

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

Water-Use Permit Application Processing

1. Completeness Determination

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.our). 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 \$260. 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 \$410.00 for the applicant and \$810.00 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

Attachments:

-
- Land Use Information Form with approval and signature of local planning department(*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: \$ 1,980
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: None

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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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

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

Organization Information

NAME PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY		PHONE (503) 868 7157	FAX
ADDRESS 14395 SE WALLACE RD,			CELL
CITY DAYTON	STATE OR	ZIP 97114	E-MAIL *

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

AGENT / BUSINESS NAME MALIA R. KUPILLAS		PHONE (503) 632-5016	FAX (503) 632-5983
ADDRESS 18487 S. VALLEY VISTA ROAD			CELL (503) 632-5983
CITY MULINO	STATE OR	ZIP 97042	E-MAIL * PHG@BTONLINE.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 have not provided my social security number in any of the materials submitted to the Department.



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

Jeff Dauenhauer
Applicant Signature

Jeff Dauenhauer
Print Name and title if applicable

8-16-17
Date
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Date

Applicant Signature

Print Name and title if applicable

App. No. S-88454

For Department Use
Permit No. _____ Date _____

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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.

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.

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

TL 4 3 30 400

KCK Farms c/o Kevin Coleman
11483 SE Amity-Dayton Highway
Dayton, OR 97114
(503) 209-7297

TL 4 3 30 900

Brooks Partnership
PO Box 805
McMinnville, OR 97128

TL 4 3 30 1000

Ronald E. and Tona Miller
PO Box 743
Dayton, OR 97114

TL 4 3 30 1100

Timothy Kreder
11700 SE Amity-Dayton Hwy
Dayton, OR 97114

TL 4 3 29 1300

Kelly Kreder
7920 SE Webfoot Road
Dayton, OR 97114

TL 4 3 29 300

Wilson Farms of Dayton Inc.
10135 SE Wallace Road
Dayton, OR 97114

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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.

SECTION 3: SOURCE OF WATER (Revised 10/11/2017, MRK)

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: Stored Water

Tributary to: Willamette River

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.) **This water right will be covered by a future contract with BOR. A copy of the Contract Data sheet will be submitted to OWRD when the application process is started with BOR.**

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
POD	Irrigation	March 1 through October 31	213 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af

S-82454 10-11-2017

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: Stored Water

Tributary to: Willamette River

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.) **This water right will be covered by an existing contract with BOR that is attached.**

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
POD	Irrigation	March 1 through October 31	213 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af

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For irrigation use only:

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

Primary: 85.0 Acres Supplemental: _____ Acres

If supplemental Acres is listed, provide the Permit or Certificate number of the underlying primary water right(s):

NA

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 213 AF

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

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

Pump (give horsepower and type):

North Pump - centrifugal
125 Hp

Center Pump - centrifugal
300 Hp

South Pump - centrifugal
125 Hp

Other means (describe): _____

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

Water is released from the BOR reservoirs into the Willamette River and flows to the existing diversion point for Palmer Creek Water District Improvement Company. The water is diverted from the Willamette River through an Oregon Department of Fish and Wildlife approved fish screen using one or a combination of three centrifugal pumps at river mile 73.5. Pump 1 is 125 Hp, Pump 2 is 300 Hp, and Pump 3 is 125 Hp. Water is delivered through 1,400 feet of 30 inch concrete pipe that follows Wallace road until it goes under the road. After crossing the road, water flows through a 3 mile long unlined canal distribution system to Palmer Creek. Water then flows in Palmer Creek to the point where it is diverted and applied to the land covered by this application. Palmer Creek continues to flow north where it then flows into the Yamhill River at river mile 5 near Dayton.

B. Application Method

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

Water will be pumped from Palmer Creek using a 50 Hp centrifugal pump. The water will be conveyed through existing pipe line to the new place of use. We will also use the existing road on a neighbor's property as a bulge in the system. Water will be applied to the land using impact sprinklers or hard hose traveler.

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C. Conservation

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

Irrigation will be done using the best management practices to prevent waste. A flow meter will be installed to measure the amount of water used.

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: Existing intake screen with grating that has 3/4 inch openings.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: Existing concrete structure with 1.5 : 1.0 slope in the river bank.
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: Existing will not need
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Existing structures are designed to prevent erosion and run-off of chemical products.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: Within three years after the permit is issued

Date construction will be completed: Within five years after the permit is issued

Date beneficial water use will begin: Within five years after the permit has been issued

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 PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY		Address 14395 SE WALLACE RD	
City DAYTON		State OR	Zip 97114

SECTION 9: REMARKS

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

None

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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

Applicant: Palmer Creek Water District Improvement Company

Mailing Address: 14395 SE Wallace Rd, Dayton, OR 97114

Dayton OR 97114
 City State Zip

Daytime Phone: 503 864-9422

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:
4S	3W	30		400	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	IR
4S	3W	29		1300	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	IR
4S	3W	30		1100	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	IR
4S	3W	30		1000	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	IR
4S	3W	30		900	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	IR
4S	3W	29		300	EF-80	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	IR

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

Yamhill County

B. Description of Proposed Use

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

- Permit to Use or Store Water Water Right Transfer Permit Amendment or 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) Willamette River

Estimated quantity of water needed: 2.13 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:

New Surface Water Right application to use BOR stored water within Palmer Creek Water District Improvement Company's area.

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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.

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): Section 402 of the Yamhill County Zoning Ordinance
- 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.

No developments or construction w/in Floodplain Hazard Overlay District without submittal & approval of a Floodplain Development Application

Name: Lance Woods Title: ASSOCIATE PLANNER
 Signature: Phone: 503 434 7316 Date: 4/14/2017
 Government Entity: YAMHILL COUNTY PLANNING & DEVELOPMENT

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: AUG 31 2017

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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 FOR THE FOLLOWING REASON(S):

- 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 _____

MAP

- 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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MAIL TAX STATEMENTS TO:
No change

AFTER RECORDING RETURN TO:
Saalfeld Griggs PC
Andrew R. Salgado
PO Box 470
Salem, OR 97308

UTILITY AND WATER LINE EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into on Sept 16, 2016, by and between Brooks Partnership, an Oregon general partnership ("**Grantor**"), and KCK Partners, LLC, an Oregon limited liability company ("**Grantee**").

RECITALS:

- A. Grantor is the owner of that certain real property located in Yamhill County Assessor's Map No. Township 4 South, Range 3 West, Section 30, Tax Lot 900 and is further described in **Exhibit A**, attached hereto and incorporated by reference herein (the "**Property A**");
- B. Grantee is the owner of that certain real property located in Yamhill County Assessor's Map No. Township 4 South, Range 3 West, Section 30, Tax Lot 400 and is further described in **Exhibit B**, attached hereto and incorporated by reference herein (the "**Property B**");
- C. Grantor at its own expense has installed a water pipeline and pump from its' Palmer Creek point of diversion to the southern portion of Property A for agricultural purposes (collectively the "**Water Pipeline**"); and
- D. Grantor and Grantee (collectively the "**Parties**" and individually a "**Party**") desire to create a utility and water line easement that will allow the owners of Property B to access and use the Water Pipeline on Property A, lay underground utilities from SE Lafayette Highway to Property B and to provide for the future use of said easement.

AGREEMENT:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Grant of Easement

For good and valuable consideration other than money, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants a perpetual, nonexclusive easement twenty (20) foot wide along the southern portion of Property A and running from Property B to SE Lafayette Highway, save

UTILITY AND WATER LINE EASEMENT AGREEMENT (BROOKS PARTNERSHIP/KCK PARTNERS)
26809 7/22/2016 ARMS/ARS:hst

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and except the ground embraced by the pond on Property A, for the purpose of the installation of underground utilities, ("**Utility Easement**"). Additionally, Grantor hereby grants Grantee access to and use of the Water Pipeline located on Property A ("**Water Line Easement**"). Collectively, the ground embraced by the Utility Easement and the Water Line Easement shall be referred to herein as the "**Easement Area.**" The Utility and Water Line Easement is described in the attached *Exhibit C* and the Easement Area is depicted in the attached *Exhibit D.*

2. Appurtenant

This Agreement shall be appurtenant to Property B, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of the parties' heirs, successors and assigns.

3. Scope of Easement

In addition to Grantee's use of and access over the Easement Area, the Utility and Water Line Easement shall include the right, privilege and authority of the owners of the Property B, and their agents, independent contractors and invitees, and any successors to enter upon the Easement Area and install and maintain underground public and private utilities.

4. Real Property Taxes

Each owner of property described herein shall pay any and all real property taxes assessed to that owner's parcel without apportionment thereof relating to this Agreement.

5. Maintenance and Repair of Utility Easement

The cost of maintaining, repairing and improving the Utility Easement shall be borne exclusively by Grantee. If Grantee installs underground utilities in or on the Easement Area then Grantee shall pay any and all costs associated with the construction and installation of those underground utilities and shall be solely responsible for all costs in returning the Easement Area to its original condition.

6. Maintenance Water Line

The cost of maintaining, repairing and improving the Water Pipeline and the Water Pipeline Easement shall be equally split between Grantor and Grantee.

7. Costs and Usage of the Water Line

Prior to Grantee's use of any water from the Water Pipeline, Grantor shall install a water meter to measure Grantee's use of water from the Water Pipeline and Grantee agrees to pay any and all costs including but not limited to the electrical costs associated with Grantee's proportional use of the Water Pipeline. Grantor shall take a reading of the water meter annually and submit to Grantee a bill for Grantee's proportional usage costs. Upon submission of such bill Grantee shall pay to Grantor the amount stated upon the bill within Ten (10) business days.

Grantor's right to use water from the Water Pipeline is superior to any rights granted to Grantee under this Agreement. If the total flow of water from the Water Pipeline is insufficient to irrigate Property A or for use in Grantor's nursery operation, then Grantee shall temporarily cease all use of the Water Pipeline until such time as the total flow of water is sufficient to irrigate Property A.

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8. Duration

This Easement shall continue in perpetuity.

9. Default

Should Grantee fail to do anything as required by this Agreement or that certain Farm Lease by and between Grantor as Tenant and Grantee as Landlord dated Sept 16, 2016, Grantee may terminate this Agreement by giving Grantee notice in writing specifying Grantee's default. If Grantee shall not cure that default within 30 (thirty) days, this Agreement shall automatically be terminated. In the event any default cannot be cured within thirty (30) days, Grantee shall not be deemed to be in default if Grantee commences curative action in good faith and with reasonable diligence. Upon termination of this Agreement, Grantee agrees to execute any and all documents necessary to remove this Agreement from the public record.

10. Attorneys' Fees and Costs of Arbitration

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, the prevailing Party shall recover from the losing Party reasonable attorneys' fees, together with all expenses, which may reasonably be incurred in taking such action, including, but not limited to costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection costs. If any appeal is taken from any judgment or decree of the trial or bankruptcy court, the losing Party shall pay the prevailing Party in the appeal its reasonable attorneys' fees and costs in such appeal. Said sums shall be in addition to all other sums provided by law.

11. Indemnity

Grantee shall indemnify and hold Grantor harmless from any and all claims of every nature which may rise from injury to person or property arising from the use of the Easement Area.

12. Time of Essence

Time is of the essence of the performance of each of the obligations under this Agreement.

13. Governing Law and Venue

The Parties hereby submit to jurisdiction in Yamhill County, Oregon and agree that any and all disputes arising out of or related to this Agreement shall be arbitrated exclusively in Yamhill County, Oregon and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such arbitration, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for arbitration in Yamhill County, Oregon.

14. Rule of Construction

Any rule of construction interpreting a document against its drafter shall be inapplicable.

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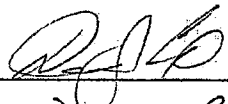
15. Counterparts

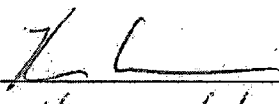
This Agreement may be executed simultaneously in one or more counterparts, and each such counterpart hereof shall be deemed an original instrument, and all of which together shall constitute but one agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date first above written.

GRANTOR:
Brooks Partnership

GRANTEE:
KCK Partners, LLC

By: 
Name: Devin J. Cox
Its: member

By: 
Name: Kevin Coleman
Its: member

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State of Oregon)
County of Yamhill) ss.

On this 16 day of Sept, 2016, personally appeared Darin J. Cox a member for Brooks Partnership, an Oregon general partnership, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

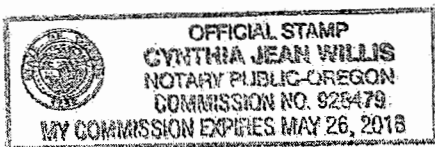


Cynthia Jean Willis
Notary Public for Darin J. Cox
My Commission Expires: May 26 2018

State of Oregon)
County of Yamhill) ss.

On this 16 day of Sept, 2016, personally appeared Kevin Coleman member on behalf of KCK Partners, LLC, an Oregon limited liability company and acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:



Cynthia Jean Willis
Notary Public for Kevin Coleman
My Commission Expires: May 26 2018

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EXHIBIT A

Legal Description of Property A

Situated in Yamhill County, State of Oregon, a part of the Thomas L. Turner Donation Land Claim No. 55 in Section 30, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, bounded as follows:

Beginning at the intersection of the center line of the County Road and the North boundary line of the Thomas L. Turner Donation Land Claim No. 55, which is 34.46 chains South 89 degrees West from the Northeast corner of said Claim; thence South 89 degrees west along the North line of said Claim, 10.14 chains, more or less, to the Northwest corner of that tract conveyed to A.W. Ediger and Helen Ediger by Deed recorded June 19, 1945 in Book 128, Page 136, Deed Records for Yamhill County, Oregon; thence south along the west line of said Ediger tract, 25.57 chains to the Southwest corner of said tract; thence North 89 degrees East, 12.15 chains to the center line of said County Road; thence North 4 degrees 30' West along the center line of said County Road, 25.65 chains to the point of beginning.

SAVE AND EXCEPTING that certain tract in the Northeast corner conveyed to Yamhill County for roadway purposes and recorded in Book 94, Page 319, Deed Records for Yamhill County, Oregon.

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EXHIBIT B

Legal Description of Property B

PARCEL 2: Being a part of the Donation Land Claim of Thomas L. Turner and wife, Notification No. 1028, Claims Numbered 55 and 62, Section 30, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

Beginning at a stake in the center of the County Road leading from Dayton, Oregon to Dallas, Oregon, which said stake and point of beginning is at the Northwest corner of lands known as the "Gowdy" lands, said point beginning bearing North 89° East 34.17 chains from the Northwest corner of the original Donation Land Claim of said Thomas L. Turner and wife, in Yamhill County, Oregon; thence running North 89° East 28.28 chains to a stake in line and the Northeast corner of this tract of land known as the "Gowdy" lands; also Northwest corner of tract of land known as the "M. Swick" land; thence South 25.57 chains to stake; thence South 89° West 38.56 chains to stake in center of County Road; thence North 20° East 27.57 chains to the point of beginning.

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EXHIBIT C

Approximate Legal Description of Easement Area

The Southerly most twenty feet of the following described property, save and except the ground embraced by the pond on Property A:

Situated in Yamhill County, State of Oregon, a part of the Thomas L. Turner Donation Land Claim No. 55 in Section 30, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, bounded as follows:

Beginning at the intersection of the center line of the County Road and the North boundary line of the Thomas L. Turner Donation Land Claim No. 55, which is 34.46 chains South 89 degrees West from the Northeast corner of said Claim; thence South 89 degrees west along the North line of said Claim, 10.14 chains, more or less, to the Northwest corner of that tract conveyed to A.W. Ediger and Helen Ediger by Deed recorded June 19, 1945 in Book 128, Page 136, Deed Records for Yamhill County, Oregon; thence south along the west line of said Ediger tract, 25.57 chains to the Southwest corner of said tract; thence North 89 degrees East, 12.15 chains to the center line of said County Road; thence North 4 degrees 30' West along the center line of said County Road, 25.65 chains to the point of beginning.

SAVE AND EXCEPTING that certain tract in the Northeast corner conveyed to Yamhill County for roadway purposes and recorded in Book 94, Page 319, Deed Records for Yamhill County, Oregon.

Also, the 5 feet surrounding the outer boundary of the pond on Property A.

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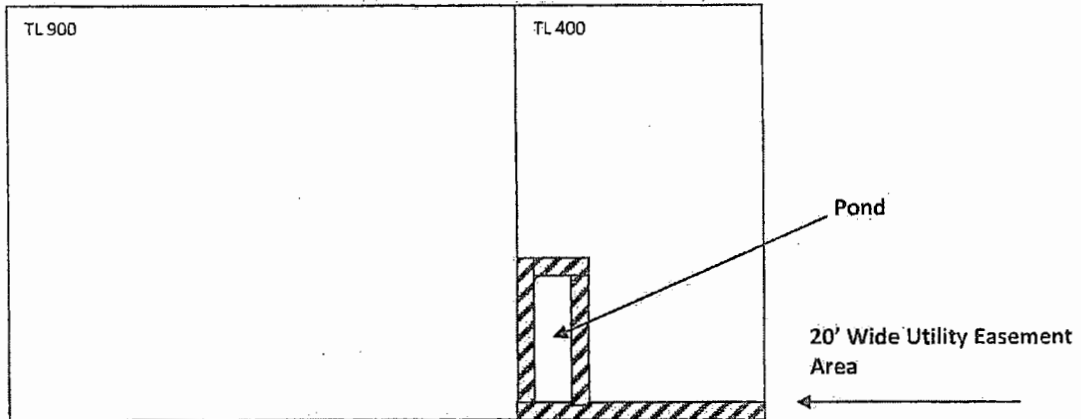
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EXHIBIT D
Depiction of Utility Easement Area

20' Wide Utility Easement Area



UTILITY AND WATER LINE EASEMENT AGREEMENT (BROOKS PARTNERSHIP/KCK PARTNERS)
26809 7/22/2016 AMS/ARshst

4841-4894-3922, v. 12

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KCK Farms LLC
 Kevin Coleman
 11483 SE Amity-Dayton Hwy.
 Dayton, OR 97114

Member account no.		
Certificate no.	131	
Total acres in PCWD	181.9	
PCWD inclusion no.	39	46.06 acres
PCWD priority date	1-18-67	
WRD Permit no.	32243	
PCWD inclusion no.	56	48.86 acres
WRD permit no.	34436	
PCWD priority date	10-10-68	
Record reconcile adj	56	1.98 acres
Approved 3-9-99		
WRD permit no.	34436	
PCWD priority date	10-10-68	
PCWD inclusion no.	128	85.00 acres
WRD permit no.		To be applied for
PCWD priority date		08-20-2015
Total acres included in PCWD		181.9 acres

WRD Per. No. 32243	Inclusion no. 39	46.06 acres
Primary	Supplemental	Acres within: Section 29 Township 5 South- Range 3 West
15.0	Acres	NE ¼ of SW ¼ Within Kirkwood DLC 64
16.4	Acres	SE ¼ of SW ¼ Within Kirkwood DLC 64
7.8	Acres	NW ¼ of SE ¼ Within Kirkwood DLC 64
4.8	Acres	SW ¼ of SE ¼ Within Kirkwood DLC 64
45.0	0.0	
44.00 Total acres in this inclusion as determined by WRD in final proof survey		

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United States Department of the Interior



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

IN REPLY REFER TO:

PN-3324
WTR-4.00

Final / signed

SEP - 9 2010

Mr. Allan Elliott
Palmer Creek Water District
Improvement Company
P.O. Box 152
Dayton, OR 97114

Subject: Water Service Contract No. 119E101760, Willamette River Basin Project, Oregon

Dear Mr. Elliott:

Enclosed for your records is a fully executed original of the subject contract, which provides irrigation use of up to 12,250 acre-feet of stored water from the Willamette River Basin Project beginning with the 2011 irrigation season.

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

Thank you for signing and returning the subject contract. If you have any questions, please contact Mr. Bill Parks, Economist, at the above address or by telephone at 208-378-5344.

Sincerely,

Karl E. Wirkus
Regional Director

Enclosure

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

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 9th day of September, 2011, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Palmer Creek Water District Improvement Company**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

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

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

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

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

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

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RELEASE OF WATER

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

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

690 feet South and 110 feet West from the Northeast corner of DLC
58, NW ¼ SW ¼, Section 4, T. 6 S., R. 3 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.

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

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

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HOLD HARMLESS AND INDEMNIFICATION

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

DISCLAIMER

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

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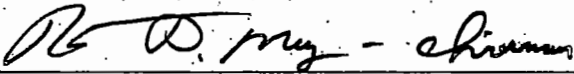
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IN WITNESS WHEREOF, the parties hereto have signed their names the day and
year first above written.

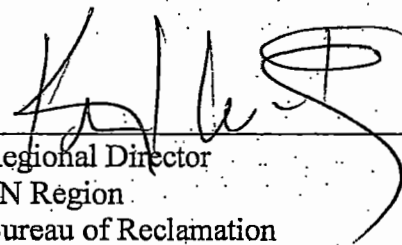
TIN: 93-0572742

PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY

By: 
Signature and Title

Attest:
By: F. Alla-Elliott Board Member
Signature and Title

UNITED STATES OF AMERICA

By: 
Regional Director
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

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GENERAL PROVISIONS -- WILLAMETTE BASIN PROJECT

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

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

CONFIRMATION OF CONTRACT

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION

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

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

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

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

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Place of Use

			SENW
			NWNE
			NENE
			SWNE
			SENE
			NWSW
			NESW
			SWSW
			SESW
			NWSE
			NESE
			SWSE
			SESE
4S	3W	32	NWNW
			NENW
			SWNW
			SENW
			NWNE
			NENE
			SWNE
			SENE
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			SWSW
			SESW
			NWSE
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4S	3W	33	NWNW
			NENW
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			NWSW
			NESW
			SWSW
			SESW
			NWSE
			NESE
			SWSE
			SESE
5S	3W	4	NWNW
			NENW
			SWNW
			SENW
			NWNE
			NENE
			SWNE

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Place of Use

			SENW
			NWNE
			NENE
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			NESW
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			NESE
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5S	3W	21	NWNW
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			NESE
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			SENW
			NWNE
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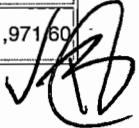


Oregon Water Resources Department
Permit to Appropriate Only Stored Water – Expedited Secondary

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

Today's Date: Thursday, August 31, 2017

Base Application Fee.		\$520.00
Acre feet of Stored Water to be diverted.	213	\$931.60
Permit Recording Fee. ***		\$520.00
*** 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.	Recalculate	
Estimated cost of Permit Application		\$1,971.60



OWRD Fee Schedule

Fee Calculator Version: B20170117