

Application for a Permit to Use Surface Water



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

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Water-Use Permit Application Processing

JUN 20 2016

1. Completeness Determination

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The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law.oar). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- SECTION 8: within a district
- SECTION 9: remarks

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Attachments:

-
- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
 - Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
 - Fees - Amount enclosed: \$ \$1603.00
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included:

-
- Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot clearly identified
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
 - Other:

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Oregon Water Resources Department
 Permit to Appropriate Only Stored Water - Expedited Secondary

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Friday, June 03, 2016

Base Application Fee.		\$450.00
Acre feet of Stored Water to be diverted.	122.9750	\$703.00
Permit Recording Fee. ***		\$450.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<input type="button" value="Recalculate"/>	
Estimated cost of Permit Application		\$1,603.00

OWRD Fee Schedule

Fee Calculator Version: B20130709

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Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME BRUCE AND SHARON DIANE TOWLE		PHONE (HM) 541-935-4083	
PHONE (WK) 541-935-4083	CELL 541-954-8070	FAX 541-935-0856	
ADDRESS 90536 TERRITORIAL ROAD			
CITY JUNCTION CITY,	STATE OR	ZIP 97448	E-MAIL *

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Organization Information

NAME		PHONE	FAX
ADDRESS		CELL	
CITY	STATE	ZIP	E-MAIL *

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

AGENT / BUSINESS NAME STEVEN I. RECCA		PHONE 541-688-8322	FAX 541-688-8087
ADDRESS 2535B PRAIRIE ROAD		CELL 541-913-1304	
CITY EUGENE	STATE OR	ZIP 97402	E-MAIL * STEVERECCA@EGRASSOC.COM

Note: Attach multiple copies as needed

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

By my signature below I confirm that I understand:

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



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

[Signature]
 Applicant Signature

BRUCE TOWLE
 Print Name and title if applicable

6/9/16
 Date

[Signature]
 Applicant Signature

Sharon Diane Towle
 Print Name and title if applicable

6/9/16
 Date



SECTION 2: PROPERTY OWNERSHIP

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

Yes

- There are no encumbrances.
- This land is encumbered by easements, rights of way, roads or other encumbrances.

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No

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- Water is to be diverted, conveyed, and/or used only on federal lands.

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List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

The legal descriptions are attached. Bruce and Sharon D. Towle own tax lot 1705080000100 (where water will be used), tax lot 1705080000300 (this tax lot is in between the point of diversion and where the water will be used) and tax lot 1705080000400 (tax lot where point of diversion is located).

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Fern Ridge Reservoir (Willamette River Basin) Tributary to: Willamette River
Reservoir Permit R-1625 (attached)

Source 2: _____ Tributary to: _____

Source 3: _____ Tributary to: _____

Source 4: _____ Tributary to: _____

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

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in item 3A above?

Yes.

- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

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

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

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

SECTION 4: WATER USE

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

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

SOURCE	USE	PERIOD OF USE	AMOUNT
Fern Ridge Reservoir (Willamette River Basin)	Irrigation	March 1 – October 31	122.975 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 49.19 Acres Supplemental: Acres

List the Permit or Certificate number of the underlying primary water right(s): R-1625

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 122.975 af

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

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

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Pump (give horsepower and type): 20 HP Cornell WH-2

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Other means (describe): _____

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Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Surface piping and fish screen installed into reservoir at the beginning of the irrigation season. Piping and fish screen are removed at the end of the irrigation season.

B. Application Method

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

High-pressure sprinkler

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

Water will be applied at agronomic rates to promote crop growth. The amount of water requested is based on the 19 out of 20-year maximum irrigation water requirement for filberts in the Willamette Valley of 32.28 inches as listed in Oregon Crop Water Use and Irrigation Requirements Extension Miscellaneous 8530 by the Oregon State University Extension Service. Water needs will be determined by methods listed in the United States Department of Agriculture Soil Conservation Service Part 623 National Engineering Handbook Chapter 2 Irrigation Water Requirements, or equivalents. Each point of appropriation will be equipped with a totalizing flow meter. Waste and other adverse impacts will be prevented by following the provisions of the Oregon Supplement to the National Engineering Handbook Part 652, Irrigation Guide and OR-IWM-W9.3 worksheet or equivalent.

SECTION 6: RESOURCE PROTECTION

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

Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: Diversion will use ODFW certified fish screen.

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: Excavation and clearing of the banks will not be necessary.

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: Water use is from a manmade reservoir constructed for irrigation and flood control. Intake will be subsurface and screened according to applicable regulations.

Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Water will be applied at agronomic rates to prevent runoff as described in section 5, above.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: point of diversion-existing

Date construction will be completed: completed

Date beneficial water use will begin: 6/15/2016

SECTION 8: WITHIN A DISTRICT

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

Irrigation District Name NA	Address NA	
City NA	State NA	Zip NA

SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application.
NA

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Land Use Information Form



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

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NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

Land Use Information Form



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

Applicant: Bruce Towle

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Mailing Address: 90536 Territorial Road

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Junction City, Oregon 97448 Daytime Phone: 541-935-4083

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A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
17S	R5W	8	SWNW	00100	E 40	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrig.
17S	R5W	8	SEnw	00100	E 40	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrig.
17S	R5W	8	NWSW	00100	E 40	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrig.
17S	R5W	8	NESW	00100	E 40	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrig.
17S	R5W	8	SESW	00400	E 40	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
17S	R5W	8	NESW	00300	E 40	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Lane County Oregon

B. Description of Proposed Use

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

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

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) _____

Estimated quantity of water needed: 122.975
 cubic feet per second
 gallons per minute
 acre-feet

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

Briefly describe: ✓

Water for irrigation of 49.19 acres of farm land.

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

See bottom of Page 3. →

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For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

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

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

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

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

16.212(3)(a) 'FARM USE'

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Name: ERIK FORSELL Title: PLANNER
 Signature: *Erik Forsell* Phone: 541 602 4054 Date: 6.6.16
 Government Entity: LANE COUNTY

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



Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

Date _____

(For staff use only)



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

**WE ARE RETURNING YOUR APPLICATION
FOLLOWING REASON(S):**

FOR THE

- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- SECTION 8: _____
- SECTION 9: _____

Land Use Information Form _____

Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

Fees _____

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MAP

SALEM, OR

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- Other _____

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ATTACHEMENTS

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Attachment for Section 2:
Property Ownership:
Legal Description of Properties

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Real Property Tax Lot Record

Lane County Assessment and Taxation
 Print Date: May 24, 2016



In preparation of these records, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, Lane County disclaims any responsibility for typographical errors and accuracy of this information. The information and data included on Lane County servers have been compiled by Lane County staff from a variety of sources, and are subject to change without notice to the User. Lane County makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

The legal descriptions contained herein are for tax lot purposes only.

Included in this report:

1. A listing of documents affecting ownership and/or property boundary changes.
2. The scanned tax lot record image and any legal description changes made since .

Map & Tax Lot 1705080000100	Current Parcel/Account	Current TCA
Status Active	0492411	02802
	1315694	02817
	1706090	02816

Document #	Type	Date	Effective Year	Tax Lot Acres
2014-001956	Bargain and Sale Deed	01/09/2014	2014	108.08
Comments:				
2013-027325	Bargain and Sale Deed	05/21/2013	2013	108.08
Comments:				
	Description Card			108.08
Comments:				

PARCEL RECORD - Cartographic Unit

1-315 694
492 411

Code Area	Township	Range	Section	1/4	1/4	Parcel Number	Type	Number	Formerly part of _____
	17	05	08	0	0	00100			

Map Number	Special Interest	History of Parcel		
Tax Lot Number		Exceptions/Additions	Date of Entry/ Acquisition	Deed Record Volume Page

11.221 OFFICIAL RECORD OF DESCRIPTIONS ON REAL PROPERTIES
 OFFICE OF COUNTY ASSESSOR, LAWRENCE, OREGON
 MAP NO. 17-05-8 TAX LOT NO. 100 SECTION 7-8 TOWNSHIP 17 S. RANGE 5W W.M.
 LOT NO. BLOCK NO. ADDITION CITY

new description	1987bs	1462	8724547	198.8
	1997bs	2267	9712263	

LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
	DATE OF ENTRY	DEED NUMBER	
<p>CANCELLED⁹¹</p> <p>1/2 DLC # 43 Except T.L. 6 Containing more or less</p> <p>Except: T.L. (3) 200 Cont. 1 acre Except part in Fern Ridge Reservoir Less 1.78 Ac. Territorial Rd</p> <p>CANCELLED⁹¹</p>	1941	R156/477	108.86
	1987	R1462/8724547*	108.08

Remarks				
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150-303-050 (3-87) not read as above, but is contained therein

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8724547

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10

After recording return to:

Norman J. LeCompte, Jr.
Herahner, Hunter, Moulton,
Andrews & Neill
180 E. 11th, P.O. Box 1475
Eugene, OR 97440

Until a change is requested,
mail all tax statements to:
Ben Inman
90067 Territorial Road
Junction City, OR 97448

997A091 16/10/97 REC 11.17
1168999

BARGAIN AND SALE DEED

RICHARD M. INMAN, Grantor, conveys to BEN W. INMAN, Grantee,
the real property described on the attached Exhibit A.

The true consideration for this conveyance is property of
like kind.

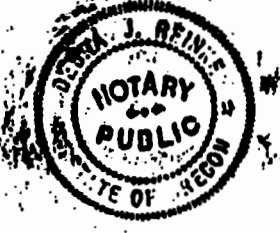
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED
IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

DATED this 5 day of June, 1987.

Richard M. Inman
Richard M. Inman

STATE OF OREGON)
County of Lane) ss. 997A091 16/10/87PND 10.01
1168999

The foregoing instrument was acknowledged before me this
5th day of June, 1987 by Richard M. Inman.



Debra J. Reine
Notary Public for Oregon
My Commission Expires: 4-2-91

BARGAIN AND SALE DEED

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JUN 20 2016

SALEM, OR

17-05-08-00-00100

8724547

EXHIBIT A

All of the Joel C. Inman Donation Land Claim No. 43, in Sections 7 and 8, Township 17 South, Range 5 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT the South one-half of said Joel C. Inman Donation Land Claim;

ALSO EXCEPT that portion of said Joel C. Inman Donation Land Claim described in deed to United States of America recorded May 2, 1941, in Book 212, page 541, Lane County Deed Records.

ALSO EXCEPT that portion described in deed to J. C. Zumwalt in trust, recorded September 30, 1889, in Book 24, page 339, Lane County Deed Records.

8724547

State of Oregon,
County of Lane—

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

10 JUN 21 11 23

1462R

Lane County OFFICIAL RECORDS
Lane County Clerk

[Signature]
Clerk Deputy

Card 2 of 2

JUN 20 2016

Real Property Tax Lot Record SALEM, OR

Lane County Assessment and Taxation
 Print Date: May 24, 2016



In preparation of these records, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, Lane County disclaims any responsibility for typographical errors and accuracy of this information. The information and data included on Lane County servers have been compiled by Lane County staff from a variety of sources, and are subject to change without notice to the User. Lane County makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

The legal descriptions contained herein are for tax lot purposes only.

Included in this report:

1. A listing of documents affecting ownership and/or property boundary changes.
2. The scanned tax lot record image and any legal description changes made since .

Map & Tax Lot 1705080000300	Current Parcel/Account	Current TCA
Status Active	0492437	02817

Document #	Type	Date	Effective Year	Tax Lot Acres
2014-014057	Bargain and Sale Deed	04/07/2014	2014	34.20

Comments:

2013-027326	Bargain and Sale Deed	05/20/2013	2013	34.20
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Comments:

	Description Card			34.20
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Comments:

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

17.05.08.

#14222

17 05 08

OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON

300

YEAR	TAX LOT	SECTION	TOWNSHIP	RANGE E. OR W.	W. M.	DEED RECORD		ACRES REMAINING
	No.					VOL.	PAGE	
	4 of 8	7-8	17	5				
1941							600	2.68 acre
								34.20
1968							R375/ 10111	34.20
							R2267/9712264	

N 1/2 S 1/2 claim #43 Except part of Tax lot 10 of Sec. 7 ALSO: except the land described in Vol. 211 page 553 of Lane County Deed Records Lane County Oregon.

Containing more or less

Total remaining land
Exc. T.L. 4 of Sec 7
Exc. Part in Fern Ridge Res.

All that portion of the N 1/2 of S 1/2 of J. C. Inman DLC #43, lying East of the E'ly r/w ln. of Territorial Rd. and lying West of the 377 ft. contour ln. of Fern Ridge Lake as estab. by US Coast and Geodetic Sur. datum, in T17S., R5W., WM., LCO.
Cont. m/1

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SALEM, OR

SW

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON

YEAR	TAX LOT	SECTION	TOWNSHIP	S.	RANGE E. OR W.	W. M.	DEED RECORD		ACRES REMAINING
	No.						VOL.	PAGE	
	BEARING	DISTANCE	BEARING REFERENCE OR LEGAL SUBDIVISION						

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SALEM, OR

Real Property Tax Lot Record

Lane County Assessment and Taxation
Print Date: May 24, 2016



In preparation of these records, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, Lane County disclaims any responsibility for typographical errors and accuracy of this information. The information and data included on Lane County servers have been compiled by Lane County staff from a variety of sources, and are subject to change without notice to the User. Lane County makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

The legal descriptions contained herein are for tax lot purposes only.

Included in this report:

1. A listing of documents affecting ownership and/or property boundary changes.
2. The scanned tax lot record image and any legal description changes made since .

Map & Tax Lot 1705080000400	Current Parcel/Account	Current TCA
Status Active	0492445	02817

Document #	Type	Date	Effective Year	Tax Lot Acres
2014-014057	Bargain and Sale Deed	04/07/2014	2014	34.12

Comments:

2013-027326	Bargain and Sale Deed	05/20/2013	2013	34.12
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Comments:

Description Card				34.12
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Comments:

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SALEM, OR

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~~9205~~

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES 17-05-08
17 05 08 OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON 400

YEAR	TAX LOT	SECTION	TOWNSHIP	RANGE E.	OR W.	W. M.	DEED RECORD		ACRES REMAINING
	No. 5 of 8						7 & 8	17	

YEAR	BEARING	DISTANCE	BEARING REFERENCE OR LEGAL SUBDIVISION	DEED RECORD VOL.	DEED RECORD PAGE	ACRES REMAINING	
1941			Parcel of land being all that portion of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the Joel C. Inman D.L.C. #43 lying E'ly of the center line of county road, known as Territorial Road and being and lying above the 377 foot contour line U.S. Coast and Geodetic Survey datum; the portion of said S $\frac{1}{2}$ of the S $\frac{1}{2}$ of said D.L.C. having been heretofore conveyed by that certain deed to the United States of America, and recorded in Book 206, Page 40, Lane County Record of Deeds, containing <i>Less .48 ac Territorial Rd.</i> <i>Ben W. & Thelma Inman</i>				
1942					212	120	
1954					R-19	5996	
<i>1997/69</i>						34.6	
						<i>34.12</i>	

R2267/97/2262

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lee

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR, LANE COUNTY, OREGON

YEAR	TAX LOT	SECTION	TOWNSHIP	S.	RANGE E.	OR W.	W. M.	DEED RECORD		ACRES REMAINING
	NO.							VOL.	PAGE	
	BEARING	DISTANCE	BEARING REFERENCE OR LEGAL SUBDIVISION							

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Attachment for Section 3:
Source of Water:
Reservoir Permit: R-1625

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SALEM, OR

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

THIS CERTIFICATE ISSUED TO

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

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

The right to store these waters was perfected under Reservoir Permit R-1625. The date of priority is AUGUST 16, 1954. The amount of water entitled to be stored each year under this right is NOT MORE THAN 835,000 acre-feet; BEING 30,000 AF from COAST FORK WILLAMETTE RIVER in COTTAGE GROVE RESERVOIR; 70,000 AF from ROW RIVER in DORENA RESERVOIR; 95,000 AF from LONG TOM RIVER in FERN RIDGE RESERVOIR; 340,000 AF from MIDDLE FORK WILLAMETTE RIVER in LOOKOUT POINT RESERVOIR; 300,000 AF from NORTH SANTIAM RIVER in DETROIT RESERVOIR TO BE APPROPRIATED UNDER SECONDARY APPLICATIONS HEREINAFTER TO BE FILED FOR IRRIGATION, PROVIDED THAT ALL SECONDARY APPLICATIONS SHALL BE ACCOMPANIED BY A COPY OF THE CONTRACT BETWEEN THE APPLICANT AND THE BUREAU OF RECLAMATION FOR THE PURCHASE OF THE STORED WATERS.

The reservoirs are located as follows:

COTTAGE GROVE RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 27, 28, 29, 32, AND 33
TOWNSHIP 21 SOUTH, RANGE 3 WEST, W.M.

SECTIONS 4, 5, AND 8
TOWNSHIP 22 SOUTH, RANGE 3 WEST, W.M.

DORENA RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 32, 33, AND 34
TOWNSHIP 20 SOUTH, RANGE 2 WEST, W.M.

SECTIONS 2, 3, 4, 5, 10, 11, 13, AND 14
TOWNSHIP 21 SOUTH, RANGE 2 WEST, W.M.

SEE NEXT PAGE

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FERN RIDGE RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 3, 4, 5, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22,
23, 26, 27, 28, 29, 30, 32, 33, AND 34
TOWNSHIP 17 SOUTH, RANGE 5 WEST, W.M.

LOOKOUT POINT RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 13 AND 24
TOWNSHIP 19 SOUTH, RANGE 1 WEST, W.M.

SECTIONS 18, 19, 20, 21, 27, 28, 29, 30, 33, 34, AND 35
TOWNSHIP 19 SOUTH, RANGE 1 EAST, W.M.

SECTIONS 1, 2, 3, 4, 10, 11, AND 12
TOWNSHIP 20 SOUTH, RANGE 1 EAST, W.M.

SECTIONS 7, 17, 18, 19, 20, 21, 27, AND 28
TOWNSHIP 20 SOUTH, RANGE 2 EAST, W.M.

DETROIT RESERVOIR

WITHIN PORTIONS OF THE FOLLOWING:

SECTIONS 35 AND 36
TOWNSHIP 9 SOUTH, RANGE 5 EAST, W.M.

SECTION 24
TOWNSHIP 10 SOUTH, RANGE 4 EAST, W.M.

SECTIONS 1, 2, 3, 7, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22,
27, AND 28
TOWNSHIP 10 SOUTH, RANGE 5 EAST, W.M.

SECTIONS 7, 17, AND 18
TOWNSHIP 10 SOUTH, RANGE 6 EAST, W.M.

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

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

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

S Steven P. Applegate
Martha O. Pagel

Recorded in State Record of Water Right Certificates numbered 72755.

R-29397.GJT

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Attachment for Section 3:
Application to use Stored Water:
Water Service Contract to use Water for
Irrigation

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SALEM, OR

S-88247



United States Department of the Interior

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

IN REPLY REFER TO:
PN-3324
WTR-4.00

APR 22 2016

Bruce and Sharon Diane Towle
Attn: Dwayne Bush
90536 Territorial HWY
Junction City, OR 97448

Subject: Water Service Contract No. 169E101892, Willamette River Basin Project, Oregon

Dear Mr. Bush:

Enclosed for your records is a fully executed original of Contract No. 169E101892. The contract provides Bruce and Sharon Diane Towle with irrigation use of up to 122.975 acre-feet of stored water from the Willamette River Basin Project for use on a total of 49.19 acres beginning with the 2016 irrigation season.

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

Sincerely,

Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division
Oregon Water Resources Dept.
725 Summer Street NE, Suite A
Salem, OR 97301-1271

Bruce and Sharon D. Towle
33004 NE 94th Street
Camas, WA 98607
(w/copy of contract to each)

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SALEM, OR

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

Contents

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SALEM, OR

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 22 day of April, 2016, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Bruce and/or Sharon Diane Towle**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

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

3. WHEREAS, Reclamtion has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, 2016-CCAO-20C, approved on March 8, 2016.

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

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

LANDS FOR WHICH WATER IS DIVERTED: LIMITATIONS ON RELEASES

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

- 3.40 acres, SW1/4 NW1/4, Section 8, T. 17 S., R. 5 W., W.M.
- 15.05 acres, SE1/4 NW1/4, Section 8, T. 17 S., R. 5 W., W.M.
- 15.67 acres, NW1/4 SW1/4, Section 8, T. 17 S., R. 5 W., W.M.
- 15.07 acres, NE1/4 SW1/4, Section 8, T. 17 S., R. 5 W., W.M.

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Of the land described, not more than 49.19 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 122.975 acre-feet of stored water annually, measured at the point of delivery of said water.

PAYMENTS FOR WATER

6. (a) An annual payment of \$983.80 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$983.80 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 122.975 acre-feet of stored water for irrigation of the lands described above. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State

of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by **December 1** of that year.

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

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

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

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(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 17 of this contract.

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CONTRACT ADMINISTRATION FEES

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

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

RELEASE OF WATER

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

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

920 feet north and 1,880 feet east of southwest corner of Section 8,
T. 17 S., R. 5 W., W.M.

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

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

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Periodic Review of Water Deliveries with Respect to Contract Terms* (WTR P08), and Reclamation Manual Directives and Standards, *Periodic District Reviews of Water Deliveries with Respect to Contract Terms – Processing for Resolving Unauthorized Use* (WTR 08-01).

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CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

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

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

SPECIAL CONDITIONS

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11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer. The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA).

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease when stored water is made available to the lands described in Article 5 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

(c) In the interests of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years or when requested in writing by either the U.S. Fish and Wildlife Service or the National Marine Fisheries Service (NMFS), this contract

shall be reviewed by the Contracting Officer. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified or the contract terminated as determined by the Contracting Officer, to avoid or minimize impacts to species and/or critical habitat that are proposed, listed, or designated under the ESA, or to other valuable natural resources. Any termination of or modification to the contract by the Contracting Officer shall be announced by written notice to the Contractor.

(d) As a result of barriers to fish passage on the Long Tom River, the Contractor is exempt from current requirements for National Marine Fisheries Service (NMFS) compliant fish screens at the point of diversion described above. However, if in the future the subject barriers are removed, the Contractor shall have NMFS compliant fish screen(s) and/or fish passage structure(s), approved by NMFS or its designee, installed, operated, and maintained in good operating condition by and at the expense of the Contractor, which shall remain at all times available for inspection by the United States and the State of Oregon, whose representatives may at all times have access to them over any lands of the Contractor.

TERM OF CONTRACT

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

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TERMINATION OF CONTRACT

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

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

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

HOLD HARMLESS AND INDEMNIFICATION

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

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TITLE TO PROJECT WORKS

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

DISCLAIMER

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

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

NOTICES

17. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Dwayne Bush, 90536 Territorial Hwy, Junction City, OR 97448. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

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GENERAL PROVISIONS

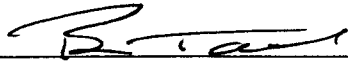
18. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

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

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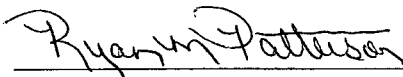
IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

CONTRACTOR

By: 
Bruce Towle

By: 
Sharon Diane Towle

UNITED STATES OF AMERICA

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

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STATE OF Washington
County of Clark) : SS

On this 31st day of March, 2016, before me, a notary public, personally appeared BRUCE TOWLE and SHARON DIANE TOWLE, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are the legal owners of the property for which a water supply is to be provided under the contract and have executed this contract as their free and voluntary act and deed.

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

(SEAL) **GINA FINSTAD
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 06, 2017**

A. Justel
Notary Public in and for the
State of Washington
Residing at: Vancouver
My commission expires: 9-6-17

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STATE OF IDAHO)
County of Ada) : SS

On this 22 day of April, 2016, personally appeared before me Ryan M. Patterson, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)

**SUSAN HICKMAN
NOTARY PUBLIC
STATE OF IDAHO**

Susan Hickman
Notary Public in and for the
State of IDAHO
Residing at: Meridian
My commission expires: 1-7-2022

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Exhibit A

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GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT

CHARGES FOR DELINQUENT PAYMENTS

(a). (1) The Contractor shall subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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

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

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

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CHANGES IN CONTRACTOR'S ORGANIZATION

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

WATER CONSERVATION

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

PRIVACY ACT COMPLIANCE

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

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

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

(o). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 17 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

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