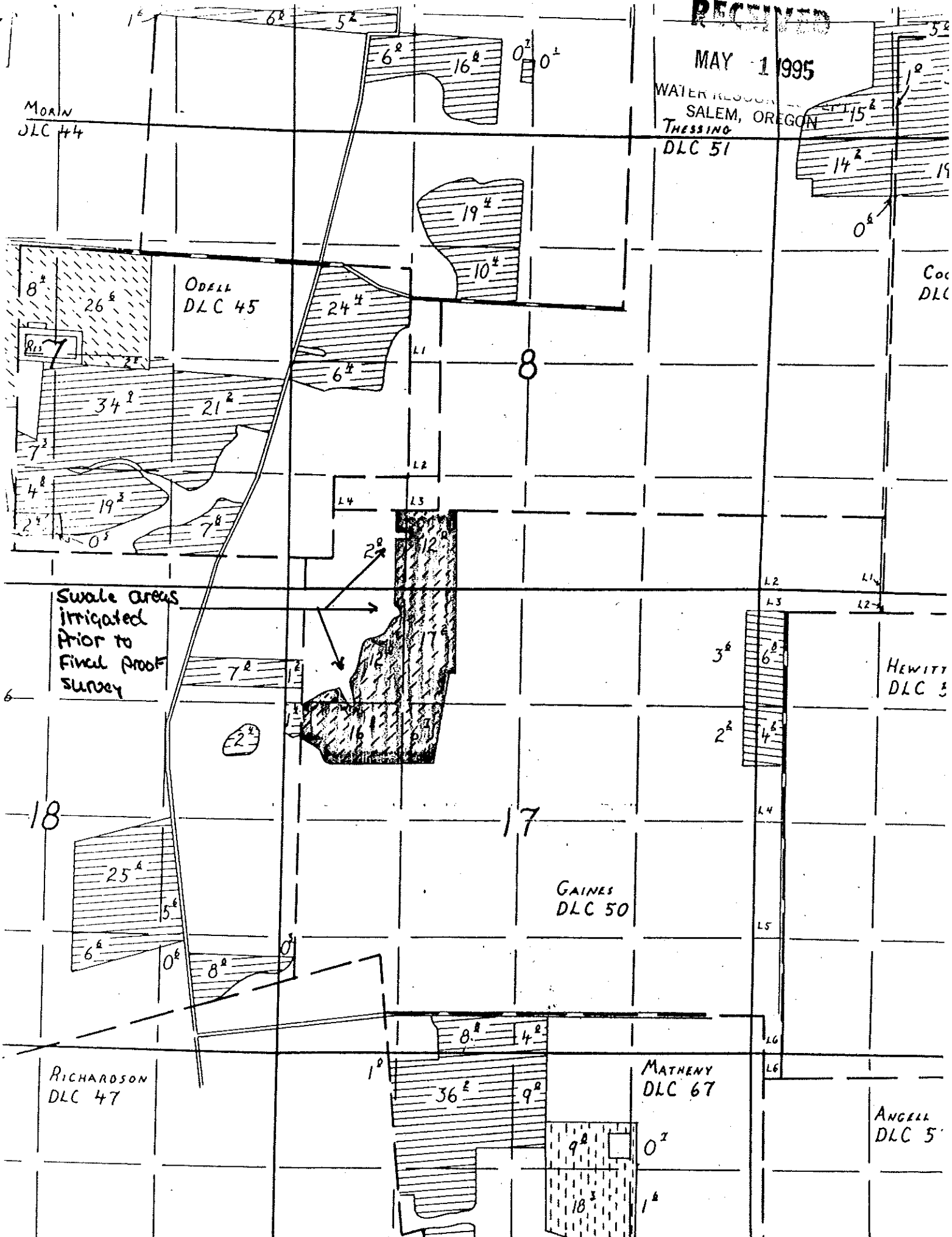
HEWITT
DLC 3

GAINES
DLC 50

RICHARDSON
DLC 47

MATHENY
DLC 67

ANGELL
DLC 5

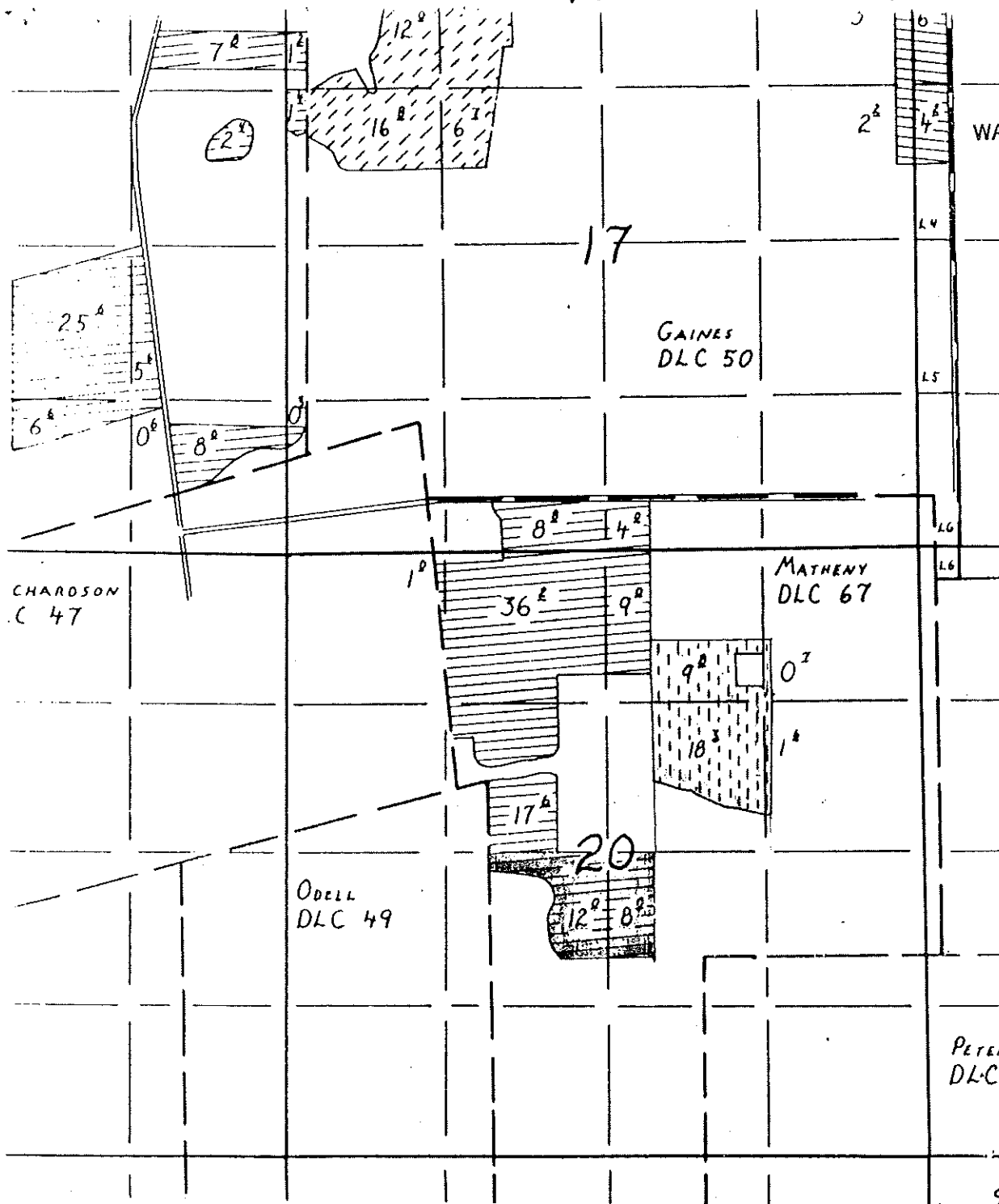


Permit NO. 50945

RECEIVED

MAY 1 1995

WATER RESOURCES DEPT.
SALEM, OREGON



RECEIVED

MAY 1 1995

WATER RESOURCES DEPT.
SALEM, OREGON

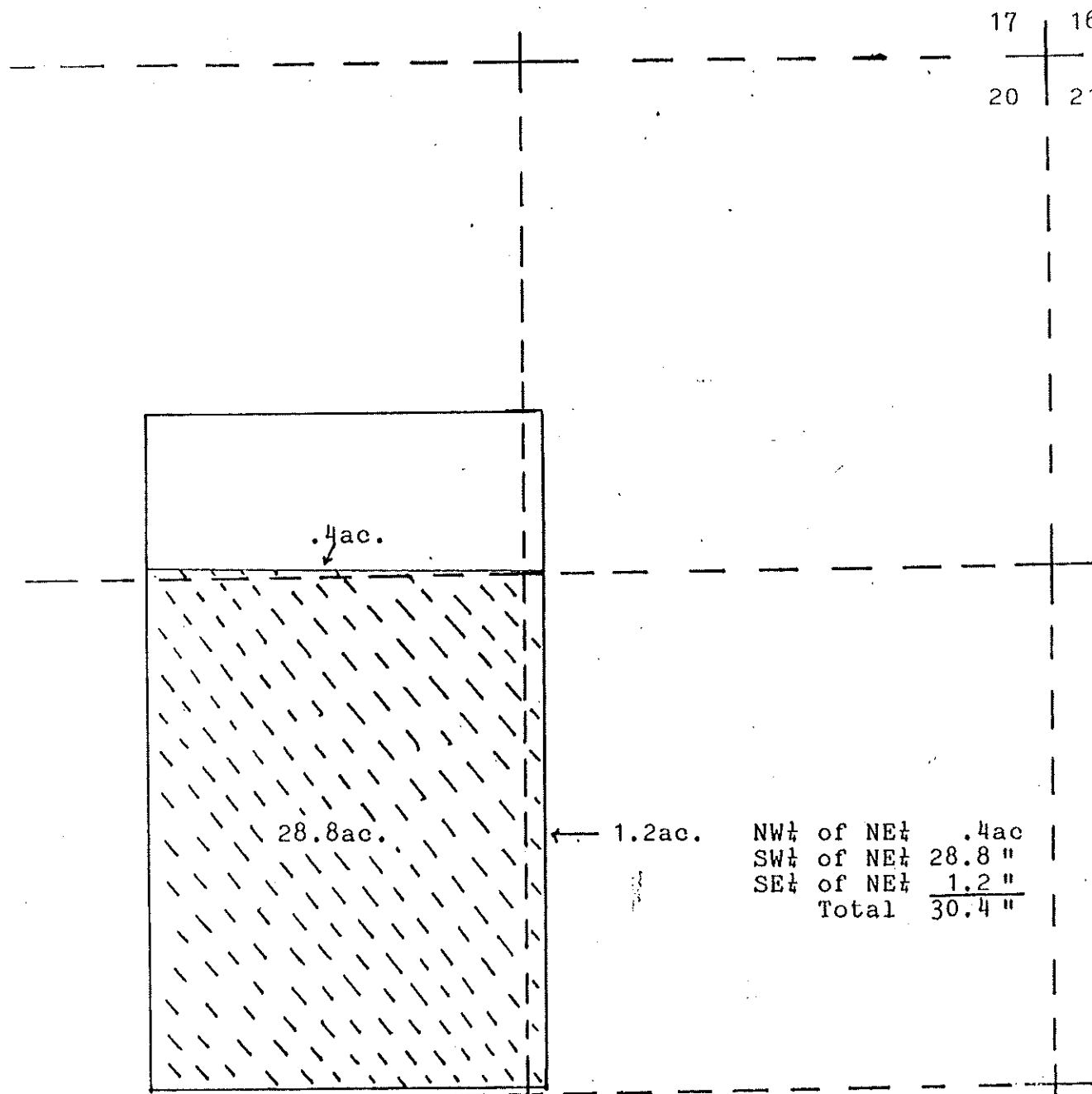
T. 5S. R. 3W.

Application 68709

Shelburne tract
(supplemental)

FEB 3 1988

WATER RESOURCES DEPT.
SALEM, OREGON



Application No. 68709
Permit No. 50945

STATE OF OREGON

COUNTY OF YAMHILL

ORDER APPROVING A TEMPORARY CHANGE IN PLACE OF USE

Pursuant to ORS 540.523, after notice was given and no objections were filed, and finding that no injury to existing water rights would result, this order approves, as conditioned or limited herein, TEMPORARY TRANSFER 9451 submitted by

SAM SWEENEY
1070 FERRY ROAD
DAYTON, OREGON 97114

The FIRST right to be modified, as evidenced by a PORTION of Certificate 64748, was perfected under Permit 32243 with a date of priority of APRIL 14, 1967. The right allows the use of WILLAMETTE RIVER, a tributary of the COLUMBIA RIVER, for IRRIGATION of 12.5 ACRES. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 0.16 cubic feet per second, if available at the authorized point of diversion: NW¼ SW¼, AS PROJECTED WITHIN DLC 58, SECTION 4, T 6 S, R 3 W, W.M.; 4700 FEET NORTH AND 1290 FEET EAST FROM THE SE CORNER OF DLC 58, or its equivalent in case of rotation, measured at the point of diversion from the source.

This is an order in other than a 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.

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 2½ acre-feet for each acre irrigated during the irrigation season of each year.

The use shall conform to any reasonable rotation system ordered by the proper state officer.

The SECOND right to be modified, as evidenced by a PORTION of Permit 43379, with a date of priority of MAY 11, 1977. The right allows the use of WILLAMETTE BASIN PROJECT RESERVOIRS, a tributary of the WILLAMETTE RIVER, for SUPPLEMENTAL IRRIGATION of 12.5 ACRES. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed a diversion of 2½ acre-feet of stored water only for each acre irrigated, if available at the authorized point of diversion: NW¼ SW¼, SECTION 4, T 6 S, R 3 W, W.M.; 4700 FEET NORTH AND 1290 FEET EAST FROM THE SE CORNER OF GAY DLC 58, or its equivalent in case of rotation, measured at the point of diversion from the source.

The amount of water used for irrigation is limited to an amount actually beneficially used and shall not exceed a diversion of 2½ acre-feet of stored water only for each acre irrigated during the irrigation season of each year and is subject to the terms and conditions of contract No. 8-07-10-W0144 or a satisfactory replacement between the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department.

The authorized place of use is located as follows:

PRIMARY AND SUPPLEMENTAL

NW¼ NW¼ 2.8 ACRES

SW¼ NW¼ 9.7 ACRES

SECTION 33

TOWNSHIP 4 SOUTH, RANGE 3 WEST, W.M.

The applicant proposes to **temporarily** change the place of use to:

NW¼ NE¼ 6.0 ACRES

SW¼ NE¼ 6.5 ACRES

SECTION 33

TOWNSHIP 4 SOUTH, RANGE 3 WEST, W.M.

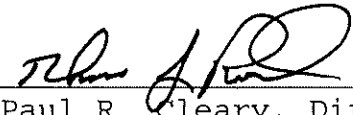
THIS CHANGE TO AN EXISTING WATER RIGHT MAY BE MADE PROVIDED THE FOLLOWING CONDITIONS ARE MET BY THE WATER USER:

1. The change is temporary. The change shall be effective upon issuance of this order.
2. The former place of use **shall not** be irrigated as part of this water right during the 2003, 2004, 2005, 2006 and 2007 irrigation seasons.
3. The use shall revert to the authorized place of use at the end of the 2007 irrigation season.
4. The approval of this temporary transfer may be revoked or modified if the Department finds the change causes injury to any existing water right.
5. The use of the remaining water right described by Certificate 64748 and Permit 43379 shall continue to be in accordance with the terms and conditions of Certificate 64748 and Permit 43379.
6. When required by the Department, the water user shall install an in-line flow meter or other suitable device for measuring and recording the quantity of water used. The type and plans of the measuring device must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.

7. The water user shall install and maintain a fish screen or fish by-pass device. The type and plans of the screen or by-pass device must be approved by the Oregon Department of Fish and Wildlife prior to beginning of construction and shall be installed under the supervision of the Department of Fish and Wildlife.

The water user may participate in the Oregon Department of Fish and Wildlife's cost sharing program for installation of screening and by-pass devices in accordance with ORS 540.525.

WITNESS the signature of the Water Resources
Director, affixed AUG 18 2003.


Paul R. Cleary, Director



Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

August 5, 1998

HELTZEL UPJOHN WILLIAMS
YANDELL & ROTH PC
PO BOX 1048
SALEM OR 97308-1048

RE: Files 73277, 73279, 55468, 70736 & 72555

Enclosed is our \$150 refund in excess assignment fees collected for the above files.

Sincerely,

Janet Halladey
Water Rights Division

enclosure



Oregon

John A. Kitzhaber, M.D., Governor

Water Resources Department

Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

June 15, 1998

DAVID ROTH
PO BOX 1048
SALEM, OR 97308-1048

REFERENCE: Files GR 26, GR 1761, GR 1762, GR 2031, GR 2033, GR 2034, G 13324, G 13994, S 55468, S 70736, S 72555, S 73277, S 73278, S 73279

Dear Mr. Roth:

We received your request for assignment of the files listed above. However there are problems with processing them.

The files listed below are in the name of the Gordon Bailey Trust, and the trustees of that Trust must sign the assignment form. The form you submitted is signed only by Jonathon Bartch, of Carlton Plants, which is not sufficient, because the permit holder must sign the assignment (Gordon Bailey Trust).

GR 26
GR 1761
GR 1762
G 13324 Permit G 12827
G 13994 Permit G 12654
S 73277 Permit 51610
S 73278 Permit 51672

File GR 2031 is in the name of Stayton Canning. Files GR 2033, GR 2034 is in the name of U.S. Alderman. The assignments submitted must be signed by those permit holders or you can send us a copy of the deed or contract that places Carlton Nursery in title to the land under those groundwater registrations.

As we pointed out in our letter of 3/28/97 files 55468, 70736 and 72555 are in the name of Palmer Creek Water District. We don't change the names on those district permits unless you own all the property served by the permit.

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

RECEIPT # **21904**

158 12TH ST. N.E.
SALEM, OR 97310-0210
378-8455 / 378-8130 (FAX)

INVOICE # _____

RECEIVED FROM: Heltzel, UP John Williams
BY: Yandell & Roth PC.

APPLICATION	55468
PERMIT	
TRANSFER	

CASH: ☐ CHECK: # 96-5 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 480.00

0417 WRD MISC CASH ACCT

ADJUDICATIONS

PUBLICATIONS / MAPS

OTHER: (IDENTIFY)

OTHER: (IDENTIFY)

Bad on Receipts
21895, 21897
21903, 21909
21909

\$
\$
\$
\$

REDUCTION OF EXPENSE

CASH ACCT.

PCA AND OBJECT CLASS

VOUCHER #

0427 WRD OPERATING ACCT

PCA # 66111

MISCELLANEOUS

0407 COPY & TAPE FEES

0410 RESEARCH FEES

0408 MISC REVENUE: (IDENTIFY)

(New) TC165 DEPOSIT LIAB. (IDENTIFY)

(Existing) TC168

WATER RIGHTS:

0201 SURFACE WATER

0203 GROUND WATER

0205 TRANSFER

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR

LANDOWNER'S PERMIT

OTHER (IDENTIFY)

EXAM FEE
\$
\$
\$
EXAM FEE
\$

0202

0204

0206

0219

0220

RECORD FEE

\$
\$
\$30.00
\$
LICENSE FEE
\$
\$

0437 WELL CONST. START FEE

0211 WELL CONST START FEE

0210 MONITORING WELLS

OTHER (IDENTIFY)

\$
\$

CARD #

CARD #

0539 LOTTERY PROCEEDS

1302 LOTTERY PROCEEDS

\$

0467 HYDRO ACTIVITY

LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD)

0231 HYDRO LICENSE FEE (FW/WRD)

HRDRO APPLICATION

\$
\$
\$

RECEIPT # **21904**

DATED: 6-12-98

BY: M. Mucko

Distribution-White Copy-Customer, Yellow Copy-Fiscal, Blue Copy-File, Buff Copy-Fiscal

RECEIVED

JUN 12 1998

WATER RESOURCES DEPT.
SALEM, OREGON

REQUEST FOR ASSIGNMENT

I, (permit holder, applicant) CARLTON PLANTS, by and through its registered
owner, Jonathan Bartch, of
14301 Wallace Rd., SE Dayton OR 97114
 (mailing address) (city) (state) (zip) (phone)

CHECK ONE

[X] - hereby assign all my interest in and to application/permit;

[] - hereby assign all my interest in and to a portion of application/permit (include a map showing portion of application assigned);

[] - hereby assign a portion of my interest in and to the entire application/permit;

Application # 55468, Permit # 43379;
 OR GR Statement # _____, GR Certificate of Registration # _____
 as filed in the office of the Water Resources Director, to:

CARLTON NURSERY COMPANY, LLC, an Oregon Limited Liability Company
 (name of new owner)

14301 Wallace Rd., SE Dayton OR 97114
 (address) (city) (state) (zip) (phone)

(Note: If there are other owners of the property described in this Application, Permit of Certificate of Groundwater Registration you must attach a list of their names and addresses to this form.)

(Also Note: See Attachment)

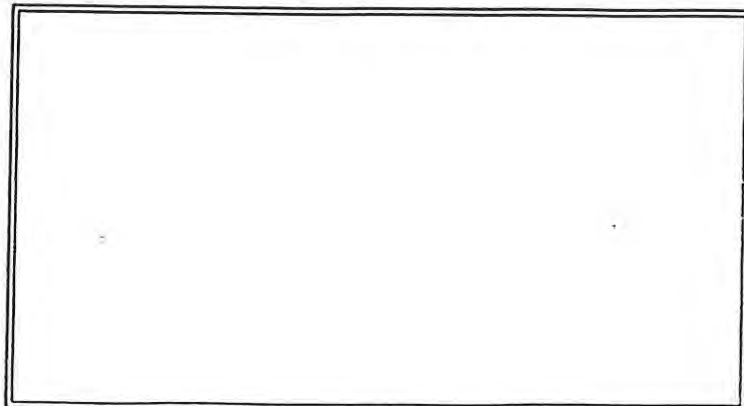
I hereby certify that I have notified all other owners of the property described in this Application, Permit or Certificate of Registration of this request for assignment.

Witness my hand this 21 day of May, 19 98.

applicant/permit holder Jonathan Bartch

applicant/permit holder _____

DO NOT WRITE IN THIS BOX



The completed assignment must be submitted to the Water Resources Department together with a recording fee of \$25. Additional pages will cost \$5 per page.

WATER RESOURCES DEPARTMENT
 158 12TH STREET NE
 SALEM, OREGON 97310-0210

RECEIVED

JUN 12 1998

WATER RESOURCES DEPT.
SALEM, OREGON

ATTACHMENT TO REQUEST FOR ASSIGNMENT

Also Note: This Assignment is subject to the following:

1. A Security Agreement dated effective January 10, 1997, between Assignor (as "Debtor") and MARGARET M. BAILEY, THOMAS J. CAMPBELL, VIRGINIA KAREN BARTCH, JONATHAN BARTCH AND JAMES FRITZ, SUCCESSOR CO-TRUSTEES OF THE GORDON BAILEY REVOCABLE TRUST, DATED NOVEMBER 9, 1989, AS AMENDED ("Secured Party").
2. A Deed of Trust, Security Agreement and Assignment of Rents, dated March 14, 1997, by and between Assignor (as "Grantor"), TICOR TITLE INSURANCE COMPANY OF OREGON (as "Trustee") and MARGARET M. BAILEY, THOMAS J. CAMPBELL, VIRGINIA KAREN BARTCH, JONATHAN BARTCH AND JAMES FRITZ, SUCCESSOR CO-TRUSTEES OF THE GORDON BAILEY REVOCABLE TRUST DATED NOVEMBER 9, 1989, AS AMENDED (as "Beneficiary").
3. A Commercial Security Agreement dated March 5, 1997, between Assignor (as "Borrower") and the United States National Bank of Oregon ("Lender").
4. An Assignment of the water right identified on the previous page, granted by Assignor in favor of MARGARET M. BAILEY, THOMAS J. CAMPBELL, VIRGINIA KAREN BARTCH, JONATHAN BARTCH AND JAMES FRITZ, SUCCESSOR CO-TRUSTEES OF THE GORDON BAILEY REVOCABLE TRUST, DATED NOVEMBER 9, 1989, AS AMENDED.

RECEIVED

MAR 23 1998

WATER RESOURCES DEPT.
SALEM, OREGON

March 16, 1998

TO: Office Manager
Oregon Water Resources Department
158 12th St. NE
Salem, OR 97310-0210

FROM: Palmer Creek Water District Improvement Co.
P.O. Box 152
Dayton, Oregon 97114

REGARDING: Don Buell, District's CWRE - future correspondence.

As you know, Don Buell, CWRE, has been assisting the District in preparing water right applications to Water Resources Department and the Bureau of Reclamation for a number of years. In order to expedite the handling of any future information, the District requests that any correspondence regarding the below listed rights, transfers and applications would be sent to the District with copies to Don Buell. This would also include any future applications that may be submitted, or any other information that may be pertinent to our District.

His address and telephone number is:

Don Buell, PE, CWRE
P.O. Box 20537
Keizer, OR 97307-0537
Ph. no. (503) 390-3188

DISTRICT'S APPLICATIONS AND PERMITS

APPLIC. NUMBER	PERMIT NUMBER	STATUS OF APPL.	APPLIC. NUMBER	PERMIT NUMBER	STATUS OF APPLIC.
43490	32243	Rgt. issued	70109		Pending
46087	34436	Rgt. issued	70110		Pending
48355	35336	Rgt. issued	70736		Pending
52109	36216	Rgt. issued	71731		Pending
52109	39385	Rgt. issued	72555		Pending
55356	41499	Rgt. issued	72668		Pending
55468	43379	Rgt. issued	7296		Pending
56341	42316	Rgt. issued	7297		Pending
57132	43380	Under review	7298		Pending
59791	44954	Under review	7298		Pending
63099	47405	Under review	76860		Pending
68709	50945	Under review			

Thanks for your assistance in this matter.

Sincerely,

Sam Sweeney
Sam Sweeney - Secretary & Treasurer
P.O. Box 152
Dayton, Oregon 97114
Phone no. (503) 864-2442
cc, Don Buell

March 28, 1997

WATER
RESOURCES
DEPARTMENT

WALTER R GOWELL
ATTORNEY AT LAW
620 EAST 5TH ST
MCMINNVILLE, OR 97128

REFERENCE: Files 55468, 70736, 72555, 73277, 73278, 73279, G 13324, G 13994, GR 26, GR 1761, GR 1762, GR 2031, GR 2034, GR 2033, and T 7190

Dear Mr Gowell,

We received 18 requests for assignment of the above files to the "GORDON BAILEY REVOCABLE TRUST". 9 of the requests appear in order and we will be able to assign them, 3 of the requests are duplicates (73277, 73279, GR 26) and 6 of the requests have a problem described as follows.

File 55468 (permit 43379), file 70736 (permit 51959) and application 72555 are in the name of Palmer Creek Water District. Since this permit is a water district and serves many properties we cannot assign it to the "Trust", we could only do that if Carlton Plants owned all of the property under the permits.

The request for assignment must be signed by the person or entity the permit is under. Since filings GR 2033 and GR 2034 (U.S. Alderman), and GR 2031 (Stayton Canning Co) are in those names the requests must be signed by those people. If they are not available you can supply us with proof of ownership in the form of a copy of deed, contract or court decree describing the property under the filings.

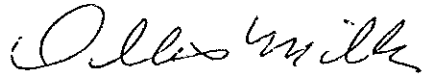
Enclosed are the duplicate requests. We will process the 9 requests for assignment mentioned above and wait for your response concerning the duplicates and files in other names than Carlton Plants.

If you have questions please contact me at the address below phone (503)378-3739 ext. 272.



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

Sincerely,



Dallas Miller
Water Rights Specialist

cc: Jonathan Bartch



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

HAUGEBERG, RUETER, STONE, GOWELL & FREDRICKS, P.C.

FORMERLY
MARSH, MARSH, HAUGEBERG & RUETER, P.C.
EST. 1860

DAVID C. HAUGEBERG
GARY A. RUETER
RONALD W. STONE
WALTER R. GOWELL
DOUGLAS S. FREDRICKS
ROBERT G. HIGGINS
KRISTEN M. HARRIS

ATTORNEYS AT LAW
620 EAST FIFTH STREET
McMINNVILLE, OREGON

MAILING ADDRESS
POST OFFICE BOX 480
McMINNVILLE, OREGON 97128
TELEPHONE: (503) 472-5141
FAX: (503) 472-4713

March 21, 1997

RECEIVED

MAR 24 1997

WATER RESOURCES DEPT.
SALEM, OREGON

Water Resources Department
158 12th Street N.E.
Salem, OR 97310

Attn.: Tom Paul

Re: Carlton Plants - Water Rights

Dear Mr. Paul:

Enclosed please find 18 Request For Assignments of water rights executed by Jonathan Bartch on March 14, 1997. Please record these in the appropriate file. For this purpose we have enclosed our check in the sum of \$180 (\$10 for each assignment). Please send your certification of receipt of these assignments in care of our office at the above address.

Thank you for your assistance.

Very truly yours,

Walt
Walter R. Gowell

WRG:cmp

Enclosures

I:\law\bailey\carlton\waterres.pau

P.S. call me if there are any problems 472-5141
Thanks W.

RECEIVED

MAR 24 1997

WATER RESOURCES DEPT.
SALEM, OREGON

REQUEST FOR ASSIGNMENT

CARLTON PLANTS, by and through its registered owner, Jonathan Bartch, of

14301 Wallace Road S.E. Dayton Yamhill Oregon 97128 868-7971
(Mailing address) (City) (County) (State) (Zip) (Phone)

do hereby assign all its interest in and to water right Application # 55468
Permits # 43379 OR GR Statement # _____, GR
Certificate of Registration #
_____, as filed in the office of the Water Resources Director, to:

Margaret M. Bailey, James Fritz, Tomas J. Campbell, Virginia K. Bartch and Jonathan Bartch, as CoTrustees of the THE GORDON BAILEY REVOCABLE LIVING TRUST dated 11/9/89 as amended (David C. Haugeberg, authorized Agent) at:

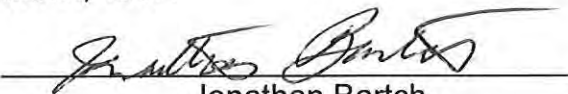
14301 Wallace Road S.E. Dayton Oregon 97114 868-7971
(Mailing address) (City) (State) (Zip) (Phone)

(Note: If there are other owners of property described in Application, Permit or Certificate of Groundwater Registration, you must attach a list of their names and addresses to this form.)

(Also Note: This assignment is for Security Purposes and is subject to that certain Security Agreement between the Assignor and Assignee herein)

I hereby certify that I have notified all other owners of the property described in this Application, Permit or Certificate of Registration of this request for assignment.

WITNESS my hand this 14th day of March, 1997.


Jonathan Bartch

The completed assignment must be submitted to the Water Resources Department, together with a recording fee of \$10.00.

WATER RESOURCES DEPARTMENT
158 12th Street N.E.
Salem, OR 97310

55468



United States Department of the Interior

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

IN REPLY
REFER TO: PN 440

840.

JUL 23 1984

RECEIVED

JUL 25 1984

WATER RESOURCES DEPT
SALEM, OREGON

Mr. Sam Sweeney, Secretary-Treasurer
Palmer Creek Water District Improvement Co.
P.O. Box 152
Dayton, Oregon 97114

Dear Mr. Sweeney:

Enclosed is an executed original of Amendment No. 1 to Contract No. 3-07-10-W0479, dated July 19, 1984, which amends the contract to reflect a change in the amount of acres served and the amount of acre-feet available annually. It also amends the annual water service charge.

We are also furnishing a conformed copy of the contract to the Oregon Water Resources Department, so they can proceed with amending your permit to divert water.

If you have any questions, please contact this office.

Sincerely yours,

Robert A. Barth

Regional Supervisor of
Water, Power and Lands

Enclosure

cc: Director, Oregon Water Resources Department
555 13th Street NE.
Salem, Oregon 97310
(with copy of enclosure)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

AMENDATORY CONTRACT FOR WATER SERVICE

THIS AMENDATORY CONTRACT, made this 19th day of July,
1984, by and between the UNITED STATES OF AMERICA, hereinafter referred
to as the United States, represented by the Contracting Officer exe-
cuting this contract, and the Palmer Creek Water District Improvement
Company, P.O. Box 152, Dayton, Oregon 97114, hereinafter referred to as
the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, the parties hereto entered into a water service
contract dated May 17, 1983, and identified by Contract No. 3-07-10-
W0479, hereinafter referred to as the Water Service Contract; and

3. WHEREAS, the Contractor has requested that the Water Service
Contract be amended to reflect an exclusion of 98.7 acres which will no
longer receive an irrigation water supply;

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

4. Article 6 of the Water Service Contract is hereby amended to read as follows:

"Lands for Which Water is Furnished: Limitations on Deliveries

"6. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for the irrigation of land owned by or served by the Contractor as described in Exhibit A which is attached to and hereby made a part of this contract. Of the land described in Exhibit A, not more than 806.4 acres are to be irrigated. The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land described in Exhibit A, but in no event shall it exceed a total diversion of 1,733.76 acre-feet annually, measured at the point of delivery of said water."

5. Article 7 of the Water Service Contract is hereby amended to read as follows:

"Payments for Water

"7. (a) An annual payment of \$1,008 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$1,008 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive 806.4 acre-feet of stored water, hereinafter referred to as the base entitlement, for irrigation of the lands described above. Up to an additional 927.36 acre-feet may be purchased if available. For each additional acre-foot

required, \$1.25 must be deposited with the Contracting Officer by April 1 of the year its use is anticipated. Payments for the base entitlement or additional water are nonrefundable regardless of the amount of water actually used.

"(b) The annual charge set forth in (a) above is based on an initial rate of \$1.25 per acre-foot of water. From time to time, but not less often than once every 5 years, that rate shall be reviewed by the Contracting Officer and revised, if necessary, to cover costs to the United States for the irrigation water marketing program of the Willamette Basin Project. Any revision by the Contracting Officer will apply only to future charges 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) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 15 of this contract."

6. Article 9(a) of the Water Service Contract is amended to read as follows:

"Furnishing of Water

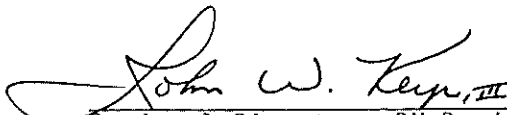
9. (a) Upon payment of the water service charge(s) specified in subarticle 7(a) above, the United States will furnish up to 806.4 acre-feet of water to the Contractor for the Willamette Basin Project. The initial quantity or base entitlement shall be 806.4 acre-feet. An additional quantity of up to 927.36 acre-feet may be requested by the

Contractor and shall be furnished on an if-and-when-available basis. No water shall be furnished if the Contractor is delinquent in payment of the required water service charge(s).

7. Except as herein amended, all provisions of the Water Service Contract shall remain in full force and effect.

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

UNITED STATES OF AMERICA


Acting Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724


Secretary and Treasurer
Palmer Creek Water District
Improvement Co.

STATE OF IDAHO)
 : ss
County of Ada)

On this 19th day of July, 1984, personally
appeared before me John W. Klyne, III, to me know to be
the official of the United States of America that executed the within
and foregoing instrument and acknowledged said instrument to be the free
and voluntary act and deed of said United States, for the uses and
purposes therein mentioned, and on oath stated that he was authorized to
execute said instrument.

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

Diana L. Jacobs
Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires: May 1988

STATE OF Oregon)
 : ss
County of Grant)

On this 25th day of May, 1984, before me,
James D. Lissman, a Notary Public, personally appeared
SAM SWEENEY, known to me to be the
person whose name is subscribed to the within instrument and acknow-
ledged to me that He executed the same.

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

James D. Lissman
Notary Public in and for the
State of Oregon
Residing at
401 E. 9th - Newberg Oregon 97132
My commission expires:

3/28/86

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acres</u>
Sam Sweeney	5	4S	3W	28	SW1/4SW1/4	.6
				33	NE1/4NW1/4	.3
					NW1/4NW1/4	24.0
					SW1/4NW1/4	14.2
				32	NE1/4NE1/4	11.2
					SE1/4NE1/4	8.8
				Tract Total		59.1
Mark Temple	12	4S	3W	32	SE1/4NE1/4	13.2
					NE1/4SE1/4	12.6
				33	SW1/4NW1/4	19.2
					NW1/4SW1/4	18.4
				Tract Total		63.4
D. Milner	12	4S	3W	33	NE1/4SW1/4	12.2
					SE1/4SW1/4	15.3
					SW1/4SE1/4	17.5
					NW1/4SE1/4	17.0
				Tract Total		62.0
Carl and Lores Dauenhauer	36	5S	3W	6	SW1/4NE1/4	3.0
					SE1/4NE1/4	33.6
					NE1/4SE1/4	39.9
					NW1/4SE1/4	4.5
					SW1/4SE1/4	1.2
					SE1/4SE1/4	6.0
				5	SW1/4NW1/4	30.4
					NW1/4SW1/4	36.2
					SW1/4SW1/4	10.5
					SE1/4SW1/4	17.5
					SW1/4SE1/4	.1
				8	NE1/4NW1/4	19.4
					SE1/4NW1/4	10.4
				Tract Total		212.7
Robert Perez	36	5S	3W	5	SW1/4NE1/4	1.9
					SE1/4NE1/4	18.8
				4	SW1/4NW1/4	.6
				Tract Total		21.3

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Carlton Nursery	45	5S	3W	4	NE1/4SW1/4	24.4
					SW1/4SW1/4	15.2
					SE1/4SW1/4	37.0
					NW1/4SE1/4	3.4
					SW1/4SE1/4	30.8
				9	NW1/4NE1/4	15.9
					NE1/4NW1/4	19.1
					NW1/4NW1/4	14.2
				Tract total		160.0
Charley Carr	16	5S	3W	8	SW1/4NW1/4	24.4
					NW1/4SW1/4	6.4
				Tract total		30.8
Carl and Lores Dauenhauer	19	5S	3W	17	NW1/4NW1/4	1.2
					SW1/4NW1/4	1.4
					SW1/4SW1/4	.3
				18	NE1/4NE1/4	7.7
					SE1/4NE1/4	2.4
					NE1/4SE1/4	5.6
					NW1/4SE1/4	25.6
					SW1/4SE1/4	6.6
					SE1/4SE1/4	8.6
				Tract total		59.4
Merle Church	10	5S	3W	17	SE1/4SW1/4	8.8
					SW1/4SE1/4	4.0
				20	NW1/4NE1/4	9.0
					NE1/4NW1/4	36.2
					NW1/4NW1/4	1.0
					SE1/4NW1/4	17.6
				Tract total		76.6

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Jim Shelburne	9	5S	3W	20	NE1/4SW1/4	12.0
					NW1/4SE1/4	<u>8.0</u>
					Tract total	20.0
A. Peitrok	42	6S	3W	5	NW1/4SW1/4	5.8
					SW1/4SW1/4	31.4
				6	NE1/4SE1/4	.6
					SE1/4SE1/4	<u>3.3</u>
					Tract total	41.1



IN REPLY
REFER TO: PN 440
840.

57771
55468

63099

United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043 - 550 WEST FORT STREET
BOISE, IDAHO 83724 - 0430

RECEIVED

MAY 23 1983

WATER RESOURCES DEPT.
SALEM, OREGON

MAY 19 1983

Mr. Sam Sweeney, Secretary-Treasurer
Palmer Creek Water District Improvement Company
P.O. Box 152
Dayton, Oregon 97114

Dear Mr. Sweeney:

Enclosed for your records is a fully executed original of Contract No. 3-07-10-W0479, dated May 17, 1983, which provides Palmer Creek Water District Improvement Company a maximum of 1,945.97 acre-feet from the Willamette Basin Project for irrigation of 905.1 acres. In accordance with Article 5, Contract No. 8-07-10-W0144, dated May 22, 1978, is cancelled effective May 17, 1983.

We are also furnishing a conformed copy of the contract to the Oregon Water Resources Department so they can proceed with amending your permit to divert water.

If you have any questions, please contact this office.

Sincerely yours,

Neil Stearns

Regional Supervisor of
Water, Power and Lands

Enclosure

cc: Director, Oregon Water Resources Department ✓
555 13th Street NE.
Salem, Oregon 97310
(with copy of enclosure)

Contract No.
3-07-10-W0479

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

BUREAU OF RECLAMATION OFFICIAL FILE COPY			ACTION MADE BY
MAY 12 1983			
TO	INIT	DATE	
4/10			

Contents

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RECEIVED
MAY 23 1983
WATER RESOURCES DEPT.
SALEM, OREGON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

CONTRACT FOR WATER SERVICE

1 THIS CONTRACT, made this 17th day of May, 1983,
2 pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187),
3 and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891),
4 (which acts are commonly known and referred to as the Reclamation Laws),
5 the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act
6 of 1950 (64 Stat. 170) between the UNITED STATES OF AMERICA, hereinafter
7 referred to as the United States, represented by the Contracting Officer
8 executing this contract, and Palmer Creek Water District Improvement
9 Company, P.O. Box 152, Dayton, Oregon 97114, hereinafter referred to as
10 the Contractor;

11 WITNESSETH, THAT:

12 Explanatory Recitals

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

3. WHEREAS, the Contractor entered into a water service contract, identified by Contract No. 8-07-10-W0144, dated May 22, 1978: and

4. WHEREAS, the Contractor has requested that the above-mentioned water service contract be amended to reflect an exclusion of lands which will no longer receive an irrigation water supply;

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

Termination of Previous Contract

5. Contract No. 8-07-10-W0144, dated May 22, 1978, between the parties hereto, is terminated as of the effective date of this contract.

Lands for Which Water is Furnished: Limitations on Deliveries

6. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for the irrigation of land owned by or served by the Contractor as described in Exhibit A which is attached to and hereby made a part of this contract. Of the land described in Exhibit A, not more than 905.1 acres are to be irrigated. The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land described in Exhibit A, but in no event shall it exceed a total diversion of 1,945.97 acre-feet annually, measured at the point of delivery of said water.

Articles 3,4,5,6

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Articles 8,9

1 devices satisfactory to the Contracting Officer. Such devices shall
2 be furnished, installed, and maintained by and at the expense of the
3 Contractor, but they shall be and remain at all times under the control
4 of the United States or of an appropriate State-appointed watermaster
5 whose representative may at all times have access to them over any
6 lands of the Contractor. All losses of water from seepage, evaporation,
7 or other cause, below said point of measurement, shall be borne by the
8 Contractor.

9 (c) The monthly supply of water hereunder diverted in any
10 one month of the irrigation season shall not exceed 35 percent of the
11 total maximum annual diversion set forth in subarticle 9(a) above. The
12 Contractor shall, to the extent practicable, submit to the Contracting
13 Officer an advance schedule as to the precise time of water deliveries.
14 Changes in such schedule may be made only upon sufficient advance
15 notice to the Contracting Officer to allow him to adjust releases to
16 meet the new schedules. Upon the appointment of a State watermaster
17 to govern diversions from the stream concerned, the Contractor shall
18 be required to conform its diversions and releases to the control of
19 the stream as established by the watermaster.

20 (d) The Contractor and all other entities heretofore or
21 hereafter contracting with the United States for a right to use water
22 from the Willamette Basin Project shall, to the extent of their base
23 entitlement, have equal priority to the use of water from such project
24 so far as that may be physically practicable and legally possible,
25 without regard to the date of their respective contracts.

Article 9 (continued)

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1 United States Not Liable for Water Shortages--Adjustments

2 13. On account of drought or uncontrollable forces, there may occur a
3 shortage in the total quantity of water available for furnishing to the
4 Contractor by the United States pursuant to this contract. In no event shall
5 any liability accrue against the United States or any of its officers, agents,
6 or employees for any damage direct or indirect arising from such shortages.
7 If such a shortage occurs, the United States will apportion the available
8 water supply among the Contractor and others entitled by existing and future
9 contracts to receive water from the Willamette Basin Project.

10 Disclaimer

11 14. No provision of this contract, nor of any renewal thereof, nor the
12 furnishing of water hereunder will be construed to bind the United States
13 after the expiration of this contract as the basis of a permanent water
14 right. Because of possible fluctuations in reservoir surface elevations and
15 downstream flows associated with the Willamette Basin Project, the United
16 States does not guarantee the availability of water at the point of the
17 Contractors diversion facilities as they may now be constructed or constructed
18 hereafter. Further, the United States will not be held responsible for any
19 acts or omissions of the Contractor's agents or of persons to whom water is
20 furnished.

21 Notices

22 15. Any notice, demand, or request authorized or required by this
23 contract shall be deemed to have been given, on behalf of the Contractor,
24 when mailed, postage prepaid, or delivered to the Regional Director, Pacific
25 Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street,
26 Boise, Idaho 83724, and on behalf of the United States, when mailed,
27 postage prepaid, or delivered to Palmer Creek Water District Improvement
28 Company, P.O. Box 152, Dayton, OR 97114. The designation of the addressee
29 or the address may be changed by notice given in the same manner as provided
30 in this article for other notices.

Articles 13,14,15

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Sam Sweeney	5	4S	3W	28	SW1/4SW1/4	.6
				33	NE1/4NW1/4	.3
					NW1/4NW1/4	24.0
					SW1/4NW1/4	14.2
				32	NE1/4NE1/4	11.2
					SE1/4NE1/4	8.8
				Tract Total		59.1
Mark Temple	12	4S	3W	32	SE1/4NE1/4	13.2
					NE1/4SE1/4	12.6
				33	SW1/4NW1/4	19.2
					NW1/4SW1/4	18.4
				Tract Total		63.4
D. Milner	12	4S	3W	33	NE1/4SW1/4	12.2
					SE1/4SW1/4	15.3
					SW1/4SE1/4	17.5
					NW1/4SE1/4	17.0
				Tract Total		62.0
Carl and Lores Dauenhauer	36	5S	3W	6	SW1/4NE1/4	3.0
					SE1/4NE1/4	33.6
					NE1/4SE1/4	39.9
					NW1/4SE1/4	4.5
					SW1/4SE1/4	1.2
					SE1/4SE1/4	6.0
				5	SW1/4NW1/4	30.4
					NW1/4SW1/4	36.2
					SW1/4SW1/4	10.5
					SE1/4SW1/4	17.5
					SW1/4SE1/4	.1
				8	NE1/4NW1/4	19.4
					SE1/4NW1/4	10.4
				Tract Total		212.7
Robert Perez	36	5S	3W	5	SW1/4NE1/4	1.9
					SE1/4NE1/4	18.8
				4	SW1/4NW1/4	.6
				Tract Total		21.3

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Carlton Nursery	45	5S	3W	4	NE1/4SW1/4	24.4
					SW1/4SW1/4	15.2
					SE1/4SW1/4	37.0
					NW1/4SE1/4	3.4
					SW1/4SE1/4	30.8
				9	NW1/4NE1/4	15.9
					NE1/4NW1/4	19.1
					NW1/4NW1/4	14.2
				Tract total		160.0
Charley Carr	16	5S	3W	8	SW1/4NW1/4	24.4
					NW1/4SW1/4	6.4
				7	NE1/4SW1/4	8.0
					SE1/4SW1/4	4.8
					NE1/4SE1/4	21.2
					NW1/4SE1/4	37.6
					SW1/4SE1/4	19.3
					SE1/4SE1/4	7.8
				Tract total		129.5
Carl and Lores Dauenhauer	19	5S	3W	17	NW1/4NW1/4	1.2
					SW1/4NW1/4	1.4
					SW1/4SW1/4	.3
				18	NE1/4NE1/4	7.7
					SE1/4NE1/4	2.4
					NE1/4SE1/4	5.6
					NW1/4SE1/4	25.6
					SW1/4SE1/4	6.6
					SE1/4SE1/4	8.6
				Tract total		59.4
Merle Church	10	5S	3W	17	SE1/4SW1/4	8.8
					SW1/4SE1/4	4.0
				20	NW1/4NE1/4	9.0
					NE1/4NW1/4	36.2
					NW1/4NW1/4	1.0
					SE1/4NW1/4	17.6
				Tract total		76.6

EXHIBIT A

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Jim Shelburne	9	5S	3W	20	NE1/4SW1/4	12.0
					NW1/4SE1/4	<u>8.0</u>
					Tract total	20.0
A. Peitrok	42	6S	3W	5	NW1/4SW1/4	5.8
					SW1/4SW1/4	31.4
				6	NE1/4SE1/4	.6
					SE1/4SE1/4	<u>3.3</u>
					Tract total	41.1

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Washington and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a 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.

RULES, REGULATIONS, AND DETERMINATIONS

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

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

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

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

TITLE VI, CIVIL RIGHTS ACT OF 1964

(not applicable if Contractor is actual water user)

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

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

(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

Water Conservation Program

i. (1) While the contents and standards of a given water conservation program are primarily matters of State and local determination, there is a strong Federal interest in developing an effective water conservation program because of this contract. The Contractor shall develop and implement an effective water conservation program for all uses of water which is provided from, or conveyed through, Federally constructed or Federally financed facilities. That water conservation program shall contain definite goals, appropriate water conservation measures, and time schedules for meeting the water conservation objectives.

(2) A water conservation program, acceptable to the Contracting Officer, shall be in existence prior to one or all of the following: (a) service of Federally stored/conveyed water; (b) transfer of operation and maintenance of the project facilities to the Contractor; or (c) transfer of the project to an operation and maintenance status. The distribution and use of Federally stored/conveyed water and/or the operation of project facilities transferred to the Contractor shall be consistent with the adopted water conservation program. Following execution of this contract, and at subsequent 5-year intervals until payout under this supplemental contract, the Contractor shall resubmit the water conservation plan to the Contracting Officer for review and approval. After review of the results of the previous 5 years and after consultation with the Contractor, the Contracting Officer may require modifications in the water conservation program to better achieve program goals.

Palmer Creek Water District Improvement Co.

application for water rights Bureau of Reclamation

page one

name	tract no.	Tsp.	Range	Section	Discription	acreage
Art Hop	44	4S	3W	21	NE $\frac{1}{4}$ NW $\frac{1}{4}$	.9
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	22.7
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	29.0
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	3.4
total for tract	64.0			20	SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.0
Howard Adams	32	4S	3W	20	SW $\frac{1}{4}$ SW $\frac{1}{4}$	1.3
total for tract	13.3				SE $\frac{1}{4}$ SW $\frac{1}{4}$	12.0
Carl Rutchman	27	4S	3W	28	NW $\frac{1}{4}$ NE $\frac{1}{4}$	5.7
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	2.8
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	12.8
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	9.2
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	23.0
total for tract	84.0				SW $\frac{1}{4}$ NE $\frac{1}{4}$	30.5
Zane May		4S	3W	29	SW $\frac{1}{4}$ NE $\frac{1}{4}$	2.1
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	20.0
tract total	74.9				NW $\frac{1}{4}$ SE $\frac{1}{4}$	32.9
Irma Webster	22	4S	3W	29	NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	2.7
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	21.0
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	19.1
				28	NE $\frac{1}{4}$ SW $\frac{1}{4}$	2.0
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	27.0
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	26.0
tract total	108.6				SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.5
Sam Sweeney	5	4S	3W	28	SW $\frac{1}{4}$ SW $\frac{1}{4}$	.6
				33	NE $\frac{1}{4}$ NW $\frac{1}{4}$	.3
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	24.0
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
				32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	11.2
tract total	59.1				SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.8
Ina S. Taggart	2	4S	3W	32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	9.3
					NW $\frac{1}{4}$ NE $\frac{1}{4}$	15.0
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	17.0
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	9.0
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	17.0
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	4.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	2.2
tract total	89.7				SE $\frac{1}{4}$ NW $\frac{1}{4}$	16.0
Mark Temple	12	4S	3W	32	SE $\frac{1}{4}$ NE $\frac{1}{4}$	13.2
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	12.6
				33	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19.2
tract total	62.0				NW $\frac{1}{4}$ SW $\frac{1}{4}$	18.4

Application No. 55468

Permit No.

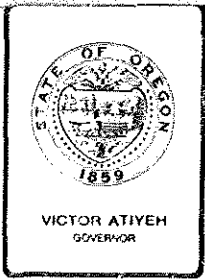
name	tract no.	Tsp.	Range	Section	Description	acreage
D. Milner		4S	3W	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	15.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.5
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	17.0
	tract total		62.0	acres		
Zane May	28	4S	3W	32	NE $\frac{1}{4}$ SW $\frac{1}{4}$	2.8
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	22.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.3
		5S	3W	5	NW $\frac{1}{4}$ NE $\frac{1}{4}$	2.3
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	.6
	tract total		45.7	acres		
Don Youngblood 1		4S	3W	31	NE $\frac{1}{4}$ SE $\frac{1}{4}$	8.0
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	4.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	10.8
		5S	3W	6	NW $\frac{1}{4}$ NE $\frac{1}{4}$	15.3
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	30.6
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	2.0
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	21.7
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.8
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	24.9
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	33.1
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	29.1
				7	NW $\frac{1}{4}$ NE $\frac{1}{4}$	28.6
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	.2
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	37.5
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	.9
	tract total		261.1	acres		
Frank Armentrout	36	5S	3W	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	3.0
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	33.6
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	39.9
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	1.0
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	6.0
				5	SW $\frac{1}{4}$ NW $\frac{1}{4}$	30.4
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	38.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	11.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	17.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	.2
				8	NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.4
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.4
	tract total		215.5	acres		
Robert Perez		5S	3W	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$	1.9
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	18.8
	tract total		21.3	acres	SW $\frac{1}{4}$ NW $\frac{1}{4}$	.6
Peter Ediger	15	5S	3W	4	NW $\frac{1}{4}$ SW $\frac{1}{4}$	13.3
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	5.9
				5	NE $\frac{1}{4}$ SE $\frac{1}{4}$	34.4
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	6.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	7.2
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	22.3
	tract total		89.6	acres		

Application No. 55468
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name	tract no.	Tsp.	Range	Section	Description	acreage					
Carlton Nursery	45	5S	3W	4	NE $\frac{1}{4}$ SW $\frac{1}{4}$	24.4					
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	15.2					
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	37.0					
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	3.4					
				9	SW $\frac{1}{4}$ SE $\frac{1}{4}$	30.8					
					NW $\frac{1}{4}$ NE $\frac{1}{4}$	31.7					
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	12.6					
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	37.2					
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	24.8					
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	3.5					
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	13.9					
					tract total 160 ⁰ 234.5 acres						
				Charley Carr	16	5S	3W	8	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24.4	
NW $\frac{1}{4}$ SW $\frac{1}{4}$	6.4										
7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	8.0									
	SE $\frac{1}{4}$ SW $\frac{1}{4}$	4.8									
	NE $\frac{1}{4}$ SE $\frac{1}{4}$	21.2									
	NW $\frac{1}{4}$ SE $\frac{1}{4}$	37.6									
	SW $\frac{1}{4}$ SE $\frac{1}{4}$	19.3									
	SE $\frac{1}{4}$ SE $\frac{1}{4}$	7.8									
	tract total 129.5 acres										
	Barry House	14	5S					3W	8	SW $\frac{1}{4}$ NE $\frac{1}{4}$	.3
										SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.6
NE $\frac{1}{4}$ SW $\frac{1}{4}$				18.9							
NW $\frac{1}{4}$ SE $\frac{1}{4}$				.2							
tract total 30.0 acres											
Roy McGourry Betty Yockey	11	5S	3W	8	SE $\frac{1}{4}$ SW $\frac{1}{4}$	21.1					
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	7.1					
				17	NE $\frac{1}{4}$ NE $\frac{1}{4}$	25.5					
					NW $\frac{1}{4}$ NE $\frac{1}{4}$	35.3					
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	21.4					
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	15.9					
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.5					
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	15.2					
					tract total 161.0 acres						
					Fred Withee	41	5S	3W	17	SW $\frac{1}{4}$ NE $\frac{1}{4}$	6.9
										SW $\frac{1}{4}$ NW $\frac{1}{4}$	7.6
										SE $\frac{1}{4}$ NW $\frac{1}{4}$	14.6
										NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.8
NW $\frac{1}{4}$ SW $\frac{1}{4}$	5.0										
NW $\frac{1}{4}$ SE $\frac{1}{4}$	8.0										
tract total 55.9 acres											
Carl Dauenhauer	19	5S	3W	17						NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	1.4					
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	.3					
				18	NE $\frac{1}{4}$ NE $\frac{1}{4}$	7.7					
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	2.4					
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	5.6					
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	25.6					
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	6.6					
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	8.6					
					tract total 59.4 acres						
					Merle Church	10	5S	3W	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$	8.8
										SW $\frac{1}{4}$ SE $\frac{1}{4}$	4.0
										NW $\frac{1}{4}$ NE $\frac{1}{4}$	9.0
										NE $\frac{1}{4}$ NW $\frac{1}{4}$	36.2
Application No. 55468											
Permit No.											

name	Tract no.	Tsp	Range	Section	Description	acreage
Merle Church	10	5S	3W	20	NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	1.0 17.6
	tract total 76.6 acres					
Jim Shelburne	9	5S	3W	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$	12.0 8.0
	tract total 20 acres					
Robert Janzen	37 & 39	5S	3W	29	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	6.0 6.2 36.2 7.9 15.0 17.2 27.6 10.2 25.0
				30	NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	.3 .2
				32	NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	10.5 8.2
	tract total 170.5 acres					
T.F. Gingerich	4	5S	3W	32	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	2.0 11.0 32.0 10.0 40.0 34.4 31.9 37.2 6.0 2.6
		6S	3W	5	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	19.1 40.0 35.2 11.4
	tract total 320 acres					
Wally Wood	13	6S	3W	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	17.0 16.5 11.3 8.8
	tract total 53.6 acres					
Art Nygren		6S	3W	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.0 14.8
	tract total 22.8 acres					
Robert Janzen	37	6S	3W	6	SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	24.2 38.9 28.0
	tract total 91.1 acres					
B.J. Roscoe	42	6S	3W	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	21.4 .5 1.9
	tract total 23.8 acres					
A. Pietrok		6S	3W	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	5.8 31.4 .6 3.3
	tract total 41.1 acres					

Application No. 55468
Permit No.



Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

File Number 55468

& 59791

February 21, 1980

Palmer Creek Water Improvement Co.

P.O. Box 152

Dayton, Oregon 97114

Attn: Sam Sweeney, Sec/Treas.

Pursuant to our discussion while you were in this office February 19, 1980, I am enclosing our check number 4080 in the amount of \$436.90 refunding excess recording fees from the file number 55468. The permit number 43379 approving your application number 55468 only needed \$315.00 of the \$843.60 submitted. Therefore, of the excess fee of \$528.60, \$436.90 is being refunded and \$91.70 is being credited to your new application number 59791 filed while you were in this office.

You will be advised of any matters requiring further attention for the new application number 59791 after it and the four supporting maps have been reviewed. If no additional information is required, the permit approving the application will be issued without further correspondence.

Sincerely,

Wayne J. Overcash
Water Rights Engineer

WJO:jmt

Enclosure

Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

55468

57132

August 30, 1978

PALMER CREEK WATER DISTRICT
IMPROVEMENT CO.

P.O. Box 152
Dayton, OR 97114

ATTENTION: Sam Sweeney

Dear Mr. Sweeney:

Thank you for the return of the map and superseding applications
numbered 55468 and 57132.

Permits will be issued for use of water from Willamette River
and its tributaries. However, water may not be available during
dry periods. The water may be needed to satisfy existing rights
or minimum flow standards.

Your applications are satisfactory and will be considered for
the issuance of permits in 30 to 60 days.

Sincerely,

Vestal R. Garner
Water Rights Engineer

VRG:jfv

PALMER CREEK
WATER DISTRICT
IMPROVEMENT COMPANY

P. O. Box 152
Dayton, Oregon 97114

RECEIVED
AUG 17 1978
WATER RESOURCES DEPT.
SALEM, OREGON

August 16, 1978

Dear Ves,

Enclosed are the maps and applications with my signature.
Excepting the changes that you mentioned, they appear to be the
same as originally submitted.

Sincerely,

Sam

Sam Sweeney

378-3066

55468
57132

July 14, 1978

Palmer Creek Water District Improvement Co.
P.O. Box 152
Dayton, OR. 97114

ATTN: Sam Sweeney

Dear Mr. Sweeney:

On May 25, 1978 we received amended contract No. 8-07-10-W0144 between Palmer Creek Water District Improvement Co. and the Bureau of Reclamation for use of stored water for irrigation.

The land described by the amended contract is considerably less than the 1977 contract and since a permit has not been issued in approval of an application for the storage, I have prepared a new application for your review.

The new application which will supersede the previous application is for the same 980.0 acres as described by the contract. I am also enclosing a map which illustrates the land I believe intended to be irrigated. Would you please review the map and application, and if you find them correct, and in agreement with the District's intentions, please sign the application and return it together with the attached sheets and map to this office.

We originally collected \$843.60 in fees because of the total number of acres proposed for irrigation from storage. For 980.0 acres, the fee is \$315.00; therefore, a refund will be submitted at the time the permit is issued.

We have also received the amendment to application numbered 57132 regarding the land for Zane May. I have consolidated the amendment with the original application and I am forwarding it to you for your signature. I am also enclosing the maps again for your review.

These two applications are the only ones now pending for the District. If at a later date additional use is proposed within the District not covered by an existing application or permit, a new application will be necessary.

Page Two
applications #55468 and 57132

Should you have questions regarding either application, please do not hesitate to give me a call.

Sincerely,

VESTAL GARNER
Water Rights Engineer

VG:tld
Enclosures

United States Department of the Interior

BUREAU OF RECLAMATION
SALEM PLANNING FIELD BRANCH
SUITE 335, EQUITABLE CENTER
530 CENTER STREET NE
SALEM, OREGON 97301

RECEIVED

MAY 25 1978

WATER RESOURCES DEPT
SALEM, OREGON

840.-

May 22, 1978

Palmer Creek Water District Improvement Co.
P. O. Box 152
Dayton, Oregon 97114

Gentlemen:

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

8-07-10-W0144, May 22, 1978

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

Also enclosed is a form for your reporting operations during the 1978 irrigation season. Please maintain the form on a monthly basis during the 1978 irrigation season. The form should be returned to the Bureau's Regional Office in Boise, Idaho, at the address shown on the report form, not later than October 31, 1978. The form should be submitted even if you do not use stored water in 1978. If the form is not submitted by October 31, 1978, it will be assumed that you have used the maximum quantity of water available under the contract and you will subsequently be billed for excess water use in the 1978 irrigation season.

Sincerely yours,

Robert A. Barbo

Robert A. Barbo
Chief, Planning Field Branch

Enclosures

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

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

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 22 day of May, 1978, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Palmer Creek Water District Improvement Co.
(name)

P. O. Box 152, Dayton, Oregon 97114,
(address)
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Water to be Provided by the United States

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

SEE ATTACHED SHEETS

Of the land described, 980 acres are to be irrigated. The quantity of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 2,107 acre-feet annually, measured at the point of delivery of said water.

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion:

4,700 feet north and 1,290 feet east of southeast corner of Gay DLC 58, T. 6 S., R. 3 W., W.M.

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

Point of diversion

by means of a measuring device or controlling device to be satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times under the control of the United States or of an appropriate State-appointed watermaster whose representative may at

Arts. 4, 5

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

Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

Water Charges

8. (a) For water supplies delivered under this contract the Contractor shall:

(1) Pay a minimum charge equal to the annual rate per acre-foot established under (c) of this article times the acreage to be irrigated as specified in Article 4. In no event shall the minimum charge be less than ten dollars (\$10.00).

(2) Pay the annual rate established under (c) of this article for each acre-foot of water provided in addition to the entitlement obtained for payment of the minimum charge.

The quantity of water made available for payment of the aforescribed charges shall be limited by the total diversion permitted by Article 4 of this contract. Prior to the delivery of any water during an irrigation season, the Contractor shall make advance payment for the estimated amount of water required during that season with such payment being not less than the minimum charge. At the end of the irrigation season a determination will be made by the watermaster, if one is available on the stream involved, and if not, by the Contracting Officer, of the amount of stored water delivered. In the event the total quantity of stored water delivered to the Contractor is less than the estimated amount for which advance payment has been made, the Contractor shall be given credit for the difference between the amount advanced and the amount of obligation based on the water delivered, the latter amount in no event, however, to be less than the minimum charge. Any credit determined to be due will be applied on the payment of charges to come due in the succeeding irrigation season. In the event the total quantity delivered is more than the estimated amount for which advance payment is made, payment therefor shall be made within 30 days of the issuance of a bill therefor.

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

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

Benefits Conditioned upon Payment--Termination

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

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

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

Irrigable Area Limitation

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

Term of Contract

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

General Provisions

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

UNITED STATES OF AMERICA

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

Lavern L. Patterson
Contractor
Lavern Patterson
President

Sam Sweeney
Sam Sweeney
Secretary & Treasurer

4. From page 2.

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Zane May	32	4S	3W	29	SW $\frac{1}{4}$ NE $\frac{1}{4}$	2.1
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	20.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	32.9
					Tract total	74.9
Sam Sweeney	5	4S	3W	28	SW $\frac{1}{4}$ SW $\frac{1}{4}$	.6
				33	NE $\frac{1}{4}$ NW $\frac{1}{4}$	.3
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	24.0
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
				32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	11.2
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.8
					Tract total	59.1
Mark Temple	12	4S	3W	32	SE $\frac{1}{4}$ NE $\frac{1}{4}$	13.2
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	12.6
				33	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19.2
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	18.4
					Tract total	63.4
D. Milner	12	4S	3W	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	15.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.5
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	17.0
					Tract total	62.0
Carl & Lores Dauenhauer	36	5S	3W	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	3.0
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	33.6
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	39.9
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.5
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	1.2
				5	SE $\frac{1}{4}$ SE $\frac{1}{4}$	6.0
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	30.4
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	36.2
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	10.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	17.5
				8	SW $\frac{1}{4}$ SE $\frac{1}{4}$	.1
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.4
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.4
					Tract total	212.7

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Robert Perez	36	5S	3W	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$	1.9
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	18.8
				4	SW $\frac{1}{4}$ NW $\frac{1}{4}$	.6
					Tract total	21.3
Carlton Nursery	45	5S	3W	4	NE $\frac{1}{4}$ SW $\frac{1}{4}$	24.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	15.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	37.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	3.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	30.8
				9	NW $\frac{1}{4}$ NE $\frac{1}{4}$	15.9
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.1
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
					Tract total	160.0
Charley Carr	16	5S	3W	8	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24.4
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
				7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	8.0
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	4.8
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	21.2
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	37.6
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	19.3
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	7.8
					Tract total	129.5
Carl & Lores Dauenhauer	19	5S	3W	17	NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	1.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	.3
				18	NE $\frac{1}{4}$ NE $\frac{1}{4}$	7.7
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	2.4
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	5.6
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	25.6
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	6.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	8.6
					Tract total	59.4
Merle Church	10	5S	3W	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$	8.8
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	4.0
				20	NW $\frac{1}{4}$ NE $\frac{1}{4}$	9.0
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	36.2
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.0
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	17.6
					Tract total	76.6

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Jim Shelburne	9	5S	3W	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	8.0
					Tract total	20.0
A. Pietrok	42	6S	3W	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$	5.8
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	31.4
				6	NE $\frac{1}{4}$ SE $\frac{1}{4}$	.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	3.3
					Tract total	41.1

Superseded.



IN REPLY
REFER TO:

840.-

United States Department of the Interior
BUREAU OF RECLAMATION

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

July 28, 1977

RECEIVED

JUL 29 1977

WATER RESOURCES DEPT.
SALEM, OREGON

Palmer Creek Water District Improvement Company
P. O. Box 152
Dayton, Oregon 97114

Gentlemen:

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

7-07-10-W0138 dated July 28, 1977

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

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

Sincerely yours,

Robert A. Barbo

Robert A. Barbo
Chief, Planning
Field Branch

Enclosures

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



Save Energy and You Serve America!

PN Draft 4/11/77

Contract No. 7-07-10-W0138

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

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 28 day of July, 1977, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, including section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Palmer Creek Water District Improvement Co.
(name)

P. O. Box 152, Dayton, Oregon 97114,
(address)
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Water to be Provided by the United States

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

SEE ATTACHED SHEETS

Of the land described, ^{1703.7 CRP}~~1,706.5~~ ⁷⁻²⁷⁻⁷⁷ acres are to be irrigated. The quantity of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of ~~2,668.98~~ ^{3662.96 CRP} acre-feet annually, measured at the point of delivery of said water. ⁷⁻²⁷⁻⁷⁷

Place of Delivery and Measurement of Water

5. Water for the purposes hereof shall be made available at the following described point of diversion:

4,700 feet north and 1,290 feet east of southeast corner of Gay DLC 58, T. 6 S., R. 3 W., W.M.

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

by means of a measuring device or controlling device to be satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times under the control of the United States or of an appropriated State-appointed watermaster whose representative may at

Arts. 4, 5

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

Rate of Delivery of Water

6. The monthly supply of water hereunder diverted in any one month of the irrigation season, beginning in April and ending on or before September 30, shall not exceed 35 percent of the total maximum annual diversion as hereinabove set forth. The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the precise time of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him to adjust releases to meet the new schedules. Upon the appointment of a watermaster to govern diversions from the stream concerned, the Contractor shall be required to conform his diversions and releases to the control of the stream as established by the watermaster.

Water Supply

7. (a) The Contractor and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Willamette Basin Project shall, to the extent of their respective maximum contracted rights, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts. It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Willamette Basin Project determined in accordance with the law governing the project.

(b) On account of drought, inaccuracy in distribution, or other cause, there may occur at times a shortage in the water supply provided herein, and while the United States will use all reasonable means to guard against such shortages, in no event shall any liability accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

Water Charges

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

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

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

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

Benefits Conditioned upon Payment--Termination

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

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

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

Irrigable Area Limitation

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

Term of Contract

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

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

General Provisions

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

UNITED STATES OF AMERICA

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

Francis LaVern D. Patterson
Contractor
President, Palmer Creek
Water District Improvement
Company

Art. 12

GENERAL PROVISIONS--WILLAMETTE BASIN PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such a manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

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

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

RULES, REGULATIONS, AND DETERMINATIONS

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

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

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

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

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

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

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

(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

4. From page 2.

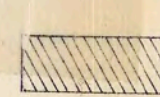
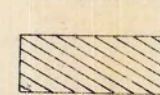
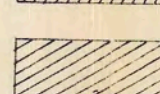
<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Howard Adams	32	4S.	3W.	20	SW $\frac{1}{4}$ SW $\frac{1}{4}$	1.3
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	12.0
					Tract total	13.3
Zane May		4S.	3W.	29	SW $\frac{1}{4}$ NE $\frac{1}{4}$	2.1
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.5
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.4
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	20.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	32.9
					Tract total	74.9
Irma Webster	22	4S.	3W.	29	NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	2.7
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	21.0
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	19.1
				28	NE $\frac{1}{4}$ SW $\frac{1}{4}$	2.0
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	27.0
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	26.0
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	6.5
					Tract total	108.6
Sam Sweeney	5	4S.	3W.	28	SW $\frac{1}{4}$ SW $\frac{1}{4}$	.6
				33	NE $\frac{1}{4}$ NW $\frac{1}{4}$	.3
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	24.0
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
				32	NE $\frac{1}{4}$ NE $\frac{1}{4}$	11.2
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	8.8
					Tract total	59.1
Mark Temple	12	4S.	3W.	32	SE $\frac{1}{4}$ NE $\frac{1}{4}$	13.2
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	12.6
				33	SW $\frac{1}{4}$ NW $\frac{1}{4}$	19.2
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	18.4
					Tract total	63.4
D. Milner		4S.	3W.	33	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	15.3
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.5
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	17.0
					Tract total	62.0

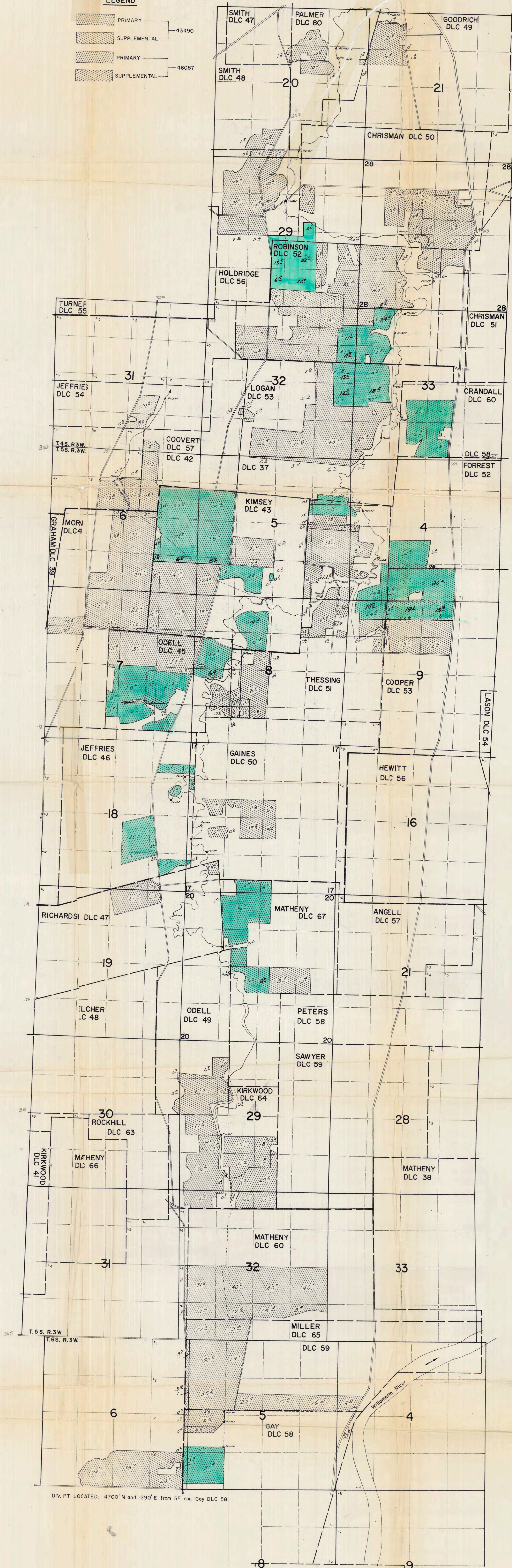
Name	Tract No.	Tsp.	Range	Section	Description	Acreage	
Zane May	28	4 S.	3 W.	32	NE $\frac{1}{4}$ SW $\frac{1}{4}$	2.8	
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	.2	
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	22.5	
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	17.3	
		5 S.	3 W.	5	NW $\frac{1}{4}$ NE $\frac{1}{4}$	2.3	
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	.6	
					Tract total	45.7	
Carl & Lores Dauenhauer	36	5 S.	3 W.	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	3.0	
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	33.6	
				5	NE $\frac{1}{4}$ SE $\frac{1}{4}$	39.9	
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	4.5	
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	1.0 1.2	
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	6.0	
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	30.4	
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	38.4 36.2	
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	11.2 10.5	
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	17.5	
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	.2 .1	
					8	NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.4
						SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.4
					Tract total	215.5 212.7	
Robert Perez		5 S.	3 W.	5	SW $\frac{1}{4}$ NE $\frac{1}{4}$	1.9	
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	18.8	
				4	SW $\frac{1}{4}$ NW $\frac{1}{4}$	.6	
					Tract total	21.3	
Carlton Nursery	45	5 S.	3 W.	4	NE $\frac{1}{4}$ SW $\frac{1}{4}$	24.4	
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	15.2	
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	37.0	
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	3.4	
				9	SW $\frac{1}{4}$ SE $\frac{1}{4}$	30.8	
					NW $\frac{1}{4}$ NE $\frac{1}{4}$	15.9	
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.1	
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	14.2	
Tract total	160.0						
Charley Carr	16	5 S.	3 W.	8	SW $\frac{1}{4}$ NW $\frac{1}{4}$	24.4	
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	6.4	
				7	NE $\frac{1}{4}$ SW $\frac{1}{4}$	8.0	
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	4.8	
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	21.2	
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	37.6	
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	19.3	
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	7.8	
					Tract total	129.5	

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Barry House	14	5 S.	3 W.	8	SW $\frac{1}{4}$ NE $\frac{1}{4}$	.3
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	10.6
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	18.9
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	.2
					Tract total	30.0
Roy McCourry	11	5 S.	3 W.	8	SE $\frac{1}{4}$ SW $\frac{1}{4}$	21.1
Betty Yockey					SW $\frac{1}{4}$ SE $\frac{1}{4}$	7.1
				17	NE $\frac{1}{4}$ NE $\frac{1}{4}$	25.5
					NW $\frac{1}{4}$ NE $\frac{1}{4}$	35.3
					SW $\frac{1}{4}$ NE $\frac{1}{4}$	21.4
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	15.9
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	19.5
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	14.2
					Tract total	160.0
Fred Withee	41	5 S.	3 W.	17	SW $\frac{1}{4}$ NE $\frac{1}{4}$	6.9
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	7.6
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	14.6
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	13.8
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	5.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	8.0
					Tract total	55.9
Carl & Lores Dauenhauer	19	5 S.	3 W.	17	NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	1.4
					SW $\frac{1}{4}$ SW $\frac{1}{4}$	.3
				18	NE $\frac{1}{4}$ NE $\frac{1}{4}$	7.7
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	2.4
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	5.6
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	25.6
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	6.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	8.6
					Tract total	59.4
Merle Church	10	5 S.	3 W.	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$	8.8
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	4.0
				20	NW $\frac{1}{4}$ NE $\frac{1}{4}$	9.0
					NE $\frac{1}{4}$ NW $\frac{1}{4}$	36.2
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	1.0
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	17.6
					Tract total	76.6
Jim Shelburne	9	5 S.	3 W.	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$	12.0
					NW $\frac{1}{4}$ SE $\frac{1}{4}$	8.0
					Tract total	20.0

<u>Name</u>	<u>Tract No.</u>	<u>Tsp.</u>	<u>Range</u>	<u>Section</u>	<u>Description</u>	<u>Acreage</u>
Robert & Betty Janzen	37 & 39	5 S.	3 W.	29	NE $\frac{1}{4}$ NW $\frac{1}{4}$	6.0
					NW $\frac{1}{4}$ NW $\frac{1}{4}$	6.2
					SW $\frac{1}{4}$ NW $\frac{1}{4}$	36.2
					SE $\frac{1}{4}$ NW $\frac{1}{4}$	8.1
					NE $\frac{1}{4}$ SW $\frac{1}{4}$	15.0
					NW $\frac{1}{4}$ SW $\frac{1}{4}$	17.2
					SE $\frac{1}{4}$ SW $\frac{1}{4}$	27.6
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	10.2
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	25.0
				30	NE $\frac{1}{4}$ NE $\frac{1}{4}$	.3
				SE $\frac{1}{4}$ NE $\frac{1}{4}$	2.0	
				32	NW $\frac{1}{4}$ NE $\frac{1}{4}$	10.5
				NE $\frac{1}{4}$ NW $\frac{1}{4}$	8.2	
				Tract total	172.5	
Art Nygren		6 S.	3 W.	6	SW $\frac{1}{4}$ NE $\frac{1}{4}$	8.0
					SE $\frac{1}{4}$ NE $\frac{1}{4}$	14.8
					Tract total	22.8
Robert & Betty Janzen	37	6 S.	3 W.	6	SE $\frac{1}{4}$ SW $\frac{1}{4}$	24.2
					SW $\frac{1}{4}$ SE $\frac{1}{4}$	38.9
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	28.0
					Tract total	91.1
B. J. Roscoe	42	6 S.	3 W.	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$	21.4
				6	SE $\frac{1}{4}$ NE $\frac{1}{4}$	.5
				NE $\frac{1}{4}$ SE $\frac{1}{4}$	1.9	
				Tract total	23.8	
A. Pietrok		6 S.	3 W.	5	NW $\frac{1}{4}$ SW $\frac{1}{4}$	5.8
				6	SW $\frac{1}{4}$ SW $\frac{1}{4}$	31.4
					NE $\frac{1}{4}$ SE $\frac{1}{4}$	.6
					SE $\frac{1}{4}$ SE $\frac{1}{4}$	3.3
					Tract total	41.1

LEGEND

-  PRIMARY 43490
-  SUPPLEMENTAL
-  PRIMARY 46087
-  SUPPLEMENTAL

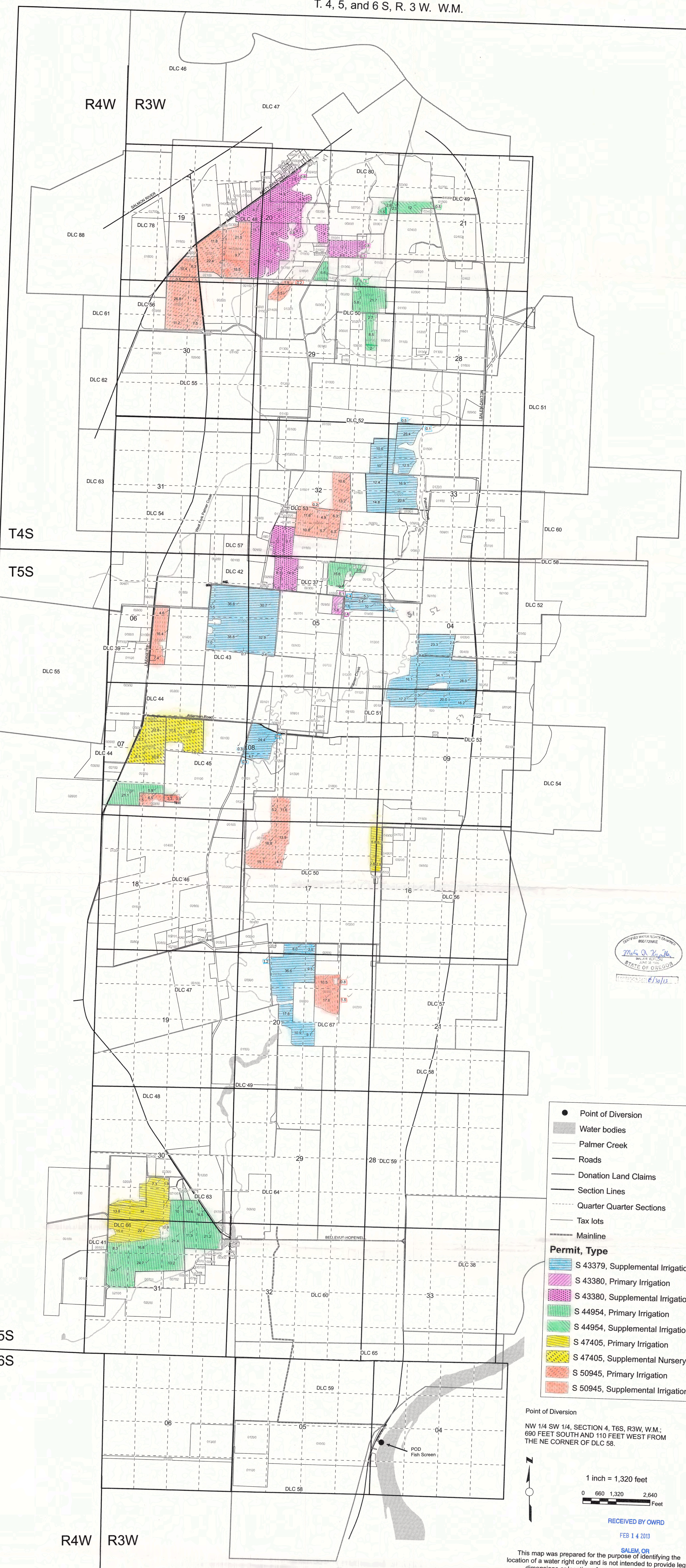


FINAL PROOF SURVEY

43490 32243
Application No. 46087 Permit No. 34436
IN NAME OF
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY
Aug. 12-16, 1975 L.E. Gould
Aug. 21-23, 1975 R.G. Mucken
Surveyed Aug. 26-29, 1975, by D.M. Norby

per 43379
App 53468 -

T. 4, 5, and 6 S, R. 3 W. W.M.



CERTIFIED WATER RIGHTS EXAMINER
REGISTRATION NO. 180172/WARE
Michele R. Knapik
JAN 28 2013
STATE OF OREGON
EXPIRATION DATE: 6/30/13

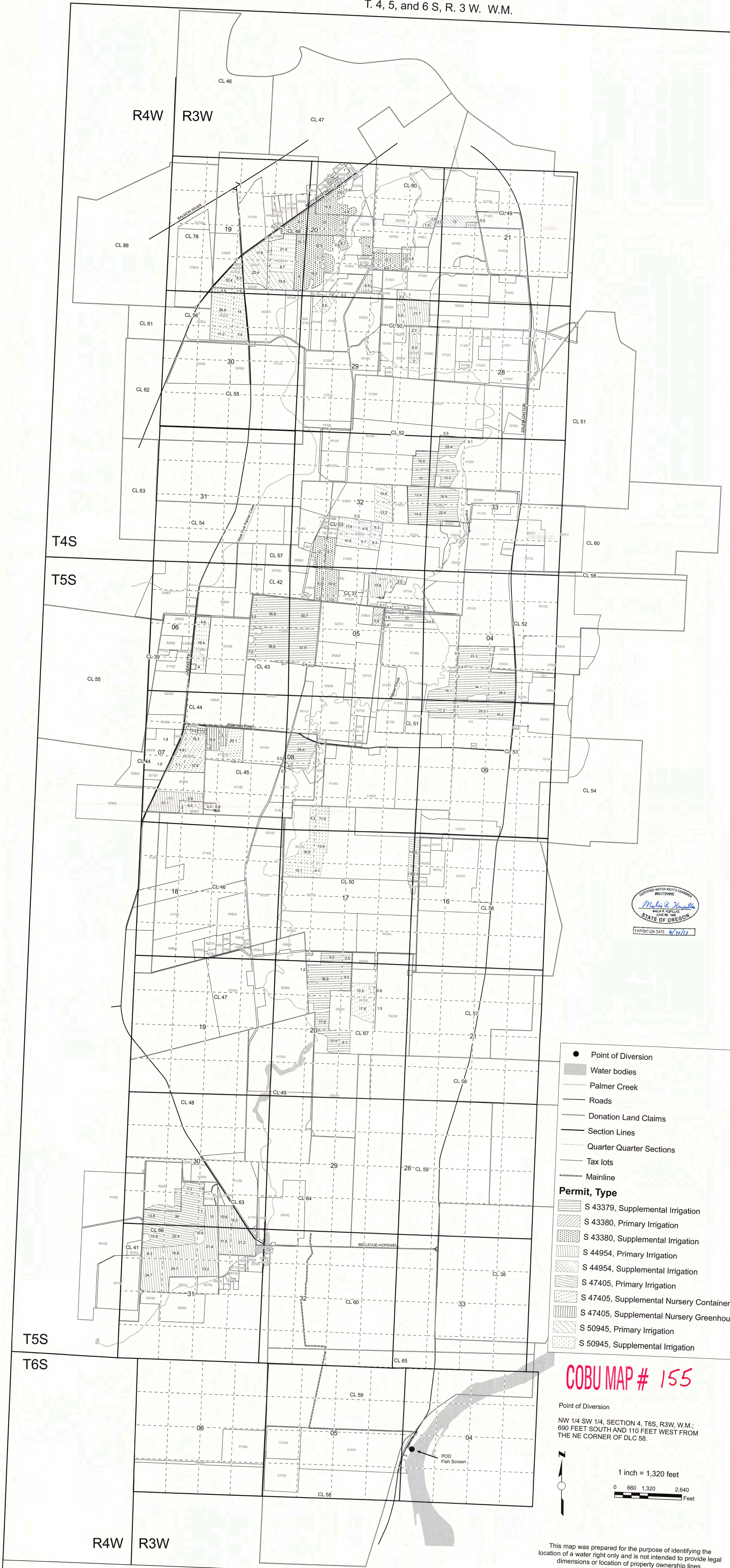
Point of Diversion
NW 1/4 SW 1/4, SECTION 4, T6S, R3W, W.M.;
690 FEET SOUTH AND 110 FEET WEST FROM
THE NE CORNER OF DLC 58.

POD
Fish Screen

1 inch = 1,320 feet
0 660 1,320 2,640
Feet

RECEIVED BY OWRD
FEB 14 2013
SALEM, OR

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 location of property ownership lines.



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001

1.30 ✓
 1 2.00 ✓
 2.10 ✓
 1 3.50 ✓
 6.40 ✓
 2 0.00 ✓
 3 2.90 ✓
 4.30 ✓
 2.70 ✓
 2 1.00 ✓
 1 9.10 ✓
 2.00 ✓
 2 7.00 ✓
 2 6.00 ✓
 6.50 ✓
 60 ✓
 30 ✓
 2 4.00 ✓
 1 4.20 ✓
 1 1.20 ✓
 8.80 ✓
 1 3.20 ✓
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 1 9.20 ✓
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 1 5.90 ✓
 1 9.10 ✓
 1 4.20 ✓
 2 4.40 ✓
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 8.00 ✓

page 1

+27

Page 2

4.80 ✓
 2 1.20 ✓
 3 7.60 ✓
 1 9.30 ✓
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 30 ✓
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 3 6.20 ✓
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 1 7.20 ✓
 2 7.60 ✓
 1 0.20 ✓
 2 5.00 ✓
 30 ✓
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 1 4.80 ✓
 2 4.20 ✓
 3 8.90 ✓
 2 8.00 ✓
 2 1.40 ✓
 50 ✓
 1.90 ✓
 5.80 ✓
 3 1.40 ✓
 60 ✓
 30 ✓
 3.00 ✓
 1,701.001

page 3

1701.0
 27

 170317

Sub

March 11, 1977

Application No. 55468
Permit No. 43379

Name Palmer Creek Water District Improvement Co.

Address P.O. Box 152 Dayton, OR. 97114

Assigned

Address

Beginning construction SEP 27 1979

Completion of construction OCT 1 1980

Extended to

Complete application of water OCT 1 1981

Extended to