



October 30, 2018  
10279.006

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

Subject: **Surface Water Application**  
**Palmer Creek Water District Improvement Company**  
**Yamhill County, Oregon**

**Attention: Water Rights Section**

On behalf of Palmer Creek Water District Improvement Company, we have prepared the enclosed Surface Water Application. The source of water is stored water from the Bureau of Reclamation (BOR) Willamette Reservoir Projects. The proposed BOR contract is included in the application, when the finalized contract is issued it will be submitted to Water Resources Department.

If you have any questions or comments please contact us at (503) 768-5121.

Sincerely,  
*EnviroLogic Resources, Inc.*

Nancy East-Smith, RG, CWRE  
Senior Project Geologist

Thomas J. Calabrese, RG, CWRE  
Principal Hydrogeologist

Enclosure: Surface Water Application

# Application for a Permit to Use Surface Water



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

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant

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

### Organization

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 * PCWDIC@GMAIL.COM

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

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

Note: Attach multiple copies as needed

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

### By my signature below I confirm that I understand:

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

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

  
Applicant Signature

Robert D. May - President 11-6-18  
Print Name and Title if applicable Date



Applicant Signature

Print Name and Title if applicable

Date

**SECTION 2: PROPERTY OWNERSHIP**

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

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

**Affected Landowners:** List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

**See Attachment A**

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

**See Attachment B**

**SECTION 3: SOURCE OF WATER**

**A. Proposed Source of Water**

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

Source 1: Bureau of Reclamation Willamette Reservoir Project	Tributary to: Willamette River
TRSQQ of POD: See certificates in Attachment C	
Source 2:	Tributary to:
TRSQQ of POD:	

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

91586 and 72756

**B. Applications to Use Stored Water**

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

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

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

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

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

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

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

#### **Not Applicable – Stored BOR Water is Source**

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

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

[https://apps.wrd.state.or.us/apps/misc/lkp\\_trsqq\\_features/](https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/)

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0801.

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

Is the POD located in an area where the Upper Columbia Rules apply? **Not Applicable – Stored BOR Water is Source**

- Yes  No

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

**If yes,**

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.



- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

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

Is the POD located in an area where the Lower Columbia rules apply? **Not Applicable – Stored BOR Water is Source**

Yes  No

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

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

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

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

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

**Statewide - OAR 690-033-0330 thru -0340**

Is the POD located in an area where the Statewide rules apply? **Not Applicable – Stored BOR Water is Source**

Yes  No

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

**SECTION 5: WATER USE**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):  
*(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)*

SOURCE	USE	PERIOD OF USE	AMOUNT
BOR Stored Water	Irrigation	March 1 to Oct 31	<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af 761
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

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

Primary: 254.6 Acres Supplemental: 49.8 Acres

If Supplemental Acres are listed, provide the Permit or Certificate number of the underlying primary water right(s): 91784, 22033, 22293, 34205 See Attachment E

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 761

- 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 6: WATER MANAGEMENT**

**A. Diversion and Conveyance**

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

- Pump (give horsepower and type): 2 @ 125 hp Turbine, 1 @ 300 hp Turbine (all existing)
- Other means (describe): \_\_\_\_\_

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

Stored water in the Willamette Basin Project Reservoirs would be released during the irrigation under a BOR contract (Proposed Contract from BOR included as Attachment C). The PCWDIC then pumps the stored water from the Willamette River into a pipe, then a ditch that discharges to an unnamed tributary of Palmer Creek. The farmers utilize their own redirection pumps to deliver water from the ditch or Palmer Creek to their fields.

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



QQ	DLC	Gov't Lot	Taxlot	Acres	Status	Linked POD	Inchoate In	Remarks
4.00S-3.00	NW NE				1.6	NC		
4.00S-3.00	NE SW				0.1	NC		
4.00S-3.00	NW SW				1.3	NC		
4.00S-3.00	NW NE				3.8	NC		
4.00S-3.00	SW NE				11.95	NC		
4.00S-3.00	NE NW				3.7	NC		
4.00S-3.00	SE NW				18.3	NC		
4.00S-3.00	SW SE				0.2	NC		
4.00S-3.00	NW NE				4.5	NC		
4.00S-3.00	NW NE				19.9	NC		
4.00S-3.00	SW NE				9.9	NC		
5.00S-3.00	NE NW				1	NC		
5.00S-3.00	NW NW				0.3	NC		
5.00S-3.00	SW NW				4.1	NC		
5.00S-3.00	SE NW				1.3	NC		
5.00S-3.00	NE SW				4.23	NC		
5.00S-3.00	NW SW				15	NC		
5.00S-3.00	NE SE				4.7	NC		
5.00S-3.00	NW SE				1.2	NC		
5.00S-3.00	SW SE				2	NC		
5.00S-3.00	SE NW				0.2	NC		
5.00S-3.00	NW SW				0.5	NC		
5.00S-3.00	SW SW				3.6	NC		
5.00S-3.00	SE SE				3.5	NC		
5.00S-3.00	NE NE				19.6	NC		
5.00S-3.00	NW NE				14	NC		
5.00S-3.00	SW NE				25.4	NC		
5.00S-3.00	SE NE				27.4	NC		
5.00S-3.00	NE SE				1.5	NC		
5.00S-3.00	NW SE				0.3	NC		
5.00S-3.00	NW NW				28.4	NC		
5.00S-3.00	SW NW				12.6	NC		
5.00S-3.00	SE NW				0.3	NC		
5.00S-3.00	NW SW				1.6	NC		
5.00S-3.00	NW SE				1.8	NC		
5.00S-3.00	NE SE				0.4	NC		
5.00S-3.00	SE SW				1.8	NC		
5.00S-3.00	SW SE				17.4	NC		
6.00S-3.00	NW NE				9.5	NC		
6.00S-3.00	SW NE				1.89	NC		
6.00S-3.00	NE NW				22.5	NC		
6.00S-3.00	SE NW				12.6	NC		

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**B. Application Method**

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)  
Field application is generally via handlines and sprinklers or big gun sprinklers.

**C. Conservation**

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

Irrigation will be done utilizing best management practices to prevent waste. Meters will be utilized to measure the amount of water used.

**SECTION 7: RESOURCE PROTECTION**

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

Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.

Describe planned actions: Diversion structure already exists with approved fish screen

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

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

Describe planned actions and additional permits required for project implementation: Not planned

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe planned actions and additional permits required for project implementation: Not planned

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

Describe planned actions: No new structures planned. Existing structure is designed to prevent erosion and run-off

List other federal and state permits or contracts to be obtained, if a water right permit is granted.

None

**SECTION 8: PROJECT SCHEDULE**

a) Date construction will begin: None anticipated, if needed within 3 years after the permit is issued

b) Date construction will be completed: If needed, within 5 years after the permit is issued,

c) Date beneficial water use will begin: Within 5 years after the permit is issued



**SECTION 9: WITHIN A DISTRICT**

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

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

**SECTION 10: REMARKS**

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

- Attachment A: Affected Land Owners List
- Attachment B: Legal Descriptions
- Attachment C: BOR Contract (Proposed, signed contract has been submitted to BOR) and Certificates
- Attachment D: Acre Listing
- Attachment E: Underlying Primary Certificates
- Attachment F: Easement Agreements

Note: A copy of the signed Land Use Information Form is included in the bound packet and the original is enclosed.

PCWD COPY

# 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 Comapny  
First Last

Mailing Address: 14395 SE WALLACE ROAD

Dayton OR 97114 Daytime Phone: 503 868 7157  
City State Zip **503-956-6360**

## 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	16	SW SE	1200	EF-80	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Farming
		20	N ½ NE ¼	400 500	EF-80	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
		21	N ½	1500 1600 1700	EF-80	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
		29	SW NW NW SW	300 1300	EF-80	Diverted	Conveyed	Used	Farming
		30	NE ¼ SW ¼ SE ¼	700 800 1100	EF-80		Conveyed	Used	Farming
		31	NW NE NE NW	1700	EF-80			Used	Farming
		28 32 33	SW ¼ N ½ NW ¼	100	EF-80		Conveyed	Used	Farming
		33	NE NW	1500	EF-80	Diverted	Conveyed		Farming
5S	3W	5	S ½ SW ¼	1000	EF-80		Conveyed	Used	Farming
		8	NE ¼ NE ¼ NE NW	100 201 800	EF-80	Diverted	Conveyed	Used	Farming
		17	S ½	400	EF-80	Diverted	Conveyed	Used	Farming
		29	SE NW N ½ SE ¼	500 800 1300	EF-80	Diverted	Conveyed		Farming
		32	N ½	100	EF-80	Diverted	Conveyed	Used	Farming



Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:		Proposed Land Use:
		32	N ½	200				
		32	NE ¼	1300	EF-80		Used	Farming
		33	N ½ NW ¼	200	EF-80		Conveyed Used	Farming
6S	3W	4	NW SE	900	EF-80	Diverted	Conveyed	Farming
		5	N ½ E ½	402 1000	EF-80	Diverted	Conveyed	Farming

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

Yamhill County

**B. Description of Proposed Use**

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

- |                              |                               |  |
|------------------------------|-------------------------------|--|
| Permit to Use or Store Water | Water Right Transfer          | Permit Amendment or 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: \_\_\_\_\_ 973.5 \_\_\_\_\_  
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:

Irrigation water for Palmer Creek Irrigation District members. Source of water is Bureau of Reclamation stored water in the Willamette Reservoir Project.

**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. →

## 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.

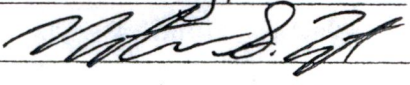
**Please check the appropriate box below and provide the requested information**

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): YLCZO Section 402

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:	
		Obtained Denied	Being Pursued Not Being Pursued
		Obtained Denied	Being Pursued Not Being Pursued
		Obtained Denied	Being Pursued Not Being Pursued
		Obtained Denied	Being Pursued Not Being Pursued
		Obtained Denied	Being Pursued 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.

Name: Matt Vogt Title: Associate Planner  
 Signature:  Phone: 503-434-7516 Date: 8/21/2018  
 Government Entity: Yamhill 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



# 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 Comapny  
First Last

Mailing Address: 14395 SE WALLACE ROAD

Dayton OR 97114 Daytime Phone: 503 868 7157  
City State Zip **503-956-6360**

## 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:
						<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
						Diverted	Conveyed	Used	
4s	3w	16	SW SE	1200	EF-80	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Farming
		20	N ½ NE ¼	400 500	EF-80	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Farming
		21	N ½	1500 1600 1700	EF-80	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Farming
		29	SW NW NW SW	300 1300	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		30	NE ¼ SW ¼ SE ¼	700 800 1100	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		31	NW NE NE NW	1700	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		28 32 33	SW ¼ N ½ NW ¼	100	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		33	NE NW	1500	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
5S	3W	5	S ½ SW ¼	1000	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		8	NE ¼ NE ¼ NE NW	100 201 800	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		17	S ½	400	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		29	SE NW N ½ SE ¼	500 800 1300	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming
		32	N ½	100	EF-80	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Farming

5-88600

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:		Proposed Land Use:
		32	N ½	200				
		32	NE ¼	1300	EF-80		Used	Farming
		33	N ½ NW ¼	200	EF-80	Conveyed	Used	Farming
6S	3W	4	NW SE	900	EF-80	Diverted	Conveyed	Farming
		5	N ½ E ½	402 1000	EF-80	Diverted	Conveyed	Farming

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

Yamhill County

**B. Description of Proposed Use**

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

- Permit to Use or Store Water   
 Water Right Transfer   
 Permit Amendment or 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: \_\_\_\_\_ 973.5 \_\_\_\_\_ 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:

Irrigation water for Palmer Creek Irrigation District members. Source of water is Bureau of Reclamation stored water in the Willamette Reservoir Project.



**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. →



## 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.

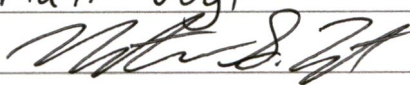
**Please check the appropriate box below and provide the requested information**

✓ 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): YLCZO Section 402.

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:	
		Obtained <input type="checkbox"/>	Being Pursued <input type="checkbox"/>
		Denied <input type="checkbox"/>	Not Being Pursued <input type="checkbox"/>
		Obtained <input type="checkbox"/>	Being Pursued <input type="checkbox"/>
		Denied <input type="checkbox"/>	Not Being Pursued <input type="checkbox"/>
		Obtained <input type="checkbox"/>	Being Pursued <input type="checkbox"/>
		Denied <input type="checkbox"/>	Not Being Pursued <input type="checkbox"/>
		Obtained <input type="checkbox"/>	Being Pursued <input type="checkbox"/>
		Denied <input type="checkbox"/>	Not Being Pursued <input type="checkbox"/>

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.

Name: Matt Vogt Title: Associate Planner  
 Signature:  Phone: 503-434-7516 Date: 8/21/2018  
 Government Entity: Yamhill 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

## 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.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

#### Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt. *COPY BOUND IN SUBMITAL. ORIGINAL ENCLOSED*
- 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: \$ 2584.80  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.
- Map that includes the following items:
  - 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 diversion, 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 identified clearly.
  - 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)



***ATTACHMENT A***  
*Affected Land Owners*



Palmer Creek Water District Improvement Company  
Tax Lot Listing  
Stored Water Application  
September, 2018

**T4S R3W Sec 16**

TL 01200

ACMPC Oregon 3, LLC  
PO Box 717  
Jefferson , OR 97352

**T4S R3W Sec 20**

TL 0500 & 0400

Nancy Hayward  
PO Box 98  
Dayton, OR 97114

**T4S R3W Sec 21**

TL 01700, 01600 & 01500

ACMPC Oregon 3, LLC  
PO Box 717  
Jefferson , OR 97352

**T 4S R3W Sec 29**

TL 00300

Wilson Farms of Dayton  
10135 SE Wallace Rd  
Dayton, OR 97114

TL 01300

Kelly Kreder Farms, Inc.  
7920 SW Webfoot Rd  
Dayton, OR 97114

**T 4S R3W Sec 30**

TL 01100

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

TL 00700 and 00800

MBS Properties LLC  
11100 SE Lafayette Hwy  
Dayton OR  
Mary Albright (Property Manager)MBS



Palmer Creek Water District Improvement Company  
Tax Lot Listing  
Stored Water Application  
September, 2018

**T 4S R3W Sec 31**

TL 01700

MBS Properties LLC  
11100 SE Lafayette Hwy  
Dayton OR  
Mary Albright (Property Manager)

**T4S R3W Sec 32**

TL 00100

Zylstra Trust  
7651 SE Webfoot Rd  
Dayton, Or 97114

**T4S R3W Sec 33**

TL 01500

Sam Sweeney Trust  
1070 Ferry St  
Dayton, OR 97114

**T5S R3W Sec 5**

TL 01000

Bill & Diane Koenig  
PO 675  
McMinnville, OR 97128

**T5S R3W Sec 8**

TL 00800

Bill & Diane Koenig  
PO 675  
McMinnville, OR 97128

**T5S R 3W Sec 8**

TL 00100

Delores & James Richardson  
14375 SE Kimsey Rd  
Dayton, OR 97114

TL 00201

Brent Turley  
15949 SE Alderman Rd  
Dayton, OR 97114

Palmer Creek Water District Improvement Company  
Tax Lot Listing  
Stored Water Application  
September, 2018

**T5S R 3W Sec 17**

TL 00400

Agrirock Enterprises LLC; Attention Mark Gaibler  
PO Box 808  
Carlton, OR 97111

**T5S R3W Sec 29**

TL 00500

Robert Janzen  
20555 SE Webfoot Rd  
Dayton, OR 97114

TL 00800

Randall Martin  
22187 SE Lafayette Highway  
Dayton, OR 97114

TL 01300

David Withee  
16832 SE Unionvale Rd  
Dayton, OR 97114

**T5S R3W Sec 32**

TL 00100, 00200

Miersma Family Trust  
22180 NW Lafayette, Hwy  
Salem, OR 97304

TL 00400

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

**T6S R3W Sec 4**

TL 900

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

**T6S R3W Sec 5**

TL 1000

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



***ATTACHMENT B***  
*Legal Descriptions*



Tax Lot 4S 3W Sec 20  
TL 400 and 500

WARRANTY DEED

LESLIE LEE MILLER, JERRY LAMBERT MILLER AND GENE DONALD MILLER

hereinafter called grantor, does hereby grant, sell and convey unto  
Alvin  
BRIAN HAYWARD AND NANCY E. HAYWARD, husband and wife

hereinafter called grantee, and grantee's heirs, successors and assigns the following described real property with the tenements, hereditaments and appurtenances thereunto belonging, situated in Yamhill County Oregon:

Legal description on attached Exhibit "A"

Said grantor hereby covenants that grantor is owner of the above described property free of all encumbrances except those exceptions shown on Yamhill County Title & Escrow, Inc. report #136290 - and that grantor will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever; except those claiming under the above described encumbrances.

The property described herein has been assessed under farm and/or forest tax deferral. Disqualification may result in additional taxes and interest being levied.

THE TRUE CONSIDERATION PAID FOR THIS TRANSFER IS \$375,000.00 paid by an accommodator pursuant to an IRC1031 exchange

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

In Witness Whereof, grantor executed this instrument dated 1-2, 1995

*Leslie Lee Miller*  
LESLIE LEE MILLER  
*Gene Donald Miller*  
GENE DONALD MILLER

*Jerry Lambert Miller*  
JERRY LAMBERT MILLER

STATE OF OREGON, COUNTY OF YAMHILL) ss.  
This instrument was acknowledged before me on January 2, 1995 by  
LESLIE LEE MILLER - JERRY LAMBERT MILLER - GENE DONALD MILLER



*Marilyn Dell*  
Notary Public for Oregon  
My Commission Expires:

WARRANTY DEED

LESLIE LEE MILLER  
JERRY LAMBERT MILLER  
GRANTOR

BRIAN A. HAYWARD  
NANCY E. HAYWARD  
GRANTEE

Recorded in Official Yamhill County Records  
CHARLES STERN, COUNTY CLERK

50.00

199600257 4:28pm 01/05/96

001 023638 10 04 000203  
1 0 D08 4 20.00 18.00 20.00 0.00 0.00 0.00

SEND RECORDED DEED & TAX STATEMENTS TO  
BRIAN A. HAYWARD  
NANCY E. HAYWARD  
PO Box 98  
DAYTON, OR 97114

1/4

136290  
YAMHILL COUNTY TITLE & ESCROW, INC.

INDEXED



EXHIBIT "A"

PARCEL I

PART of the Joel Palmer Donation Land Claim in Sections 20 and 21, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

BEGINNING at the Southeast corner of Lot 5 of Yamhill County Survey No. 1272; thence East along the North line of that tract conveyed to Lowell N. Newman et ux on April 28, 1961, in Film Volume 16, Page 336, Deed Records to the East line of the Joel Palmer Donation Land Claim; thence North 13° 30' East along the East line of said Donation Land Claim 1321.3 feet to the Southeast corner of that tract deeded to Leona Mae Engstrom by deed recorded October 5, 1944 in Book 125, Page 464, Deed Records; thence West along the South line of said Engstrom tract 695.2 feet; thence North 44° 17' West, 297 feet, more or less, to the center of Palmer Creek; thence Southwesterly up the center of Palmer Creek to its point of intersection with the North line of Lot 3 of said County Survey which point is 716.6 feet East of the Northwest corner of said Lot 3 and is also the Northeast corner of that tract conveyed to Emery Whitlow et ux by deed recorded June 25, 1951 in Book 161, Page 792, Deed Records; thence South 38° East, 582.2 feet along the Northeast line of said Whitlow tract of the Southeast corner thereof; thence West, 1079.3 feet along the South line of said Whitlow tract to the Southwest corner thereof, which corner is also the Northwest corner of Lot 4 of said County Survey; thence South, 911.3 feet, more or less, along the West line of said survey to a point half way between the North and South lines of Lot 6 of said Survey, which point is also the Southwest corner of that tract conveyed to Elizabeth Morgan by deed recorded June 25, 1930, in Book 103, Page 495, Deed Records, said point also being 30 feet West of the Northwest corner of that tract conveyed to Russell Coburn by deed recorded December 4, 1954 in Book 175, Page 292, Deed Records; thence East, 1135 feet along the North line of said Coburn tract to the angle corner thereof; thence North, 180.2 feet to the South line of said Lot 5 of said County Survey; thence East along the South line of said Lot to the PLACE OF BEGINNING.

PARCEL II

AN undivided one-half interest in and to the following described real premises:

BEING a part of the Joel Palmer Donation Land Claim No. 60, Notification No. 1086 in Section 20, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, and more particularly described as follows:

(continued on Page 2)



Exhibit "A" (continued)

BEGINNING at a point on the West line of Lot 7 of County Survey No. 1272 of Yamhill County as recorded in Volume "E" Records of Surveys and 247.0 feet North 0° 42' West from the Southwest corner of said lot 7; thence North 89° 27' West, 329.8 feet to the East line of the County Road; thence North along the East line of County Road, 64.0 feet; thence South 89° 27' East, 329.8 feet to the West line of said Lot 7; thence North, 163.0 feet to a point on the West line of Lot 6 of County Survey No. 1272 and halfway between the Northwest corner of the Southwest corner of said Lot 6; thence East 30 feet; thence South, 227.0 feet; thence North 89° 27' West, 30 feet to the PLACE OF BEGINNING.

PARCEL III

BEING a part of the Donation Land Claim of Joel Palmer, Claim No. 60, Notification No. 1086, in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 3 of County Survey No. 1272 of Yamhill County as recorded in Volume "E" at Page 298, Records of Surveys; thence East on North line of said Lot, 716.6 feet; thence South 38° 32' East, 582.2 feet to the South line of said Lot 3; thence West along the South line, 1079.3 feet to the Southwest corner of said Lot; thence North on the West line of said Lot, 455.4 feet to the PLACE OF BEGINNING.

PARCEL IV

BEING a part of the Donation Land Claim of Joel Palmer, Claim No. 60, Notification No. 1086 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, said point being more particularly described as follows:

BEGINNING at a point South 50° 58' West, 1612.0 feet and South 38° 32' East, 482.5 feet from the intersection of the center line of Ferry Street and Fifth Street in the Town of Dayton, Oregon; thence South 50° 58' West, 714.5 feet to a point on the West line of the Joel Palmer Donation Land Claim; thence South along said line, 1698.2 feet to the North line of a roadway deeded to W.P. Palmer by Emma Moore and John Moore; thence South 89° 27' East along the North line of said roadway, 349.8 feet; thence North, 1519.6 feet to the Southwest corner of Lot 2 of County Survey No. 1272 of Yamhill County; thence East on the South line of Lot 2 a distance of 716.6 feet; thence North 38° 30' West, 820.9 feet to the PLACE OF BEGINNING.

EXCEPTING THEREFROM that portion of the above described premises conveyed to George Street by deed recorded September 10, 1943 in Book 122, Page 442, Deed Records.

(continued on Page 3)



Exhibit "A" (continued)

PARCEL V

A part of the Donation Land Claim of Andrew Smith, Claim No. 47, in 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 point where the center line of the County Road reading from Dayton, Oregon to Amity, Oregon intersects the West line of the Joel Palmer Donation Land Claim; thence South  $51^{\circ} 26'$  West, 693.5 feet to the intersection of the County Road leading from Dayton to Amity and the County Road leading off to the Southeast; thence South  $9^{\circ} 38'$  East, 362.0 feet; thence along the old fence line, South  $6^{\circ} 17'$  East, 592.0 feet; thence South  $23^{\circ} 00'$  East, 695.00 feet; thence South  $35^{\circ} 45'$  East, 248.00 feet to the West line of the Joel Palmer Donation Land Claim; thence North along the West line of said Palmer claim, 2217.8 feet to the PLACE OF BEGINNING.

EXCEPTING THEREFROM that portion of the above described premises conveyed to George Street by deed recorded September 10, 1943 in Book 122, Page 442, Deed Records.

ALSO EXCEPTING THEREFROM that portion thereof deeded to Yamhill County by instrument recorded January 31, 1946 in Book 132, Page 834.

PARCEL VI

A part of the Andrew Smith Donation Land Claim Notification No. 1035, Claim No. 48, a part of the Joel Palmer Donation Land Claim Notification No. 1086, Claim No. 80 and a part of the Andrew and Polly Smith Donation Land Claim, Notification No. 79, Claim No. 48, all in Section 20 in Township 4 South, Range 3 West of the Willamette Meridian, Oregon and BEGINNING at a point on the East line of and South  $80^{\circ} 14'$  East, 27.7 feet from the Northeast corner of the said Andrew and Polly Smith Claim; thence East, 20.0 feet to the East margin of the old County Road; thence Northerly and Northwesterly following the Easterly margin of said old County Road, 360.0 feet more or less, to a point, 280.0 feet North and 131.4 feet West from the Southeast corner of the Andrew Smith Claim and said Northerly point being on the Easterly margin of the 1945 re-location of County Road No. 465 at a point 30 feet from and at a right angle to Station 5+50; thence South  $20^{\circ} 50'$  East parallel to an 30.0 feet from the center line of said re-located road, 323.4 feet; thence East, 14.4 feet TO BEGINNING.

YCT&E 136290

4/4



4S 3W Sec 21  
Tax Lots 1700, 1500

**RECORD AND RETURN TO:**  
DAVIS WRIGHT TREMAINE LLP  
1300 S.W. FIFTH AVE, SUITE 2400  
PORTLAND, OR 97201  
ATTN: MICHAEL ZAHN, ESQ.

Yamhill County Official Records **201511885**  
DMR-DDMR  
Stn=4 MILLSA 07/31/2015 10:43:30 AM  
13Pgs \$65.00 \$11.00 \$5.00 \$20.00 **\$101.00**  
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.  
Brian Van Bergen - County Clerk

**Send Tax Statements to:**  
ACMPC Oregon 3, LLC  
35711 Helms Drive  
Jefferson, OR 97352

Yamhill County  
Tax I.D. No(s)  
R4321 01500, R4321 01700

FATCO. NO. NCS-701751-OR1

**STATUTORY WARRANTY DEED**

Jay M. Goffman and Susan E. Goffman, as tenants by entirety, as to an undivided 1/2 interest, and Delford M. Smith LLC, a Delaware limited liability company, as to an undivided 1/2 interest, as tenants in common (collectively, "Grantor") conveys and warrants to ACMPC OREGON 3, LLC, Grantee, the real property located in Yamhill County, Oregon, described in the attached Exhibit A, free of encumbrances, except as specifically set forth on the attached Exhibit B or encumbrances of record at the time of conveyance.

The actual consideration consists of other value given which is the whole/part of the consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 31<sup>st</sup> day of July, 2015.



**GRANTOR:**

By:   
Susan E. Goffman

By: \_\_\_\_\_  
Jay M. Goffman

By: DELFORD M. SMITH, LLC, a  
Delaware limited liability company

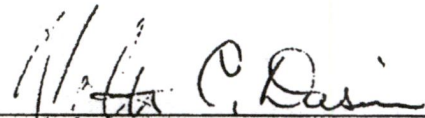
By: \_\_\_\_\_  
Lisa E. Anderson, Authorized  
Signatory and in her capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
James E. Ray, in his capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
Jay M. Goffman, in his capacity  
as Co-Personal Representative  
for the Estate of Delford M.  
Smith, its sole member

STATE OF NEW YORK        )  
  ) SS.  
COUNTY OF NEW YORK     )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Susan E. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature of Notary Public

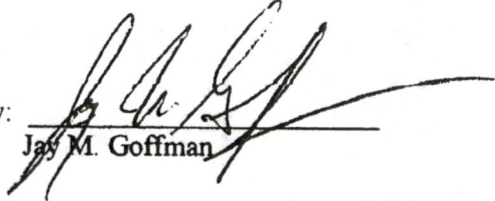
[SEAL]

**VOTTRESS C. DESIRE**  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018



**GRANTOR:**

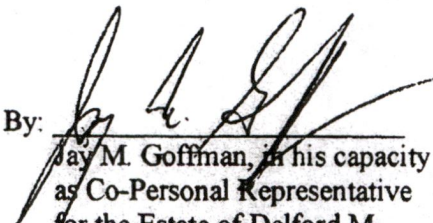
By: \_\_\_\_\_  
Susan E. Goffman

By:   
Jay M. Goffman

By: DELFORD M. SMITH, LLC, a  
Delaware limited liability company

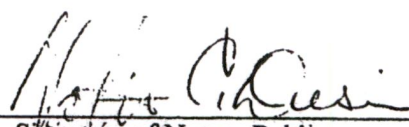
By: \_\_\_\_\_  
Lisa E. Anderson, Authorized  
Signatory and in her capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
James E. Ray, in his capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By:   
Jay M. Goffman, in his capacity  
as Co-Personal Representative  
for the Estate of Delford M.  
Smith, its sole member

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Jay M. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature of Notary Public

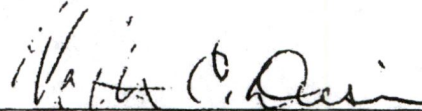
[SEAL]

VOTTRESS C. DESIRE  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Jay M. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature of Notary Public

[SEAL]


VOTTRESS C. DESIRE  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018

**GRANTOR:**

By: \_\_\_\_\_  
Susan E. Goffman

By: \_\_\_\_\_  
Jay M. Goffman

By: DELFORD M. SMITH, LLC, a  
Delaware limited liability company

By:   
Lisa E. Anderson, Authorized  
Signatory and in her capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
James E. Ray, in his capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
Jay M. Goffman, in his capacity  
as Co-Personal Representative  
for the Estate of Delford M.  
Smith, its sole member



STATE OF OREGON )  
COUNTY OF Yamhill ) ss.

This instrument was acknowledged before me on 21 day of July, 2015,  
by USA E. Anderson and James E. Ray

Co-Personal Representative  
for the Estate of  
Delford M. Smith

[Signature]  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: June 14, 2017



**GRANTOR:**

By: \_\_\_\_\_  
Susan E. Goffman

By: \_\_\_\_\_  
Jay M. Goffman

By: DELFORD M. SMITH, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Lisa E. Anderson, Authorized  
Signatory and in her capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: James E. Ray  
James E. Ray, in his capacity as  
Co-Personal Representative for  
the Estate of Delford M. Smith,  
its sole member

By: \_\_\_\_\_  
Jay M. Goffman, in his capacity  
as Co-Personal Representative  
for the Estate of Delford M.  
Smith, its sole member



STATE OF OREGON, )

COUNTY OF Yamhill ) ss.

This instrument was acknowledged before me on 21 day of July, 2015,  
by James E. Kay, Co - Personal Representative  
further estate of  
Delford M. Smith

[Signature]  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: June 14, 2017

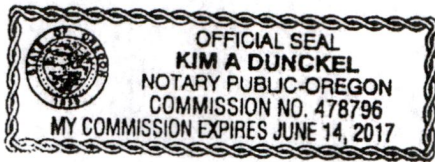




EXHIBIT A

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

TRACT 3-

PARCEL 3:

TRACT A:

LOTS 18, 19, 20, 21 AND 22 IN ALVA P. MACY'S FIRST ADDITION TO DAYTON IN YAMHILL COUNTY, OREGON.

EXCEPTING THEREFROM THE NORTH 20 FEET OF LOTS 18, 20, 21 AND 22 AND EXCEPTING PORTION WITHIN THE STATE HIGHWAY.

TRACT B:

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF THE EAST ONE-HALF OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN SAID PARCEL BEING A PART OF THE 107.55 ACRE TRACT DESCRIBED IN THAT CERTAIN DEED FROM ELBERT W. MCCALL AND WIFE TO ALLON M. VERNON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID PROPERTY AND THE EAST LINE OF LOT 22 OF ALVA P. MACY'S FIRST ADDITION TO THE TOWN OF DAYTON, OREGON, SAID POINT BEING 40 FEET DISTANT SOUTHWESTERLY FROM (WHEN MEASURED AT RIGHT ANGLES TO) THE RELOCATED CENTER LINE OF THE SALEM-DAYTON HIGHWAY AT STATION 53+95.6, SAID POINT ALSO BEING 2330 FEET NORTH AND 1985 FEET WEST OF THE SOUTHEAST CORNER OF THE CARNEY GOODRICH DONATION LAND CLAIM NO. 49, TOWNSHIP 4 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 22, 526 FEET, MORE OR LESS TO A POINT 5 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 22; THENCE EAST TO THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 221; THENCE NORTHWESTERLY ALONG THE RIGHT OF WAY LINE TO THE PLACE OF BEGINNING.

TAX LOT NO. R4321 01500

PARCEL 5:

LOTS 13, 14, 15, 16 AND 17, ALVA P. MACY'S FIRST ADDITION TO  
THE CITY OF DAYTON IN YAMHILL COUNTY, STATE OF  
OREGON.

TAX LOT NO. R4321 01700



**EXHIBIT B**

Covenants, conditions, restrictions and/or easements, if any, affecting title, which appear in the public record, including those shown on any recorded plat or survey and the following:

1. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
2. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:  
Recording                      May 29, 1950 in Volume 157, Page 437  
Information:  
(Affects Tract 3, Parcel 3)

4S 3W Sec 21  
TL 1200, 1600

**RECORD AND RETURN TO:**  
DAVIS WRIGHT TREMAINE LLP  
1300 S.W. FIFTH AVE, SUITE 2400  
PORTLAND, OR 97201  
ATTN: MICHAEL ZAHN, ESQ.

Yamhill County Official Records **201511881**  
DMR-DDMR  
Stn=4 MILLSA 07/31/2015 10:43:30 AM  
14Pgs \$70.00 \$11.00 \$5.00 \$20.00 **\$106.00**  
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify  
that the instrument identified herein was recorded in the Clerk  
records.  
Brian Van Bergen - County Clerk

**Send Tax Statements to:**  
ACMPC Oregon 3, LLC  
35711 Helms Drive  
Jefferson, OR 97352

Yamhill County  
Tax I.D. No(s) R4316 01200,  
R4321 00400, R4321 01600

FATCO. NO. NCS-701751-OR1

**STATUTORY WARRANTY DEED**

MARIA'S CHANCE DELFORD LLC, Grantor, conveys and warrants to ACMPC OREGON 3, LLC, Grantee, the real property located in Yamhill County, Oregon, described in the attached Exhibit A, free of encumbrances, except as specifically set forth on the attached Exhibit B or encumbrances of record at the time of conveyance.

The actual consideration consists of other value given which is the whole/part of the consideration.

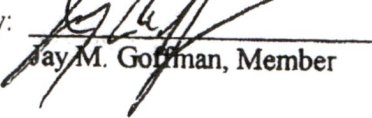
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 31<sup>st</sup> day of July, 2015.



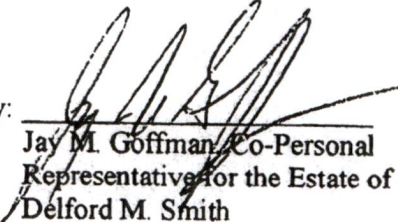
**GRANTOR:**

MARIA'S CHANCE DELFORD, LLC,  
a Delaware limited liability company

By:   
Jay M. Goffman, Member

By: \_\_\_\_\_  
Susan E. Goffman, Member

By: Estate of Delford M. Smith, Member

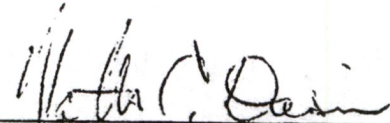
By:   
Jay M. Goffman, Co-Personal  
Representative for the Estate of  
Delford M. Smith

By: \_\_\_\_\_  
Lisa E. Anderson, Co-Personal  
Representative for the Estate of  
Delford M. Smith

By: \_\_\_\_\_  
James E. Ray, Co-Personal  
Representative for the Estate of  
Delford M. Smith

STATE OF NEW YORK        )  
  ) SS.  
COUNTY OF NEW YORK    )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Jay M. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature of Notary Public


[SEAL]

VOTTRESS C. DESIRE  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018



STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Jay M. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Signature of Notary Public

[SEAL]

VOTTRESS C. DESIRE  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018

**GRANTOR:**

MARIA'S CHANCE DELFORD, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Jay M. Goffman, Member

By: Susan E. Goffman  
Susan E. Goffman, Member

By: Estate of Delford M. Smith, Member

By: \_\_\_\_\_  
Jay M. Goffman, Co-Personal  
Representative for the Estate of  
Delford M. Smith

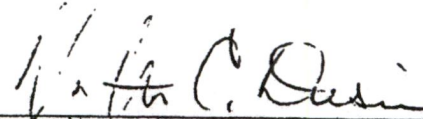
By: \_\_\_\_\_  
Lisa E. Anderson, Co-Personal  
Representative for the Estate of  
Delford M. Smith

By: \_\_\_\_\_  
James E. Ray, Co-Personal  
Representative for the Estate of  
Delford M. Smith



STATE OF NEW YORK            )  
  ) SS.  
COUNTY OF NEW YORK        )

On the 21<sup>st</sup> day of July in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared Susan E. Goffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Signature of Notary Public

[SEAL]

VOTRESS C. DESIRE  
Notary Public, State of New York  
No. 01DE4935232  
Qualified in Nassau County  
My Commission Expires June 27, 2018

**GRANTOR:**

MARIA'S CHANCE DELFORD, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Jay M. Goffman, Member

By: \_\_\_\_\_  
Susan E. Goffman, Member

By: Estate of Delford M. Smith, Member

By: \_\_\_\_\_  
Jay M. Goffman, Co-Personal  
Representative for the Estate of  
Delford M. Smith

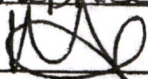
By: *Lisa E. Anderson*  
Lisa E. Anderson, Co-Personal  
Representative for the Estate of  
Delford M. Smith

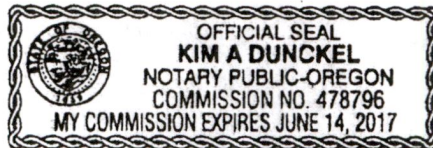
By: \_\_\_\_\_  
James E. Ray, Co-Personal  
Representative for the Estate of  
Delford M. Smith



STATE OF OREGON )  
COUNTY OF Wamhill ) ss.

This instrument was acknowledged before me on 21 day of July, 2015,  
by Lisa E. Anderson, Co-Personal Representative for the  
estate of Delford M. Smith  
and James E. Ray, PR  
for the estate of Delford  
M. Smith

  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: June 14, 2017



**GRANTOR:**

MARIA'S CHANCE DELFORD, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Jay M. Goffman, Member

By: \_\_\_\_\_  
Susan E. Goffman, Member

By: Estate of Delford M. Smith, Member

By: \_\_\_\_\_  
Jay M. Goffman, Co-Personal  
Representative for the Estate of  
Delford M. Smith

By: \_\_\_\_\_  
Lisa E. Anderson, Co-Personal  
Representative for the Estate of  
Delford M. Smith

By: James E. Ray  
James E. Ray, Co-Personal  
Representative for the Estate of  
Delford M. Smith



STATE OF OREGON            )  
COUNTY OF Yamhill ) ss.

This instrument was acknowledged before me on 21 day of July, 2015,  
by James E. Kay, Co-Personal Representative  
for the Estate of  
Delford M. Smith

[Signature]  
NOTARY PUBLIC FOR Oregon  
My Commission Expires: June 14, 2017



EXHIBIT A

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

TRACT 2-

PARCEL 1:

TRACT A:

A PART OF THE DONATION LAND CLAIM OF CARNEY GOODRICH, NOTIFICATION NO. 1040, CLAIM NO. 49, IN TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH BANK OF THE YAMHILL RIVER, SAID POINT BEING 32.54 CHAINS WEST AND 14.90 CHAINS NORTH OF THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN; AND RUNNING THENCE SOUTH 27° WEST 25.85 CHAINS; THENCE WEST 12.58 CHAINS; THENCE NORTH 28.52 CHAINS TO THE SOUTH BANK OF THE YAMHILL RIVER; AND THENCE DOWN THE SOUTH BANK OF SAID RIVER TO THE PLACE OF BEGINNING.

SAVE AND EXCEPTING THEREFROM 17.50 ACRES OFF THE WEST SIDE THEREOF.

FURTHER EXCEPTING THAT PORTION CONVEYED TO THE STATE OF OREGON, BY AND THROUGH ITS STATE HIGHWAY COMMISSION, BY DEED RECORDED MAY 21, 1937 IN BOOK 112, PAGE 525, DEED RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED TO YAMHILL COUNTY, BY DEED RECORDED FEBRUARY 24, 1969 IN FILM VOLUME 74, PAGE 1297, DEED RECORDS OF YAMHILL COUNTY, OREGON.

TRACT B:

A PART OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON, AND BEING A PART OF THE CARNEY GOODRICH DONATION LAND CLAIM NO. 49, NOTIFICATION NO. 1040 AND BEGINNING AT A STAKE FROM WHICH AN APPLE TREE 6 INCHES IN DIAMETER BEARS NORTH (VAR. 20°40' EAST) 371 LINKS AND MORE PARTICULARLY DESCRIBED AS BEING 45.13 CHAINS WEST AND 25.76 CHAINS SOUTH OF THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 14.80½ CHAINS; THENCE EAST 13.51 CHAINS; THENCE SOUTH 14.80½ CHAINS; THENCE WEST 13.51 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION, BY DEED RECORDED JUNE 27, 1936 IN BOOK 111, PAGE 410, DEED RECORDS OF YAMHILL COUNTY, OREGON.



ALSO EXCEPTING THAT PORTION CONVEYED TO YAMHILL COUNTY, OREGON BY DEED RECORDED SEPTEMBER 19, 1941 IN BOOK 118, PAGE 504, DEED RECORDS OF YAMHILL COUNTY, OREGON.

FURTHER EXCEPTING THAT PORTION CONVEYED TO T.A. HUFFMAN, ET UX, BY DEED RECORDED APRIL 10, 1946 IN BOOK 134, PAGE 402, DEED RECORDS OF YAMHILL COUNTY, OREGON.

TRACT C:

SITUATE, LYING AND BEING IN YAMHILL COUNTY, STATE OF OREGON AND BEGINNING AT A STAKE 21.06 CHAINS WEST AND 10.94½ CHAINS SOUTH OF THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, AND BEING A PART OF THE CARNEY GOODRICH DONATION LAND CLAIM NO. 49, NOTIFICATION NO. 1040, IN SAID TOWNSHIP AND RANGE; THENCE NORTH 27° EAST 25.19½ CHAINS TO THE NORTH LINE OF SAID CLAIM; THENCE WEST ALONG SAID NORTH LINE AND SOUTH BANK OF YAMHILL RIVER, 7.94 CHAINS; THENCE SOUTH 27° WEST 25.19½ CHAINS; THENCE EAST 7.94 CHAINS TO THE PLACE OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT;

BEING A PART OF THE CARNEY GOODRICH DONATION LAND CLAIM NO. 49, NOTIFICATION NO. 1040, IN TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 32.545 CHAINS WEST AND 10.945 CHAINS SOUTH OF THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON; THENCE NORTH 0°27' EAST 25.85 CHAINS TO BANK OF YAMHILL RIVER; THENCE EASTERLY DOWN BANK OF SAID RIVER, 3.67 CHAINS; THENCE SOUTH 0°27' WEST 25.75 CHAINS; THENCE EAST 4.563 CHAINS; THENCE SOUTH 0°27' WEST 14.805 CHAINS; THENCE WEST 7.183 CHAINS; THENCE NORTH 0°27' EAST 14.805 CHAINS; THENCE WEST 925/1000 CHAINS (92½ LINKS) TO PLACE OF BEGINNING.

TAX LOT NO. R4316 01200

PARCEL 2:

BEGINNING AT A STAKE AT THE SOUTHEAST CORNER OF THE R.C. THOMAS LANDS AND BEING SOUTH 25.76 CHAINS AND WEST 24.437 CHAINS FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN YAMHILL COUNTY, OREGON; THENCE EAST 21.937 CHAINS TO A STAKE WHERE A BALM STUMP 40 INCHES IN DIAMETERS BEARS NORTH 56°30' WEST 42 LINKS DISTANT; A MAPLE TREE 10 INCHES IN DIAMETER BEARS NORTH 67°30' WEST 17 LINKS DISTANT AND AN ASH TREE 10 INCHES IN DIAMETER BEARS NORTH 6° EAST 62½ LINKS DISTANT; THENCE NORTH 4.604 CHAINS; THENCE WEST 21 .90 CHAINS TO R.C. THOMAS EAST LINE; THENCE SOUTH 0°27' WEST 4.604 CHAINS TO THE PLACE OF BEGINNING.

ALSO AN EASEMENT 16 FEET WIDE FOR ROAD PURPOSES ONLY, FROM THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT OF LAND NORTHERLY TO THE COUNTY ROAD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEING A STRIP OF LAND 16 FEET IN WIDTH, THE NORTH AND WEST LINES OF WHICH ARE DESCRIBED AS FOLLOW:

BEGINNING AT A STAKE ON THE EAST LINE OF R.C. THOMAS LAND, AND BEING SOUTH 21.156 CHAINS AND WEST 24.45 CHAINS FROM THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON; THENCE NORTH 0°27' EAST 10.20 CHAINS; THENCE EAST 3.377 CHAINS; THENCE NORTH 0°27' EAST 25 CHAINS, MORE OR LESS, TO THE COUNTY ROAD NOW THERE.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

A PART OF SECTIONS 21 AND 22 IN TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON, BEING A PORTION OF THAT LAND DESCRIBED IN INSTRUMENT #200805950, YAMHILL COUNTY DEED RECORDS, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT LAND DESCRIBED IN PARCEL V OF INSTRUMENT #200002978, YAMHILL COUNTY DEED RECORDS, SAID POINT BEING ON THE EAST LINE OF THE CARNEY GOODRICH DONATION LAND CLAIM NO. 49; THENCE NORTH 00°09'57" EAST 307.78 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON, BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, RECORDED AUGUST 27, 1973 IN FILM VOLUME 96, PAGE 24, YAMHILL COUNTY DEED RECORDS AND RE-RECORDED SEPTEMBER 19, 1973 IN FILM VOLUME 96, PAGE 988, YAMHILL COUNTY DEED RECORDS; THENCE SOUTH 26°50'03" EAST 177.80 FEET MORE OR LESS ALONG SAID SOUTH LINE TO A POINT ON THE WEST BANK OF THE WILLAMETTE RIVER; THENCE SOUTHERLY ALONG THE WEST BANK OF THE WILLAMETTE RIVER THE FOLLOWING COURSES AND DISTANCES: SOUTH 17°05'28" WEST 106.06 FEET; THENCE SOUTH 31°24'12" WEST 55.96 FEET TO A POINT ON THE PROLONGATION OF THE SOUTH LINE OF SAID PARCEL V OF INSTRUMENT #200002978; THENCE NORTH 89°55'45" WEST 20.82 FEET ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

TAX LOT NO. R4321 00400

PARCEL 4:

THE NORTH 20 FEET OF LOTS 18, 20, 21 AND 22 OF MACY'S FIRST ADDITION TO THE TOWN OF DAYTON, IN YAMHILL COUNTY, OREGON.

TAX LOT NO. R4321 01600



EXHIBIT B

Covenants, conditions, restrictions and/or easements, if any, affecting title, which appear in the public record, including those shown on any recorded plat or survey and the following:

1. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
2. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
3. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Yamhill River and Willamette River.
4. Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Yamhill River and Willamette River.
5. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Yamhill River and Willamette River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

(The above three exceptions affect Tract 2, Parcels 1 & 2)

PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY

COMMISSIONER

4S 3W Sec 29 and 30  
TL 1100,

Pursuant to the provisions of ORS 594.590 the undersigned corporation

adopts the following Articles of Amendment:

1. The name of the corporation is Palmer Creek Water District Improvement Company.

2. Article II of the original Articles of Incorporation, as amended by Articles of Amendment dated February 3, 1969, was affected by the addition of the following described lands:

Carl H. Kreder, Jr., application filed May 15, 1971, to include the following:

PARCEL 1: A part of Sections 29 and 30, Township 4 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, described as follows:

Beginning at the intersection of the centerline of the County Road and the North line of the Thomas L. Turner Donation Land Claim #55, said point being South 89° West 359.5 feet from the Northeast corner of said Claim; thence South 89° West along the North line of said Claim 1806.18 feet to the intersection of the North line of said Claim and the center line of State Highway #154; thence South 4°30' East along the center line of said Highway 1692.90 feet to the North line of that certain tract of land conveyed by Olive M. Macy to Edmund Oden Morgareidge et ux by deed recorded December 15, 1945 in Book 132, Page 132, Deed Records; thence North 89° East along the North line of said Morgareidge tract 2143.02 feet to the East line of said Claim; thence North along the East line of said Claim 1432.12 feet to the center line of county road; thence Northwesterly along the centerline of said County Road, 459 feet to the place of beginning.

SAVE AND EXCEPT that portion lying within the boundary of State Highway #154.

PARCEL 2: A part of Section 30, Township 4 South, Range 3 West of the Willamette Meridian, Yamhill County Oregon, described as follows:

Beginning at a point on the South boundary line of the Francis Holdridge Donation Land Claim #56, said point being South 89°30' West 6.11 chains from the Northeast corner of the Thomas L. Turner Donation Land Claim #55; thence North 0.20 chains; thence North 57° West 4.38 chains; thence North 74°15' West 3.95 chains; thence South 79°40' West 3.65 chains; thence South 54°45' West 5.50 chains to the line between the Holdridge and Turner Claims; thence North 89°20' East along said Division line 15.59 chains to the place of beginning.

The above described lands contain 50 acres, more or less.

*Kreder*



4S 3W Sec 30 and 31  
TL 700, 800, 1700

**2015 Articles of Amendment to the Articles of Incorporation  
of  
Palmer Creek Water District Improvement Company**

A special meeting of the members Palmer Creek Water District Improvement Company (the "District") was held August 20, 2015 at the offices of the District at 14395 Wallace Road, Dayton, Oregon. The Board of Directors of the District called for the special meeting of members to consider applications for the inclusion of land into the District. The meeting was held pursuant to the provisions ORS 554.510 through 554.590. Members of the District representing 2,965 acres of the total acres of the District were present and a quorum was present pursuant to ORS 554.560. The members present considered the applications for inclusion and all applications for inclusion were unanimously approved. Therefore, the following Amended Articles of Incorporation are hereby adopted and approved:

1. The corporation continues to be named Palmer Creek Water District Improvement Company.
2. Article 2 of the Articles of Incorporation, as amended, are further amended by inclusion of the following lands:

**INCLUSIONS:**

(a) MBS Properties, applied on May 13, 2015 for inclusion of 79 acres into the District: The 79 acres are described as follows:

**Parcel 1:**

A 22.39 acre portion and a 10.73 acre portion and a 0.6 acre portion of 102.1 acre Yamhill County Tax Lot R4330-00800, which are the tillable non-wooded portions on the East half of the tax lot that is described as being part of the Donation Land Claim of Thomas L. Turner and wife, Notification No. 1028, Claim No. 55 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, State of Oregon, which is bounded and described as follows, to wit:

Beginning at a point on the East line of said Turner Claim that is North 17.25 chains from the Southeast corner of said Claim; thence running South 89° 00' West 60.09 chains; thence running North 17.25 chains; thence running North 89° 00' East 60.09 chains to the East line of said Claim; thence running South along the East line of said Claim 17.25 chains, more or less, to the point of beginning.

**Parcel 2:**

A 26.1 acre portion of 62.5 acre Yamhill County Tax Lot R4330-00700, which is the tillable non-wooded portion on the East half of the tax lot that is described as being part of the Thomas L. Turner Donation Land Claim, Notification No. 1028, Claim No. 55 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, State of Oregon, said part being more particularly described as follows:

Beginning at an iron pipe on the East line of said Turner Claim that is North 00° 49' West a distance of 6.844 chains from the Southeast corner thereof; thence South 89° 56' West 60.50 chains to an iron pipe; thence North parallel with the East line of said Donation Land Claim 10.244 chains to a stone 6 x 8 x 10 inches; thence North 89° 47' East 60.49 chains to an iron pipe on the East line of the aforesaid Claim; thence South along said East line 7.78 chains to the Southwest corner of the Francis Holdredge Donation Land Claim No. 56; thence South 00° 49' East continuing along the East line of said Turner Claim a distance of 9.47 chains more or less to the point of beginning.

**Parcel 3:**

A 19.13 acre portion Yamhill County Tax Lot R4331-00200, which is the tillable non-wooded portion of the East half of the following described tract of land:

Beginning at the Southeast corner of the Donation Land Claim of Thomas L. Turner and wife, Notification No. 1028, Claim No. 55 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon; thence South 89° 56' West 60.60 chains to a stone about one cubic foot in size on the South line of said Donation Land Claim; thence North parallel with the East line of said Donation Land Claim 6.844 chains to an iron pipe; thence North 89° 56' East 60.50 chains to an iron pipe on the East line of said Donation Land Claim; thence South 00° 49' 00" East along the East line of said Donation Land Claim 6.844 chain, more or less, to the place of beginning. EXCEPTING therefrom the following: Beginning at a point on the South line of the aforesaid Turner Donation Land Claim (in the center of the County Market Road No. 33) that is South 89° 56' West along said South line a distance of 453.0 feet from the Southeast corner of said Claim; thence North 00° 49' West 250.0 feet to an iron pipe; thence South 89° 56' West 237.8 feet to an iron pipe; thence South 00° 49' East 250.0 feet to a point on the South line of said Turner Claim and the center of the County Road; thence North 89° 56' East 237.8 feet to the point of beginning. ALSO EXCEPTING therefrom all that portion of the above described property conveyed to Yamhill County, a political subdivision of the State of Oregon, by deed recorded February 21, 1979 in Film Volume 137, Page 836, Deed and Mortgage Records of Yamhill County, Oregon.



**(b)** On May 15, 2015 Steven D. Edwards, Janice K. Edwards and Robert S. Edwards applied for inclusion of 20 acres into the District: 20 acres of the southerly portion of Yamhill County Tax Lot R4328-1100 which is described as follows:

A tract of land in Section 28 and Section 29, Township 4 South, Range 3 West, Willamette Meridian, being a portion of Lot 2 of Yamhill County Survey C5-1457 and also being:

BEGINNING at the southeast corner of said Lot 2, said point on record as being South 88° East 45.16 chains from the Southwest corner of said Chrisman DLC No. 50 and is on the south line of said Chrisman DLC No. 50; thence NORTH 2095.50 feet to the Northeast corner of said Lot 2; thence WEST 695.22 feet to the middle point of the north line of said Lot 2; thence SOUTH 2071.22 feet, parallel with the east line of said Lot 2, to a point on the south line of said Lot 2, said point being on the south line of said Chrisman DLC No. 50; thence South 88°00'00" East 695.64 feet to the POINT OF BEGINNING.

**(c)** On April 7, 2015 Ditchen Land Company, LLC applied for inclusion of 55.48 acres into the District consisting of Yamhill County Tax Lot 5331-1901 described as follows:

That certain real property located at and commonly known as 23400 Hopewell Road, Hopewell, Oregon, and being more particularly described as follows:

A portion of that tract of land conveyed to Bernice Gesik and Douglas Daughtry by Deed recorded February 20, 1976, in Film Volume 110, Page 1516, Deed and Mortgage Records for Yamhill County, Oregon, more particularly described as follows:

Beginning at an iron pipe and brass cap at the Southeast corner of the Rachel Matheny Donation Land Claim No. 66, in Sections 31 and 32, Township 5 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon; thence West 537.90 feet to the Northwest corner of that tract of land described in Deed from Imlah to Daughtry and Gesik and recorded in Film Volume 110, Page 1516, Deed and Mortgage Records, Yamhill County, Oregon; thence South 00°29' West 868.38 feet; thence East 2507.24 feet; thence North 01°00' West 1034.69 feet to the Northeast corner of said tract; thence West 1952.67 feet to the East line of the R. Matheny Donation Land Claim; thence South 03°00'12" East 166.40 feet to the point of beginning, said tract being Parcel 2 of Partition No. 1991-69 filed November 6, 1991, in Film Volume 3, Page 152, Plat Records, Yamhill County, Oregon.

**(d)** On June 5, 2014 KCK Properties, LLC applied for inclusion of 85 acres into the District: Yamhill County Tax Lot 4330-00400:

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 of 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 lane and he Northeast comer of this tract of land known as the "Gowdy" lands; also Northwest comer 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.

- 3. The total acreage in Palmer Creek Water District Improvement Company is 6,318.3 acres.
- 4. The Articles of Amendment to the Articles of Incorporation set forth above were approved by a majority of the acres voted by members of the corporation at the special meeting of the District held on August 20, 2015 at the offices of the Palmer Creek Water District Improvement Company at 14395 Wallace Road, Dayton, Oregon.

Palmer Creek Water District Improvement Company

By:

\_\_\_\_\_  
Robert May, President

\_\_\_\_\_  
Rick Wells, Secretary

State of Oregon            )  
  ) ss.  
County of Yamhill.        )

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by Robert May as President of Palmer Creek Water District Improvement Company.

Before me: \_\_\_\_\_  
Notary Public for Oregon





margin of the existing county road; thence South 13° 40' West 300 ft.; thence South 86° East 185 ft.; thence South 04° West 100 ft.; thence South 79° 10' East 260 ft.; thence North 83° 40' East 530 ft.; thence North 64° 05' East 144 ft.; thence North 01° 30' West 320 ft. to the point of beginning, in Yamhill County, Oregon.

9.58

Parcel 2: Beginning at a point 42.3 chains North and on the East line of the W. Jeffries D.L.C., T. 5 S., R. 3 W., W.M.; thence North 00° 20' East on the D.L.C. line 370 ft.; thence North 77° West 100 ft., South 68-1/2° West 100 ft., South 05° East 300 ft. South 71° 10' East 173 ft. to the point of beginning in Yamhill County, Oregon.

1.54

Parcel 3: Beginning 7.55 chains West and 38.4 chains North of the Southeast corner of the W. Jeffries D.L.C., T. 5 S., R. 3 W., W.M.; thence North 02° 20' East 340 ft., North 57° 42' West 86.9 ft., North 89° West 100 ft., South 42° West 260 ft.; South 07° West 155 ft., South 54° East 70 ft.; thence North 66° East 95 ft., South 66° East 120 ft., and North 84° East 100 ft. to the point of beginning, in Yamhill County, Oregon.

2.57

Parcel 4: Beginning at a point 55.70 chains North and 3.7 chains West of the Southeast corner of the W. Jeffries D.L.C., T. 5 S., R. 3 W., W.M.; thence South 89° 20' East 244.2 ft. to the East margin of the W. Jeffries D.L.C.; thence South 0° 20' West along the East line of the Donation Land Claim 316.28 ft.; thence West 234.0 ft.; thence North 01° 30' West 320 ft. to the point of beginning, in Yamhill County, Oregon.

1.74

Parcel 5: Beginning on the East boundary of the county road and the South line of the W. Jeffries D.L.C., T. 5 S., R. 3 W., W.M. at a point South 74° West 1,145 ft. from the Southeast corner of the W. Jeffries D.L.C.; thence North 74° East 270 ft., North 36° East 151.1 ft., North 60° 30' East 120 ft; thence South East margin of the county road; thence South to the point of beginning, in Yamhill County, Oregon.

4.78

Tract 20: Ted V. Zylstra and Annie Zylstra, Vendee purchasers.  
Jesse M. Hockema and Alris C. Hockema, Vendor sellers.

Beginning at a point North 18 chains and West 53.425 chains from the Southeast corner of the B. Robinson D.L.C., T. 4 S., R. 3 W., W.M.; thence West 2,500 ft; thence North 1° 20' E. 1,330 ft.; thence S. 88° E. 2,585 ft.; thence S. 87° 39' E. 1,660 ft.; thence S. 15° 10' W. 350 ft.; thence N. 87° 39' W. 650 ft.; thence S. 03° 54' W. 655.14 ft.; thence W. 882.29 ft.; thence S. 206.58 ft.; thence W. 105.31 ft. to the point of beginning, in Yamhill County, Oregon.

103.1

total 20.31  
Zylstra



4S 3W Sec 28, 33  
TL 1500

Recorded in Yamhill County, Oregon  
CHARLES STERN, COUNTY CLERK  
45.00  
199820644 11:19am 10/22/98  
001 078201 09 05 100000  
1 8 D08 3 15.00 10.00 20.00 0.00 0.00 0.00

MAIL TAX STATEMENTS TO:

Sweeney Living Trust  
1070 Ferry St.  
Dayton, OR 97114

AFTER RECORDING RETURN TO:

Samuel and Nancy Sweeney  
1070 Ferry St.  
Dayton, OR 97114

WARRANTY DEED

Samuel B. Sweeney and Nancy Lee Sweeney, Grantors, convey to Samuel B. Sweeney and Nancy L. Sweeney, Trustees, or their successors in trust, under the SWEENEY LIVING TRUST DATED June 3, 1998, and any amendments thereto, Grantee, the following described real property situated in the county of Yamhill, state of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO.

Grantors covenant that Grantors are seized of an indefeasible estate in the real property described above in fee simple, that Grantors have good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantors warrant and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantors, provided that the foregoing covenants are limited to the extent of coverage available to Grantors under any applicable standard or extended policies of title insurance, it being the intention of the Grantors to preserve any existing title insurance coverage.

This deed is executed to partially fund a trust of Grantors, and the true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "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 AND TO DETERMINE ANY

10-22-98

WARRANTY DEED (WHITNEY PLACE)  
H:\Doc\1000-7999\1070 FERRY ST DEED (5/7/98) (RIS-54)

1/3







EXHIBIT "A"

PARCEL NO. 1: Being a part of the Donation Land Claim of Benjamin M. Robinson and wife, Notification No. 1019, Claim #52 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, State of Oregon, said part being bounded as follows, to-wit:

Beginning at the Southeast corner of said Donation Land Claim; thence running West along the South line of said Claim and along center of county road 39.12 chains to iron pipe at Southwest corner of Lot 1 and Southeast corner of Lot 2, as shown by county survey No. 2759, which said survey is recorded at Page 235 of Book H., records of land surveys of Yamhill County, Oregon; thence North 2°52' East along line between said Lots 1 and 2, 30.875 chains to iron pipe at Northwest corner of said Lot 1 and angle corner of said Lot 2; thence South 87°39' East 25.145 chains to iron pipe; thence North 5.11 chains to iron pipe; thence South 87°39' East 11.73 chains to iron pipe on the East line of said D.L.C.; thence South 1°13' East along East line of said D.L.C., 34.44 chains to the place of beginning.

PARCEL NO. 2: Being a part of Lot 2 of County survey No. 2759 and beginning at iron pipe at the Southeast corner of said Lot 2; being on the South line of and 39.12 chains West from the Southeast corner of the B. M. Robinson Donation Land Claim, Notification No. 1019, Claim No. 52 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, and being a part of said Claim; thence North 2°52' East along line between Lots 1 and 2, 30.875 chains to iron pipe at the Northwest corner of Lot 1 and angle in Lot 2; thence North 87°39' West 0.401 chains; thence South 2°52' West parallel with East line of Lot 2, 30.90 chains to iron pipe set on the South line of said Claim; thence East 0.402 chains to beginning.

PARCEL NO. 3: Beginning at an iron pipe 0.402 chains West of the Southeast corner of Lot 2 of County Survey #2759 and 39.522 chains West of the Southeast corner of the Benjamin M. Robinson D.L.C.; Notification No. 1019, Claim No. 52 in Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon; thence West 13.903 chains; thence North 18 chains; thence East 1.593 chains; thence North 3.13 chains; thence East 13.368 chains to the West line of a 1.24 acre tract conveyed by Lona Stilwell to Sam C. Whitney and Gladys Whitney and recorded in Book 111, Page 687, Deed records of Yamhill County, Oregon; thence South 2°52' West along the West line of the above mentioned 1.24 acre tract 21.96 chains to the place of beginning.

The above premises are within and subject to the statutory powers of Palmer Creek Water District and are also subject to the rights of the public in streets, roads and highways.

WARRANTY DEED (WHITNEY PLACE)  
HEADQUARTERS 777707271871-5-DEED (5/27/98) (RUS/88)

3/3

10-22-98



5S 3W Sec 5 and 8  
TL 800

**Parcel 1: Beginning at the Northwest corner of the A. Kimsey D.L.C., T. 5 S., R. 3 W., W.M.; thence South  $02^{\circ}38'$  West 2,578.1 ft.; thence South  $87^{\circ}16'$  East 2,713.53 ft.; to the division line of the Kimsey D.L.C.; thence North  $02^{\circ}13'$  East 2,565.4 ft. to the North line of the Donation Land Claim; thence North  $87^{\circ}$  West 2,695 ft. to the point of beginning, in Yamhill County, Oregon. Excepting rights of the public over the existing county road.**

155.

**Parcel 2: Beginning at the Northwest corner of Lot #5, County Survey 2780; said point also being the Southwest corner of a 45 acre tract and on the division line of the Kimsey D.L.C., T. 5 S., R. 3 W., W.M.; thence along the center of the county road North  $87^{\circ}16'$  West 260 ft.; thence South  $03^{\circ}57'$  West along the east margin of the existing county road 550 ft.; thence North  $89^{\circ}40'$  East 870 ft.; thence South  $23^{\circ}40'$  East 605 ft.; thence South  $73^{\circ}13'$  East 388.02 ft.; thence North  $01^{\circ}39'$  East 1,115 ft.; thence North  $87^{\circ}16'$  West 1,222.3 ft. to the point of beginning, in Yamhill County, Oregon, Excepting rights of the public over the existing roadway.**

23.





## Legal Property Description

5S 3W Sec 17, TL 400

Map 4 of 6

1. On March 27, 2018 Agrirock Enterprises LCC applied for inclusion of 85 acres into the district as follows: The farmable 85 acre portion of Yamhill County Tax Lot R5317 00400, which tax lot is described as:

Beginning at an iron pipe set at the most Westerly Southwest corner of the Albert Gaines D.L.C. Notification No. 1845, Claim No. 50, in Township 5 South, Range 3 West of the Willamette Meridian in said Yamhill County, State of Oregon, said beginning point or corner being also the Southeast corner of the Woodson Jeffries Claim; thence North  $73^{\circ}26'$  East between the D.L.C. of said Albert Gaines and the John Richardson D.L.C., 15.20 chains to iron pipe at angel corner of the said Albert Gaines D.L.C. and Northeast corner of said John Richardson D.L.C.; thence South  $4^{\circ}23'$  East on line between the said D.L.C. of Albert Gaines and said John Richardson D.L.C. 11.15 chains to a stone at the Northwest corner of the D.B. Matheney Claim and in center of County Road now there; thence East along the center of said County Road and on line between said D.L.C. of Albert Gaines and said D.B. Matheney Claim 30.325 chains to iron pipe set for the Southeast corner of Lot No. 1, as shown by County Survey No. 2619 of County Surveys of said County; thence North  $05'$  East 22.44 chains to iron pipe on South line of County Survey No. 1497 1/2; thence West with line of said County Survey No. 1497 1/2, 45.525 chains to point in creek on the West line of said Donation Land Claim of Albert Gaines above named, as set in said County Survey No. 1497 1/2 thence South  $55'$  West along the West line of said D.L.C. of Albert Gaines above named, and on East line of said Jeffries Claim above named 15.67 chains to point of beginning and being Lot No. 1 as same is described in County Survey No. 2619, of County Surveys of said Yamhill County, Oregon, said survey duly recorded at Page 149 of Book "H" of Record of Land Surveys of said Yamhill County Oregon. SAVE AND EXCEPTING that portion conveyed to Yamhill County for roadway as described in Deed recorded December 13, 1955, Book 179, Page 232, Deed Records.



## Legal Description

5S 3W Sec 29 and 32, TL 1300

## Place of Use

4. On May 5, 2017, David Withee, trustee of the Margaretha V. Withee Revocable Trust applied for inclusion of 75 acres into the District: A 75 acre portion of Yamhill County Tax Lot R5329 01300, the tax lot is described as follows:

Tract 1. Part of the John Kirkwood Donation Land Claim No. 64 in Township 5 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon described as follows: Beginning at the Northeast corner of said Claim, thence South 26.20 chains to a stake on the East line of said Claim; thence West 11.45 chains to a stake; thence North 26.20 chains to a stake on the North line of said Claim; thence East 11.45 chains to place of beginning. Tract 2. Part of the Mark Sawyer Donation Land (Claim No. 59 in Township 5 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows: Beginning at the Southwest corner of said Claim; thence North 49.35 chains; thence East 15.58 chains; thence South 49.35 chains; thence West 15.58 to place of beginning. Tract 3. Being a part of the Albert Gaines Donation Land Claim No. 50 in Section 17, Township 5 South, Range 3 West and a part of U.S. Lots 4 and 5 in Section 16. Township S South, Range 3 West, Willamette Meridian, Yamhill County, Oregon, more particularly described as follows: Beginning at the Southeast corner of that certain tract of land conveyed to A.P. Robertson by deed recorded May 29, 1873, in Book M, page 55, Deed Records said point being East 231.0 feet and South 1963.5 feet of the Northwest corner of Section 16, Township 5 South, Range 3 West, Willamette Meridian, Yamhill County, Oregon, thence South 1377.42 feet more or less to the Northeast corner of that certain tract conveyed to James Claude Shelburne et ux, by deed recorded October 4, 1963, Film Volume 33, page 5, Deed and Mortgage records being also the Southeast corner of C.S. 1497; thence West along the North line of said Shelburne tract and the South line of C.S. 1497, 2382.27 feet to Northwest corner of said Shelburne tract being also the Northeast corner of that certain tract conveyed to X. J. Dauenhauer et ux by deed recorded October 3, 1949 in Book 154, page 602, Deed Records; thence continuing West along the North line of said Dauenhauer tract and the South line of said C.S. No. 1497, 3004.65 feet to the West line of the said Albert Gaines Donation Land Claim; thence North along the West line of said Donation Land Claim 1377.42 feet, more or less, to the South line of the aforementioned A.P. Robertson tract; thence East along the South line of said Robertson tract 5336.60 feet to the place of beginning. To Have and to Hold the same unto the said Grantee and Grantee's successors and assigns forever.

EASEMENT AGREEMENT

COPY

In consideration of the mutual promises set forth herein, ROBERT JANZEN and BETTY JANZEN, husband and wife (hereinafter referred to as "Grantors") hereby grant to MARGARETHA WITHEE (hereinafter referred to as "Grantee") an Easement for an irrigation water line across the following described real property:

See Exhibit "A" which is attached hereto.

Grantee shall have the right to maintain and make repairs to the irrigation line that runs across said Easement, provided however that unless the irrigation water line is damaged by Grantors or their agents, Grantee shall be solely responsible for all such repairs and maintenance, and shall be solely responsible for payment of the cost of said repairs and maintenance. In the event the irrigation water line is damaged by Grantors or their agents, Grantors shall be responsible for making all necessary repairs, and Grantors shall be solely responsible for payment of the cost of such repairs. When maintenance and/or repair work is done to the irrigation water line that runs across the Easement, the party responsible for such repairs and maintenance shall be solely responsible for restoring the surface land of the Easement to its original condition in any areas where such maintenance and repair work has been done.

Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the Easement strip for purposes of access. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the Easement strip. Grantee assumes all risk arising out of her use of the Easement strip and Grantors shall have no liability to Grantee or others for any condition existing thereon, except such conditions as may be caused by the negligence or intentional conduct of Grantors or their agents.

This Easement shall be appurtenant to the following described real property owned by Grantee:

Part of the John Kirkwood Donation Land Claim #64 in Township 5 South, Range 3 West of the Willamette Meridian, described as follows: Beginning at the Northeast corner of said Claim; thence South 26.20 chains to a stake on the East line of said Claim; thence West 11.45 chains to a stake; thence North 26.20 chains to a stake on the North line of said Claim; thence East 11.45 chains to place of beginning.



This Easement shall be perpetual and is granted subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

GRANTORS:

GRANTEE:

Robert Janzen  
ROBERT JANZEN

Margaretha Withee  
MARGARETHA WITHEE

Betty Janzen  
BETTY JANZEN

STATE OF OREGON     )  
                          ) *Marion* ss.  
COUNTY OF MARION )

On the 17 day of August, 1992, personally appeared before me ROBERT JANZEN and BETTY JANZEN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Eric Lehman  
Notary Public for Oregon  
My Commission Expires: 2-15-94

STATE OF OREGON     )  
                          ) ss.  
COUNTY OF MARION )

On the 17<sup>th</sup> day of August, 1992, personally appeared before me MARGARETHA WITHEE and acknowledged the foregoing instrument to be her voluntary act and deed.

Diana J. Kessler  
Notary Public for Oregon  
My Commission Expires: 4-24-93

DESCRIPTION FOR WATERLINE EASEMENT  
IN THE NORTH 1/2 OF SECTION 29, T.5 S., R.3 W., W.M.

AN EASEMENT 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF AN EXISTING ROADWAY THAT IS 1758.85 FEET NORTH 80°02'23" WEST FROM THE NORTHEAST CORNER OF THE JOHN KIRKWOOD DONATION LAND CLAIM NUMBER 64 IN SECTION 29, TOWNSHIP 5 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON; THENCE NORTH 88°02'23" EAST 27.48 FEET; THENCE ON THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT 74.89 FEET (LONG CHORD BEARS SOUTH 56°12'26" EAST 70.12 FEET); THENCE SOUTH 20°27'03" EAST 96.73 FEET; THENCE ON THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT 88.03 FEET (LONG CHORD BEARS SOUTH 31°39'32" EAST 87.47 FEET); THENCE SOUTH 42°52'02" EAST 109.78 FEET; THENCE ON THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT 117.59 FEET (LONG CORD BEARS SOUTH 65°19'32" EAST 114.60 FEET); THENCE SOUTH 87°47'03" EAST 635 FEET, MORE OR LESS TO THE WEST LINE OF TAX LOT 1300. THE BASIS OF BEARINGS OF THIS DESCRIPTION IS THE EAST LINE OF THE JOHN KIRKWOOD DONATION LAND CLAIM NUMBER 64 AS SHOWN ON RECORDED SURVEY CSP 9694, WHICH IS NORTH 0°55'50" EAST.

NDS/ks  
6/2/92

EXHIBIT A



## Legal Description

5S 3W Sec 32, TL 100 and 200

Map 5 of 6

3. On May 1, 2018, Harlan E. Miersma, Jr. and Hillary Jo Miersma, Co-Trustees of the Miersma Family Trust, Established September 20, 2010 DBA applied for inclusion of 180 acres into the district: a 180 acre portion of Yamhill County Tax Lots R5332 00200 and R5332 00100, the tax lots are described as follows:

PARCEL 1. Being a part of the Adam Matheny Donation Land Claim No. 60, Notification No. 1633, Section 32 in Township 5 South, Range 3 West of the Willamette Meridian, being and beginning at a point on the North line of and East 1469.0 feet from the Northwest corner of said Matheny Claim; and running thence South 2083.6 feet; thence East 1852.8 feet to the East line of tract described in Deed recorded July 22, 1952, in Book 166, Page 406, Deed Records; and the West line of County Survey No. 2434; thence North along said last mentioned line 2083.6 feet to the North line of said Matheny Claim; thence West along the North line of said Matheny Claim, 1852.8 feet to the place of beginning.

PARCEL 2. BEGINNING at the Northeast corner of the Donation Land Claim of Adam Matheny, Notification No. 1633, Claim No. 60 in Sections 23 and 33 in Township 5 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon; thence running West 50 chains; thence South 32 chains; thence East 50 chains to the East line of said Donation Land Claim; thence North 32 chains to the point of beginning. SAVING AND EXCEPTING THEREFROM about 20 acres of land off of the East end thereof willed to the State of Oregon under Paragraph 5 of the Will of Maud Williamson, dated January 4, 1934, recorded in Book "G", Page 296 of the Records of Wills for Yamhill County, Oregon. FURTHER EXCEPTING THEREFROM that tract conveyed to the State of Oregon by and through its State Highway Commission by Deed recorded October 12, 1961 in Film Volume 19, Page 165, Deed and Mortgage Records.

PARCEL 3. A tract of land in the John Kirkwood Donation Land Claim No. 64 in Sections 29 and 32, Township 5 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows: Beginning at a point on the South line of said Kirkwood Claim that is 1566.35 feet West of the Southeast corner of said Claim; thence North 718.0 feet; thence East parallel with the South line of said Claim, 303.0 feet; thence South 718.0 feet to a point on the South line of said Claim; thence West 303.0 feet the point of beginning.

4. On May 5, 2017, David Withee, trustee of the Margaretha V. Withee Revocable Trust applied for inclusion of 75 acres into the District: A 75 acre portion of Yamhill County Tax Lot R5329 01300, the tax lot is described as follows:

Tract 1. Part of the John Kirkwood Donation Land Claim No. 64 in Township 5 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon described as follows: Beginning at the Northeast corner of said Claim, thence South 26.20 chains to a stake on the East line of said Claim; thence West 11.45 chains to a stake; thence North 26.20 chains to a stake on the North line of said Claim; thence East 11.45 chains to place of beginning.

Tract 2. Part of the Mark Sawyer Donation Land (Claim No.

59 in in Township 5 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon, described as follows: Beginning at the Southwest corner of said Claim; thence North 49.35 chains; thence East 15.58 chains; thence South 49.35 chains; thence West 15.58 to place of beginning. Tract 3. Being a part of the Albert Gaines Donation Land Claim No. 50 in Section 17, Township 5 South, Range 3 West and a part of U.S. Lots 4 and 5 in Section 16. Township S South, Range 3 West, Willamette Meridian, Yamhill County, Oregon, more particularly described as follows: Beginning at the Southeast corner of that certain tract of land conveyed to A.P. Robertson by deed recorded May 29, 1873, in Book M, page 55, Deed Records said point being East 231.0 feet and South 1963.5 feet of the Northwest corner of Section 16, Township 5 South, Range 3 West, Willamette Meridian, Yamhill County, Oregon, thence South 1377.42 feet more or less to the Northeast corner of that certain tract conveyed to James Claude Shelburne et ux, by deed recorded October 4, 1963, Film Volume 33, page 5, Deed and Mortgage records being also the Southeast corner of C.S. 1497; thence West along the North line of said Shelburne tract and the South line of C.S. 1497, 2382.27 feet to Northwest corner of said Shelburne tract being also the Northeast corner of that certain tract conveyed to X. J. Dauenhauer et ux by deed recorded October 3, 1949 in Book 154, page 602, Deed Records; thence continuing West along the North line of said Dauenhauer tract and the South line of said C.S. No. 1497, 3004.65 feet to the West line of the said Albert Gaines Donation Land Claim; thence North along the West line of said Donation Land Claim 1377.42 feet, more or less, to the South line of the aforementioned A.P. Robertson tract; thence East along the South line of said Robertson tract 5336.60 feet to the place of beginning. To Have and to Hold the same unto the said Grantee and Grantee's successors and assigns forever.



**CRAIG, BRAND, LAKE & HART**  
**ATTORNEYS AT LAW**

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

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

October 26, 1999

JAMES E. CRAIG  
Retired 1994

Legal Descriptions for Palmer Creek Delivery System

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

RE: *Easements*

Dear Sam:

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

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

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

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

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

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

E-1 is 50 feet wide;

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

Easement E-2B is 35 feet wide;

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

E-3 from Geisler is 50 feet wide;

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

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

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

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

Please let me know if you have any questions.

Yours truly,



Jerry B. Hart

JBH:cjr

Enclosures

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



(E-1)

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

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

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

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

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

See attached sheet.

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

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

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

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

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



William L. Curbing  
Notary Public for Oregon

My Commission Expires: May 25, 1968

37-100

Robert M. and Thelma Caldwell

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

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

STATE OF OREGON,

89205

County of Yamhill

I, JACK BEELER, County Clerk for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 841 of Volume 19 of the Records of Deeds for said County, on this 1st day of August, A. D. 1961 at 9:15 o'clock, A.M.

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

JACK BEELER, County Clerk

By Diane Hill Deputy

300



Disc - 5

VO EASEMENT

(E-2)

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

hereafter called Grantors,

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

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

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

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

See attached sheet

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

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

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

Thurlow F. Gingerich (SEAL)  
Joyce E. Gingerich (SEAL)

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 1967.



Richard L. Luchman  
Notary Public for Oregon

My Commission Expires: May 25, 1968

Thurlowe F. and Joyce E. Gingerich

A. That parcel of land 12.5 feet in width in the Northwest Quarter of Section 5, Township 6 South, Range 3 West and the West One-Quarter of Section 32, Township 5 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of those properties conveyed to Thurlowe F. and Joyce E. Gingerich by deeds recorded in Film Volume 52, Pages 864 and 865, and Film Volume 43, Page 605, Yamhill County Record of Deeds, the easterly boundary line of said 12.5 foot strip being described as follows:

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

B. And Also, a 55 foot strip of land in said Gingerich tract described in Film Volume 58, Pages 864 and 865, lying 12.5 feet left and 22.5 feet right of the following described line:

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

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

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

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

STATE OF OREGON,

89209

County of Yamhill,

I, JACOB BEGLER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been duly recorded on Page 848 of Volume 61 of the records of Deeds for said County, on this 1st day of August, A. D. 1962 at 9:20 o'clock, A.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal  
JACOB BEGLER, County Clerk  
By: Donna Hall Deputy

3 12

31



## EASEMENT

(E-3)

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

hereafter called Grantors,

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

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

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

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

See attached sheet.

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

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

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

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

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

Holland A. [Signature]  
 Notary Public for Oregon

My Commission Expires: 5-25-68

John F. Geisler

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

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

89208

STATE OF OREGON, }  
County of Yamhill. } ss.  
I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me recorded on Page 846 of Volume 61 of the records of Deeds for said County, on this 1st day of August, A. D. 1917 at 2:11 o'clock P.M. In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.  
JACK BEELER, County Clerk  
By: James M. [Signature] Deputy

30-



E-4

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

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

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

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

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

See attached sheet.

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

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

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

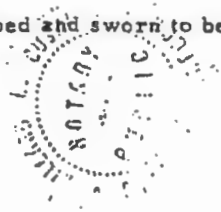
Clements Schrock (SEAL)

Anna May Schrock (SEAL)

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

[Signature]  
Notary Public for Oregon

My Comm. Expires: 5-25-68



535-110

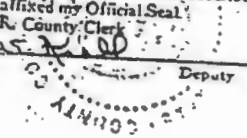
VOL 61 PAGE 844

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

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

STATE OF OREGON. } 89207  
 County of Yamhill. } ss.  
 I, JACK BEELER, County Clerk in and for said County and State,  
 do hereby certify that the within Instrument of Writing was  
 received and has been by me duly recorded on Page 844 of Volume  
 61 of the Records of Deeds for said County, on this  
 1st day of August A. D. 1914 at 9:14 o'clock P. M.  
 In testimony whereof, I have hereunto subscribed  
 my name and affixed my Official Seal.  
 JACK BEELER, County Clerk  
 By James H. Wood Deputy

300





E-5

WITNESSETH, that for and in consideration of the sum of

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

hereby acknowledged, we Lloyd L. and Mary Lind

hereafter called Grantors,

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25<sup>th</sup> day of July, 1967.

Boyd R. Lind (SEAL)  
Mary Lind (SEAL)

Subscribed and sworn to before me this 28<sup>th</sup> day of July, 1967.

Reuben J. Beaman  
Notary Public for Oregon



My Commission Expires: 2-27-70

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

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

*EFB*

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

hereafter called Grantors,

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

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

*LJW E.W.*

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

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

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

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

*LJW E.W.*

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5<sup>th</sup>

day of July, 1967.

Eugene Wilson (SEAL)  
Lenna J. Wilson (SEAL)

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 1967.

H. Charles Cushing  
Notary Public for Oregon



No. 89206  
Filed August 1 1967 My Commission Expires: 5-25-68  
By Jack Berlin Deputy  
Doris Hall Deputy  
9:17 AM



6305-400

VOL 61 PAGE 352  
EASEMENT

No. 89212 130 9:29 AM

Filed August 1 1967

JACK BECKER, COUNTY CLERK

Daniel Hall Deputy

(E)

WITNESSETH, that for and in consideration of the sum of

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

heraby acknowledged, we F. J. and Janice M. Gingerich

hereafter called Grantors,

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

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

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

(A)

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows: That parcel of land 17.5 feet in width in Sections 4 and 5, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of that property conveyed to E. J. and Janice M. Gingerich by deed recorded in Film Volume 36, Page 259, Yamhill County Record of Deeds, the southerly boundary line of said 17.5 foot strip being described as the southerly boundary line of said Gingerich tract, 4150 feet, more or less, from the southwesterly corner of said tract to the westerly right of way line of the Salem-Dayton Highway.

(B)

And Also, a 22.5 foot strip of land the westerly boundary line being described as the westerly boundary line of said Gingerich tract, 575 feet, more or less, from the northerly boundary of the aforementioned 17.5 foot strip of land to the southerly boundary line of that tract of land conveyed to E. E. & L. J. Wilson by deed recorded in Volume 111, Page 32. To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31<sup>st</sup>

day of July, 1967.

E. J. Gingerich (SEAL)

Janice M. Gingerich (SEAL)

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 1967.

Paul J. Williams  
Notary Public for Oregon

My Commission Expires: 10-28-68

E-8

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

\_\_\_\_\_ hereafter called Grantors,

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

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

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

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

(See Attached Sheet)

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

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

\* lying along the Salem-Dayton Highway only.

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

day of July, 1967.

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

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

Dorothy S. Hignam  
Notary Public for Oregon

My Commission Expires: 2-22-70



Lloyd L. and Mary Lind

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

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

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

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

STATE OF OREGON, }

89211

County of Yamhill }

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 831 of Volume 61 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967 at 9:27 o'clock P.M.

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

JACK BEELER, County Clerk

By Janice P. ... Deputy

310



KNOW ALL MEN BY THESE PRESENTS, That H. W. TORBET and GLADYS N. TORBET, husband and wife, and LLOYD L. LIND and MARY LIND, husband and wife,

in consideration of Ten and No/100 ----- Dollars,

to them paid by PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, an Oregon corporation

do hereby grant, bargain, sell and convey unto said Palmer Creek Water District Improvement Company, an Oregon corporation,

its successors ~~and~~ and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Yamhill and State of Oregon, bounded and described as follows, to-wit:

That parcel of land situate in the George K. Gay Donation Land Claim No. 58, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, which is more particularly described as follows:

Beginning at a point on the easterly right of way line of the Salem-Dayton Highway, said point being southerly 32 feet, along said right of way line, from the Southwest corner of that tract of land conveyed to Roy C. and Charlotte A. Gifford on July 20, 1965, and recorded in Film Volume 46, Page 784, Yamhill County Record of Deeds and running thence from the true point of beginning;

Southerly along said easterly right of way line 154 feet, said easterly right of way line being the arc of a 3779.72 foot radius curve to the left;

thence South  $73^{\circ} 20' 48''$  East 156 feet, more or less along the radius of said curve left to the easterly boundary line of the George K. Gay Donation Land Claim No. 58, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon;

thence Northerly along said easterly donation land claim boundary line to a point on a line parallel to the southerly boundary line of said Gifford tract, said point bears South  $71^{\circ}$  East from the point of beginning;

thence North  $71^{\circ}$  West 130 feet, more or less, along said line to the point of beginning and containing 0.5 acres of land, more or less.

This is a correction deed executed for the purpose of correcting the description contained in that certain deed dated June 20, 1967 from the above named grantors to the above named grantee and recorded on June 29, 1967 in Film Volume 61, Page 146, Deed Records, Yamhill County, Oregon.

TO HAVE AND TO HOLD, the above described and granted premises unto the said Palmer Creek.....



***ATTACHMENT C***  
***BOR Contract***



# United States Department of the Interior

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

**AUG 15 2018**

IN REPLY REFER TO:

PN-6324  
2.2.4.22

Palmer Creek Water District Improvement Company  
14395 SE Wallace Rd.  
Dayton, OR 97114

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

Dear Sirs and/or Madams:

This letter is regarding your application for water service. Enclosed for your consideration are three copies of the current form of a water service contract, which would make irrigation water from the Willamette River Basin Project available to Palmer Creek Water District Improvement Company, beginning with the 2018 irrigation season.

Article 6 of the contract requires a payment of \$7,788 for the first irrigation season of water service be made now to receive up to 973.5 acre-feet of stored water for irrigation on 389.4 acres. The annual payment for use of stored water is based on an initial rate of \$8 per acre-foot of stored water, provided that such annual payment shall, as a minimum, be the greater of \$2 per acre or \$50, and that the rate per acre-foot of stored water and the minimum payment be reviewed periodically by this office and revised if necessary.

As set forth in the contract, this office will consider adjusting the water service payment down based on information as to the amount of stored water delivered during the irrigation season, provided such information is received by December 1 of that year.

If you find the contract acceptable, please have an authorized official of Palmer Creek Water District Improvement Company sign two copies of the proposed contract, have the signatures notarized, and return the two signed contracts to this office (Attn: PN-6324), along with a payment of \$7,788 for the 2018 irrigation season.

If any information in the contract should be changed (such as the land description in Article 5, the diversion points in Article 9, or the mailing address in Article 17), please include this information along with the signed contracts and payment due so that we can insert the correct information before executing the contract on behalf of the United States. Any future contract actions will be charged a fee as described in Article 7.

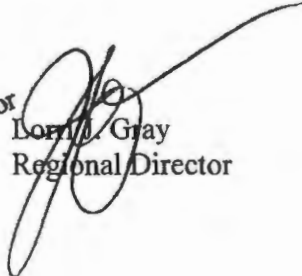


When we receive the completed contracts and the payment described above for the 2018 irrigation season, the contract can be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. We will then send you an executed original contract for your records, and a copy to the Oregon Water Resources Department (OWRD). Once provided with a copy of the executed water service contract, OWRD may then be able to proceed with issuing the required permit to divert stored water.

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

Sincerely,

Acting for

  
Lorrin J. Gray  
Regional Director

Enclosure – 3 copies

Contract No.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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Contract No.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

**CONTRACT FOR WATER SERVICE**

THIS CONTRACT, made this \_\_ day of \_\_\_\_\_, 2018, 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 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, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, PN-BFO-CE-2018-063, approved on June 13, 2018.

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:

See Attachment A

Of the land described, not more than 389.4 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 973.5 acre-feet of stored water annually, measured at the point of delivery of said water.

**PAYMENTS FOR WATER**

6. (a) An annual payment of \$7,788 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$7,788 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 973.5 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.

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

### CONTRACT ADMINISTRATION FEES

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:

4700 feet north and 1290 feet east of southeast corner of Section DLC 58,  
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.

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

## CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

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

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

### TERM OF CONTRACT

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.

### 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.

### **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 Palmer Creek Water District Improvement Company, 14395 SE Wallace Rd., Dayton, OR 97114. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

## GENERAL PROVISIONS

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

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



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

**PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY**

By: \_\_\_\_\_  
Signature and Title

STATE OF OREGON )

: ss

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the official of **PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY**, for the uses and purposes therein mentioned, and on oath stated that he/she/they (*circle one*) is/are authorized to execute said instrument on its behalf.

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

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of OREGON  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\*\*\*\*\*

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Regional Director, PN Region  
Bureau of Reclamation  
1150 N. Curtis Road  
Boise, ID 83706-1234

STATE OF IDAHO)  
                                  : ss  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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

(SEAL)

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



**GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT**

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION

(d). 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

(e). 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

(f). 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

(g). 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

(h). (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

(i). 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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of

enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(k). (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

(l). (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

(m). (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

(n). 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.

					2018 BOR ACRES	
Farmer	Twp	Rng	Sec	1/4 1/4	Primary	Supplemental
ACMPC	4S	3W	21	SWNE	6.9	
	4S	3W	21	NENW		10.6
	4S	3W	21	NWNW		0.2
	4S	3W	21	SENE	16.4	7.2

Hayward	4S	3W	20	SWNE	0.1	
	4S	3W	20	SENE	1.4	


Kreder	4S	3W	30	Field 1	17.0	
	4S	3W	31		12.3	
	4S	3W	30		14.5	
	4S	3W	31		9.9	
	4S	3W	30	Field 2	1.2	
	4S	3W	30		1.0	
	4S	3W	29		2.8	
	4S	3W	29		4.3	

Zylstra	4S	3W	32	NWNE	4.9	
	4S	3W	32	NENW	3.4	

Koernig	5S	3W	5	SWSW		0.2
	5S	3W	5	SESW	5.4	0.8

Richardson	5S	3W	8	SENE	0.7	
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S-03680



					2018 BOR ACRES	
Farmer	Twp	Rng	Sec	¼ ¼	Primary	Supplemental

Gaibler	5S	3W	17	NESW	0.2	
	5S	3W	17	NWSW	0.5	2.5
	5S	3W	17	SWSW		2.3
	5S	3W	17	SWSE	13.5	3.3
	5S	3W	17	SWSE	6.3	

Whitee	5S	3W	29	NWSE	1.1	
	5S	3W	29	SWSE		6.2
	5S	3W	29	SESE		6.2
	5S	3W	32	NENE		4.1
	5S	3W	32	NWNE		6.2

Miersma	5S	3W	32	NENE	21.6	
	5S	3W	32	NWNE	6.2	
	5S	3W	32	SWNE	10.7	
	5S	3W	32	SENE	39.8	
	5S	3W	32	NESE	1.2	
	5S	3W	32	NWSE	0.5	
	5S	3W	33	NWNW	17.9	
	5S	3W	33	SWNW	32.3	
	5S	3W	33	NWSW	0.6	

**TOTALS                    254.6                    49.8**

**RECEIVED  
MAR 19 2019  
OWRD**

Q-1221077

STATE OF OREGON

COUNTIES OF LANE, LINN, AND MARION

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

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

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

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

The reservoirs are located as follows:

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

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



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

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

**LOOKOUT POINT RESERVOIR  
WITHIN PORTIONS OF THE FOLLOWING:**

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

**DETROIT RESERVOIR  
WITHIN PORTIONS OF THE FOLLOWING:**

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



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

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

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

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

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

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

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

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

THIS CERTIFICATE ISSUED TO

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

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

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

The reservoir is located as follows:

**HILLS CREEK RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

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

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

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

SEE NEXT PAGE



**COUGAR RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

**BLUE RIVER RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

**FALL CREEK RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

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

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

**FOSTER RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

SEE NEXT PAGE

**GREEN PETER RESERVOIR**

WITHIN PORTIONS OF THE FOLLOWING:

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

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

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

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

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

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

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

S **Steven P. Applegate**

Martha O. Fagel

Recorded in State Record of Water Right Certificates numbered 72756.



***ATTACHMENT D***  
*Acre Listing*

					2018 BOR ACRES	
Farmer	Twp	Rng	Sec	¼ ¼	Primary	Supplemental
ACMPC	4S	3W	21	SWNE	6.9	
	4S	3W	21	NENW		10.6
	4S	3W	21	NWNW		0.2
	4S	3W	21	SENE	16.4	7.2

Hayward	4S	3W	20	SWNE	0.1	
	4S	3W	20	SENE	1.4	

Aebi/KCK	4S	3W	30	SWNW	12.4	
	4S	3W	30	SENE	22.7	
	4S	3W	30	NESW	27.0	
	4S	3W	30	NWSW	22.9	

Kreder	4S	3W	30	Field 1	17.0	
	4S	3W	30		12.3	
	4S	3W	30		14.5	
	4S	3W	30		9.9	
	4S	3W	30	Field 2	1.2	
	4S	3W	30		1.0	
	4S	3W	29		2.8	
	4S	3W	29		4.3	

Zylstra	4S	3W	32	NWNE	4.9	
	4S	3W	32	NENW	3.4	

Koenig	5S	3W	5	SWSW		0.2
	5S	3W	5	SESW	5.4	0.8

Richardson	5S	3W	8	SENE	0.7	
------------	----	----	---	------	-----	--



Farmer	Twp	Rng	Sec	¼ ¼	Primary	Supplemental

Gaibler	5S	3W	17	NESW	0.2	
	5S	3W	17	NWSW	0.5	2.5
	5S	3W	17	SWSW		2.3
	5S	3W	17	SWSE	13.5	3.3
	5S	3W	17	SWSE	6.3	

Whitee	5S	3W	29	NWSE	1.1	
	5S	3W	29	SWSE		6.2
	5S	3W	29	SESE		6.2
	5S	3W	32	NENE		4.1
	5S	3W	32	NWNE		6.2

Miersma	5S	3W	32	NENE	21.6	
	5S	3W	32	NWNE	6.2	
	5S	3W	32	SWNE	10.7	
	5S	3W	32	SENE	39.8	
	5S	3W	32	NESE	1.2	
	5S	3W	32	NWSE	0.5	
	5S	3W	33	NWNW	17.9	
	5S	3W	33	SWNW	32.3	
	5S	3W	33	NWSW	0.6	

**TOTALS                    339.6                    49.8**

***ATTACHMENT E***  
*Underlying Primary Certificates*



STATE OF OREGON  
 COUNTY OF YAMHILL  
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

ACMPC OREGON 3, LLC  
 PO BOX 717  
 JEFFERSON, OR 97352

confirms the right to the use of water perfected under the terms of Permit S-25368. The amount of water used to which this right is entitled is limited to the amount used beneficially, and shall not exceed the amount specified, or its equivalent in the case of rotation, measured at the point(s) of diversion from the source. The specific limits and conditions of the use are listed below.

SOURCE OF WATER: PALMER CREEK, A TRIBUTARY OF YAMHILL RIVER

PURPOSE OR USE: IRRIGATION OF 18.0 ACRES

MAXIMUM RATE: 0.23 CUBIC FOOT PER SECOND

DATE OF PRIORITY: FEBRUARY 26, 1958

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
4 S	3 W	WM	16	SW SE	49	950 FEET NORTH AND 1980 FEET WEST FROM SE CORNER, SECTION 16

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

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

Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
4 S	3 W	WM	21	NE NW	49	10.6
4 S	3 W	WM	21	NW NW	49	0.2
4 S	3 W	WM	21	SE NW	49	7.2

The quantity of water diverted at the new point of diversion shall not exceed the quantity of water lawfully available at the original point of diversion described as follows:

Twp	Rng	Mer	Sec	Q-Q	DLC
4 S	3 W	WM	21	NW NW	49

**NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW**

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482. Pursuant to ORS 183.482, ORS 536.075 and OAR 137-003-0675, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

When required by the Department, the water user shall install and maintain a headgate, an in-line flow meter, weir, or other suitable device for measuring and recording the quantity of water diverted. The types and plans of the headgate and measuring device must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.

The water user shall maintain and operate fish screening as required by the Oregon Department of Fish and Wildlife at the new point of diversion.

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

This certificate is issued to confirm a change in POINT OF DIVERSION approved by an order of the Water Resources Director entered MAY 26, 2005, at Special Order Volume 64, Page 521, approving Transfer Application 9506 supersedes Certificate 28522, State record of Water Right Certificates.

Issued           AUG 24 2016          .

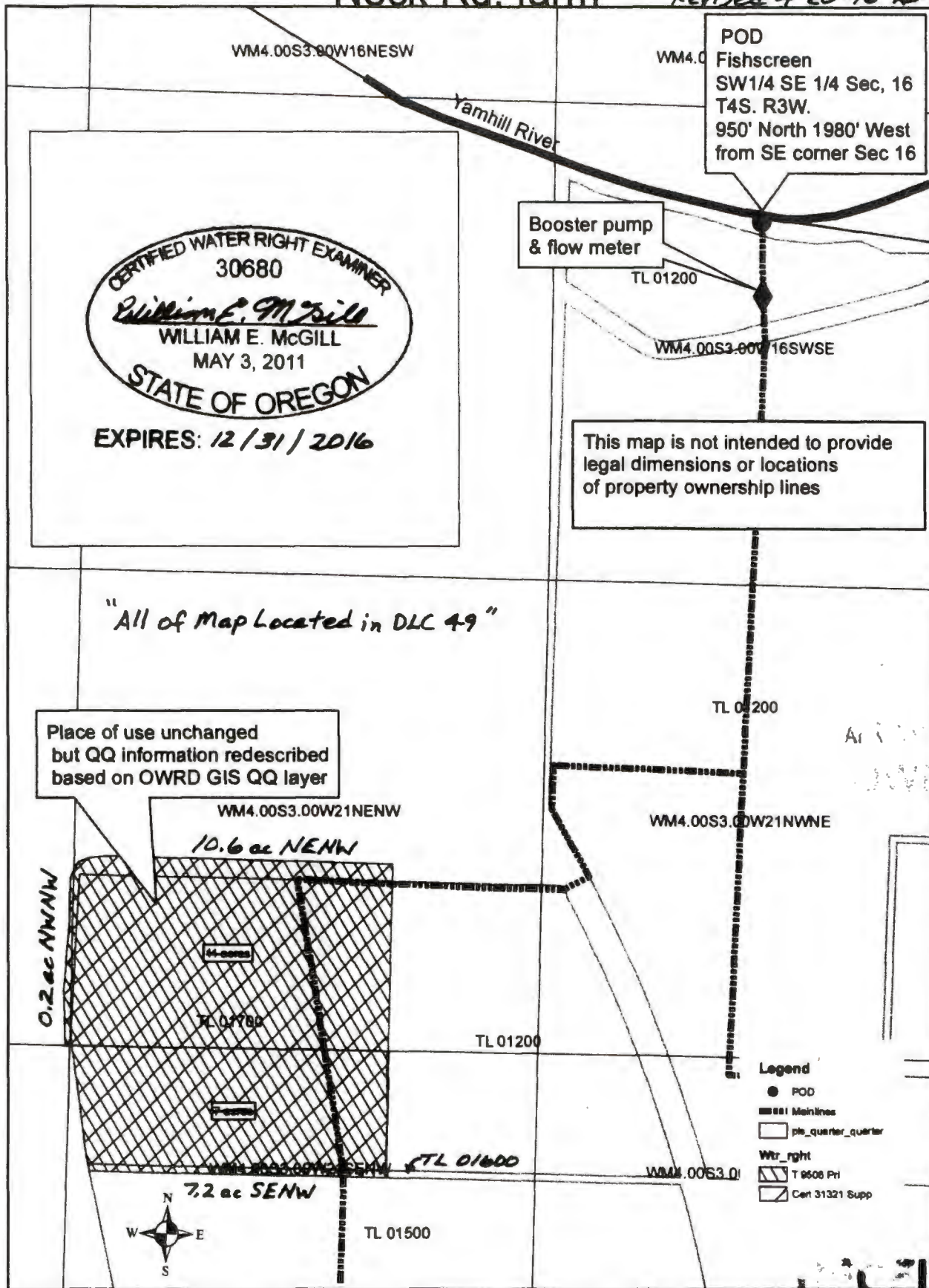


Dwight French  
Water Right Services Division Administrator, for  
Thomas W. Byler, Director  
Oregon Water Resources Department



# ACMPC Oregon 3, LLC Neck Rd. farm

Revised 4-20-16 ~~WEM~~



CERTIFIED WATER RIGHT EXAMINER  
30680  
*William E. McGill*  
WILLIAM E. MCGILL  
MAY 3, 2011  
STATE OF OREGON  
EXPIRES: 12/31/2016

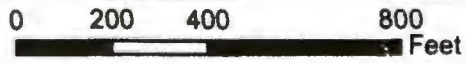
Booster pump & flow meter

POD  
Fishscreen  
SW1/4 SE 1/4 Sec. 16  
T4S. R3W.  
950' North 1980' West  
from SE corner Sec 16

This map is not intended to provide legal dimensions or locations of property ownership lines

Place of use unchanged but QQ information redescribed based on OWRD GIS QQ layer

"All of Map Located in DLC 49"



RECEIVED

Application S 32148  
Transfer 9506 COBU map  
Prepared by Stevenson/McGill

MAR 11 2016

WATER RESOURCE DEPARTMENT  
OREGON

STATE OF OREGON

COUNTY OF YAMHILL

CERTIFICATE OF WATER RIGHT

This Is to Certify, That FRANK ARMENTROUT

of Route 2, Dayton, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Palmer Creek a tributary of Yamhill River for the purpose of irrigation under Permit No. 20165 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from January 3, 1951

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.334 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE 1/4 NW 1/4, as projected within Kimsey DLC #13, Section 8, Township 5 South, Range 3 West, W. M.

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

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

10.4 acres in the SE 1/4 SW 1/4
8.2 acres in the SW 1/4 SW 1/4
Section 5
3.2 acres in the NW 1/4 NW 1/4
8.2 acres in the NE 1/4 NW 1/4
Section 8
Township 5 South, Range 3 West, W. M.
all as projected within Kimsey DLC #13

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed this 7th day of February, 1951.

LEWIS A. STANLEY
State Engineer



STATE OF OREGON  
 COUNTY OF YAMHILL  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify, That X. J. & IDA M. DAUENHAUER**

of Route 1, Box 195, Dayton, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Palmer Creek & reservoir constructed under App. No. R-26892, Per. No. R-1334, a tributary of Yamhill River for the purpose of irrigation under Permit No. 21131 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from February 25, 1952

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.76 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , as projected within A. Gaines DEC #50, Section 17, Township 5 South, Range 3 West, W. M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year, from direct flow and storage from reservoir constructed under Permit No. R-1334,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

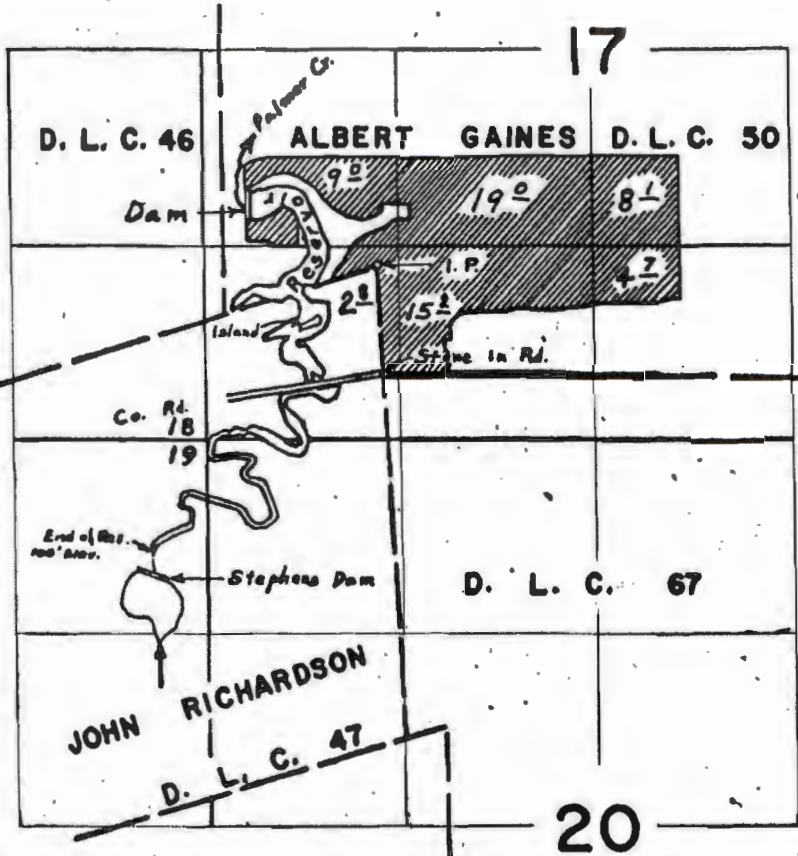
- 19.0 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$
  - 11.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$
  - 2.8 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$
  - 15.2 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$
  - 8.1 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$
  - 4.7 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$
- all as projected within Albert Gaines DEC #50  
 Section 17  
 Township 5 South, Range 3 West, W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed  
 this 10th day of April, 19 57.

LEWIS A. STANLEY  
 State Engineer

T.5 S.R.3W. W.M.



Div. Pt. Located 300' N. & 870' W. From the N.E. Cor. of Section 17 Richardson DLC 47

**FINAL PROOF SURVEY**

UNDER

R-45955	R-5766
45956	34327
R-41619	R-4683

Application No. ...41622... Permit No. ...31035...

IN NAME OF

**X. J. & IDA M. DAUENHAUER**

Surveyed April 12, 1967., by L.E. Gaud...  
Nov. 9, 1972 D. NORBY



STATE OF OREGON  
COUNTY OF YAMHILL  
**CERTIFICATE OF WATER RIGHT**

**This Is to Certify, That** F. L. WITHEE and MARGARETHA WITHEE

of Route 1, Box 172 A, Dayton, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of a well

a tributary of Palmer Creek (Yamhill River) for the purpose of irrigation of 71.1 acres

under Permit No. G-2079 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from March 22, 1962

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.60 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SW $\frac{1}{4}$  SE $\frac{1}{4}$ , as projected within Sawyer DLC 59, Section 29, T. 5 S., R. 3 W., W. M. Well located 580 feet North and 70 feet East from the SW Corner, DLC 59.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year;

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

15.6 acres NE $\frac{1}{4}$  SE $\frac{1}{4}$   
11.0 acres NW $\frac{1}{4}$  SE $\frac{1}{4}$   
15.6 acres SW $\frac{1}{4}$  SE $\frac{1}{4}$   
15.6 acres SE $\frac{1}{4}$  SE $\frac{1}{4}$

all as projected within Sawyer DLC 59  
Section 29

4.1 acres NE $\frac{1}{4}$  NE $\frac{1}{4}$   
6.2 acres NW $\frac{1}{4}$  NE $\frac{1}{4}$

both as projected within Sawyer DLC 59  
Section 32

T. 5 S., R. 3 W., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

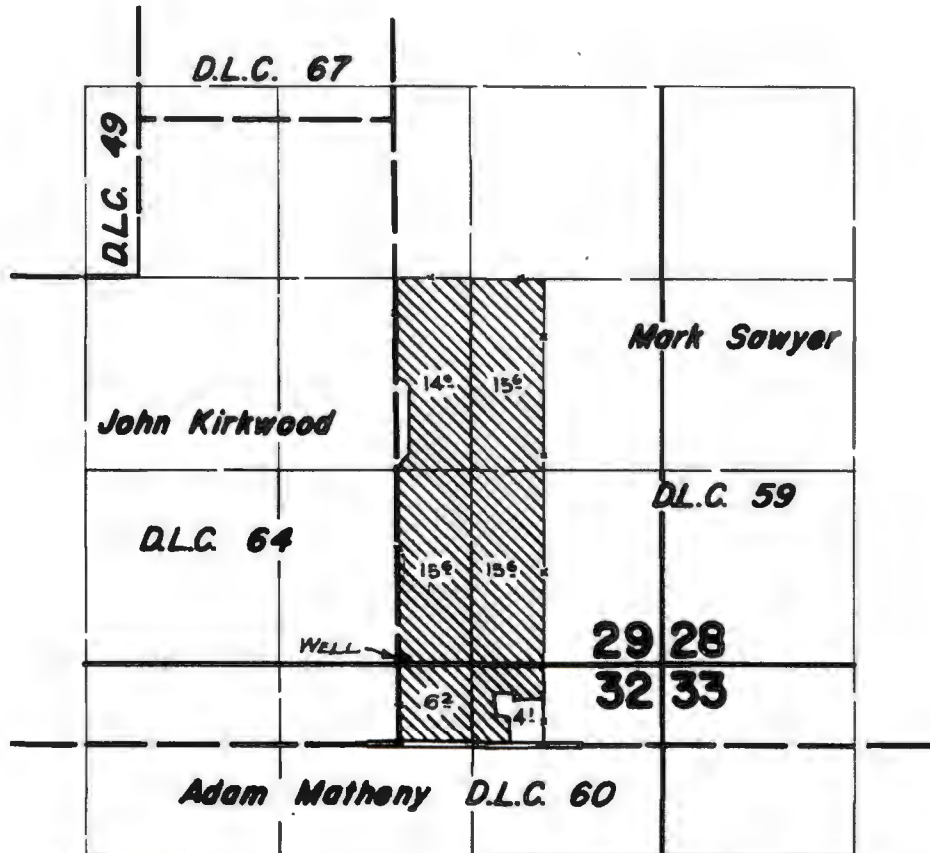
WITNESS the signature of the State Engineer, affixed

this date. July 31, 1967

.....CHRIS L. WHEELER

State Engineer

# T.5 S.R.3 W.W.M.



Well is located 580 ft. North & 70 ft. East from S.W. Cor. D.L.C. 59

## FINAL PROOF SURVEY UNDER

Application No. G-2263 Permit No. G-2079  
IN NAME OF

F. L. WITHEE

Surveyed 7/29 & 8/2 1965, by *W. Jackson*



***ATTACHMENT F***  
***Easement Agreements***

**CRAIG, BRAND, LAKE & HART**  
**ATTORNEYS AT LAW**

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

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

October 26, 1999

JAMES E. CRAIG  
Retired 1994

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

RE: *Easements*

Dear Sam:

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

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

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

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

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



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

E-1 is 50 feet wide;

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

Easement E-2B is 35 feet wide;

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

E-3 from Geisler is 50 feet wide;

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

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

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

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

Please let me know if you have any questions.

Yours truly,



Jerry B. Hart

JBH:cjr

Enclosures

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

E-1

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

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

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

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

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

See attached sheet.

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

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

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

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

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

William J. Curbing  
Notary Public for Oregon

My Commission Expires: May 25, 1968





579.900

Robert M. and Thelma Caldwell

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

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

STATE OF OREGON,

89205

County of Yamhill,

I, JACK BEELER, County Clerk for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 841 of Volume 19 of the Records of Deeds for said County, on this 1st day of August, A.D. 1961 at 9:15 o'clock, A.M.

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

JACK BEELER, County Clerk

By Diane Hill

Deputy

3001

File

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

hereafter called Grantors,

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

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

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

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

See attached sheet

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

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

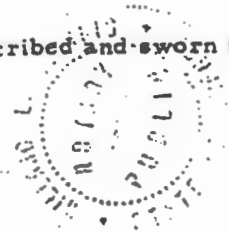
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31<sup>st</sup>  
day of July, 1967.

Thurlow F. Gingerich (SEAL)

Joyce E. Gingerich (SEAL)

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 1967.

William L. Cushing  
Notary Public for Oregon



My Commission Expires: May 25 1968



Thurlowe F. and Joyce E. Gingerich

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

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

B. And Also, a 55 foot strip of land in said Gingerich tract described in Film Volume 58, Pages 864 and 865, lying 12.5 feet left and 22.5 feet right of the following described line:

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

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

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

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

STATE OF OREGON,

County of Yamhill,

89209

I, JACK BEELE, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 848 of Volume

F-61 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967 at 9:23 o'clock, A. M.

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

JACK BEELE, County Clerk

By Wm. Hall Deputy

302

Al.

U

32500

2

32500

3

533-430

EASEMENT

(E-3)

WITNESSETH, that for and in consideration of the sum of One Dollar

(\$ 1.00 ), and other valuable consideration to us paid the receipt of which is

heroby acknowledged, vs I John F. Geisler

hereafter called Grantors,

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

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

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

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

See attached sheet.

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

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

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

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

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

Hellen L. Crumley  
Notary Public for Oregon

My Commission Expires: 5-25-68



John F. Geisler

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

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

89208

STATE OF OREGON,

County of Yamhill,

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me recorded on Page 846 of Volume 111 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967 at 9:20 o'clock P. M.

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

JACK BEELER, County Clerk

By: Janet Hill

Deputy

300

1-4

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

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

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

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

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

See attached sheet.

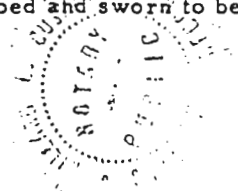
To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

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

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

Clements Schrock (SEAL)  
Anna May Schrock (SEAL)

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



William S. Lashley  
Notary Public for Oregon

My Commission Expires: 5-25-68



5330 100

VOL 61 PAGE 844

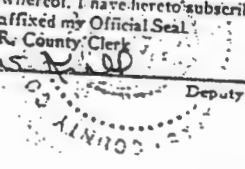
That parcel of land 17.5 feet in width in the Northwest Quarter of Section 32, Township 5 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon being a portion of that property conveyed to Clements and Anna May Schrock by deed recorded in Volume 187, Page 668, Yamhill County Record of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

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

STATE OF OREGON, } ss. 89207  
 County of Yamhill.  
 I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 844 of Volume 61 of the Records of Deeds for said County, on this 1st day of August A. D. 1917 at 9:14 o'clock, P. M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal  
 JACK BEELER, County Clerk  
 By James H. Hall Deputy

300



(E-5)

WITNESSETH, that for and in consideration of the sum of \_\_\_\_\_

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

hereby acknowledged, we Lloyd L. and Mary Lind

hereafter called Grantors,

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of July, 1967.

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

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

Beulah J. Beaman  
Notary Public for Oregon



My Commission Expires: 2-22-70

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



200 300  
E-6

WITNESSETH, that for and in consideration of the sum of One Dollar

(\$ 1.00 ), and other valuable consideration to us paid the receipt of which is

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

hereafter called Grantors,

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

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

L.J.W.  
E.W.

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

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

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

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

L.J.W.  
E.W.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5<sup>th</sup>

day of July, 1967.

Eugene Wilson (SEAL)

Lenna J. Wilson (SEAL)

Subscribed and sworn to before me this 5<sup>th</sup> day of July, 1967.

A. Charles Cushing  
Notary Public for Oregon



89206

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

Filed August 1 1967  
BY JACK BERLIN, COUNTY CLERK  
Dennis Kroll Deputy

9:17 AM

WITNESSETH, that for and in consideration of the sum of

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

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

hereafter called Grantors,

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

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

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

The land affected by the grant of this easement and right-of-way is located in the County of Yamhill, State of Oregon, and is more particularly described as follows: That parcel of land 17.5 feet in width in Sections 4 and 5, Township 6 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of that property conveyed to E. J. and Janice M. Gingerich by deed recorded in Film Volume 36, Page 259, Yamhill County Record of Deeds, the southerly boundary line of said 17.5 foot strip being described as the southerly boundary line of said Gingerich tract, 4150 feet, more or less, from the southwesterly corner of said tract to the westerly right of way line of the Salem-Dayton Highway.

And Also, a 22.5 foot strip of land the westerly boundary line being described as the westerly boundary line of said Gingerich tract, 575 feet, more or less, from the northerly boundary of the aforementioned 17.5 foot strip of land to the southerly boundary line of that tract of land conveyed to E. E. & L. J. Wilson by deed recorded in Volume 111, Page 32. To have and to hold said easement and right-of-way unto Palmer Creek Water District Improvement Company, and unto its successors and assigns forever.

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

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

day of July, 1967.

E. J. Gingerich (SEAL) Janice M. Gingerich (SEAL)

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

Notary Public for Oregon

My Commission Expires: 10-28-68



E-8

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

\_\_\_\_\_ hereafter called Grantors,

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

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

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

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

(See Attached Sheet)

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

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

\* lying along the Salem-Dayton Highway only.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28<sup>th</sup>

day of July, 1967.

Lloyd L. Lind (SEAL)

Mary Lind (SEAL)

Subscribed and sworn to before me this 28<sup>th</sup> day of July, 1967.

Beverly S. McNamee  
Notary Public for Oregon

My Commission Expires: 2-22-70

Lloyd L. and Mary Lind

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

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

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

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

STATE OF OREGON, } 89211  
County of Yamhill, } ss.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 851 of Volume 40 of the Records of Deeds for said County, on this 1st day of August, A. D. 1967 at 9:27 o'clock P.M.

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

JACK BEELER, County Clerk  
By: Devin P. ... Deputy

310



April 11, 2018

Timothy C. and Suzanne E. Kreder  
11700 SE Amity-Dayton Hwy  
Dayton, OR 97114

As the holder of an easement from WILSON FARMS OF DAYTON, INC granted June 27, 2017 and recorded in Yamhill County on September 8, 2017 as recording instrument 201714509

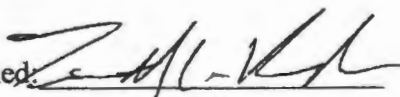
AND the holder of a utilities easement from Kelley Douglas Kreder granted February 19, 2008 and recorded in Yamhill County on February 26, 2008 as recording instrument 200803187

AND the holder of a lease agreement made with MBS Properties LLC on November 24, 2017 and recorded as a Memorandum of Lease in Yamhill County on February 9, 2018 as recording instrument 201802037

AND as the holder of a lease addendum made with MBS Properties LLC on April 9, 2018 for tax lots 4330 0800 and 4330 0700 and 4331 0200 and 4331 01700 and 4331 01200 and 4331 01300 which authorizes the activities proposed by this project and acknowledges that monitoring information is public record

AND as the landowner of record for two properties with tax lot 4330-1100 and recorded in Yamhill County on April 9, 2018 as recording instrument 201805001 and 201805002

this letter acknowledges that we are aware that monitoring information about the project is **public record.**

Signed:   
Timothy C. Kreder

Signed:   
Suzanne E. Kreder

LEASE ADDENDUM

for compliance with USDA-NRCS grant application

This lease addendum (this "Lease Addendum") is dated April 9<sup>th</sup>  
4-9, 2018  
between MBS Properties, LLC (the "Landlord") and Timothy Carl Kreder and  
Suzanne E. Kreder (collectively the "Tenant"). The Landlord's address is 11100  
SE Lafayette Hwy, Dayton, Oregon; the Tenant's address is 11700 SE Amity-  
Dayton Hwy, Dayton, Oregon.

WITNESSETH: that the Landlord authorizes the Tenant to install irrigation  
systems and irrigation pipelines and irrigation water management systems, an  
irrigation pumping plant, and to establish a cover crop on those premises described  
as follows. The Landlord is aware of, and agrees that, monitoring information of  
these projects is public record.

Tax lot R4.3.30 0800      Farm 6320    Tract 562

Tax lot R4.3.30 0700      Farm 6320    Tract 563

Tax lot R4.3.31 0200      Farm 6320    Tract 1959

Tax lot R4.3.31 01700

Tax lot R4.4.31 01200      Farm 6320    Tract 566

Tax lot R4.4.31 01300

in Yamhill County, State of Oregon, containing 243.24 acres more or less.



The term of this Lease Addendum, pursuant to the Previous Lease, commenced on August 11, 2016 and continues until October 1, 2025.

This Lease Addendum is executed for the use of the Tenant at its discretion.

LANDLORD:

Signed: Mary A. Albright, property manager  
Mary A. Albright, property manager

MBS Properties LLC  
11100 SE Lafayette Hwy  
Dayton, OR 97114

TENANT:

Signed: Timothy Carl Kreder 4-9-18  
Timothy Carl Kreder

11700 SE Amity-Dayton Hwy  
Dayton, OR 97114

Signed: Suzanne E. Kreder 4/9/18  
Suzanne E. Kreder

11700 SE Amity-Dayton Hwy  
Dayton, OR 97114

**BARGAIN AND SALE DEED**

Timothy Carl Kreder and Suzanne E. Kreder

to

Timothy Carl Kreder and Suzanne E. Kreder

11700 SE Amity-Dayton HWY, Dayton, OR 97114

SEND TAX STATEMENT TO:

No change.

Yamhill County Official Records	<b>201805002</b>
DMR-DDMR	04/09/2018 12:19:00 PM
Str=2 MILLSA	2Pgs \$10.00 \$11.00 \$5.00 \$20.00
	<b>\$46.00</b>
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk's records.	
Brian Van Bergen - County Clerk	

**BARGAIN AND SALE DEED-Statutory Form**

Timothy Carl Kreder and Suzanne E. Kreder, Grantor, conveys to Timothy Carl Kreder and Suzanne E. Kreder, Grantee, as tenants in common, the following described real property situated in Yamhill County, Oregon:

See Exhibit A (the "Property"), together with easement rights appurtenant to the Property as described: in an Easement recorded at Film Volume 59, pages 841 and 842 in the Deed and Mortgage Records of Yamhill County, Oregon; an Easement recorded as document number 200803187 in the Official Yamhill County Records of Yamhill County, Oregon; and an Easement recorded as document number 201714509 in Official Yamhill County Records of Yamhill County, Oregon.

The Property was the subject of a Final Order and Home Site Authorization from the Oregon Department of Land Conservation and Development, State Election number E132692 ("Authorization"). Pursuant to the authorization, tax lot 4330-1100, as it existed before the transfer in this deed, was awarded one dwelling on the easterly portion of lot 1100 and one dwelling on the westerly portion of lot 1100. The Property conveyed pursuant to this deed will benefit from only the dwelling that maybe established on the easterly side. The dwelling that may be established on the westerly side of lot 1100 is reserved for the other parcel that was adjusted pursuant to Yamhill County Department of Planning and Development docket number L-06-18.

The true consideration for this conveyance is \$0 (granted to complete a lot line adjustment as detailed in Yamhill County Department of Planning and Development docket number L-06-18.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST THE FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 3 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 9<sup>th</sup> day of April, 2018

Timothy Carl Kreder  
Timothy Carl Kreder

Suzanne E. Kreder  
Suzanne E. Kreder

STATE OF OREGON            )  
  ) ss.  
County of Yamhill         )

On the 9<sup>th</sup> day of April, 2018 personally appeared the above-named Timothy Carl Kreder and Suzanne E. Kreder, who acknowledged that the foregoing instrument was their voluntary act and deed.

Dawn M. Owens  
Notary Public for Oregon



FIRST AMERICAN TITLE 3031083



EXPIRES 31 DECEMBER 2016

Leland MacDonald & Assoc.  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax: 472-0367



19 March 2018

Description of Real property for: TIMOTHY KREDER (2.00 acre tract), per Yamhill County Planning Docket No. L-06-18 & CS-13178.

A tract of land located in Sections 29 & 30, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, being a portion of those tracts described in deed to CARL KREDER and DOROTHY KREDER, recorded January 21, 1975 in Film Volume 103, Page 1993, Official Yamhill County Records, said portion being more particularly described as follows:

Commencing at the northeast corner of the Thomas L. Turner Donation Land Claim Number 55 in said Township and Range, from which a 3/4 - inch diameter iron pipe bears South 00°37'06" East 271.92 feet, and a 1- inch diameter iron pipe bears South 00°37'06" East 958.00 feet; thence South 89°00'00" West 375.88 feet along the north line of said claim to a point on the as-travelled centerline of Stringtown road; thence South 54°52'32" East 212.10 feet along said centerline; thence leaving said centerline, South 00°37'06" East 36.96 feet parallel with the east line of said Turner claim as measured in County Survey Number 1805, and as shown on County Survey Number 13178, to an iron rod on the southwesterly margin of Stringtown road that is 30.00 feet from the as-travelled centerline thereof when measured at right angles, said iron rod being the POINT OF BEGINNING for this description; thence South 00°37'06" East 219.83 feet parallel with said east line of Turner claim to an iron rod; thence North 56°07'54" West 474.11 feet to an iron rod; thence North 00°37'06" West 219.83 feet parallel with said east line of Turner claim to an iron rod on the southwesterly margin of Stringtown road that is 30.00 feet from the as-travelled centerline thereof when measured at right angles, thence South 57°20'44" East 241.18 feet along said southwesterly margin to an iron rod at an angle-point therein; thence continuing along said southwesterly margin South 54°52'32" East 233.05 feet to the Point of Beginning, containing 2.00 acres, more or less, as shown on CS-13178.

END OF DESCRIPTION

**BARGAIN AND SALE DEED**

Timothy Carl Kreder and Suzanne E. Kreder

to

Timothy Carl Kreder and Suzanne E. Kreder

11700 SE Amity-Dayton Hwy, Dayton, OR 97114

**SEND TAX STATEMENT TO:**

No change.

Yamhill County Official Records	<b>201805001</b>
DMR-DDMR	
SIN=2 MILLSA	04/09/2018 12:19:00 PM
2Pgs \$10.00 \$11.00 \$5.00 \$20.00	<b>\$46.00</b>
I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Brian Van Bergen - County Clerk	

**BARGAIN AND SALE DEED-Statutory Form**

Timothy Carl Kreder and Suzanne E. Kreder, Grantor, conveys to Timothy Carl Kreder and Suzanne E. Kreder, Grantee, as tenants in common, the following described real property situated in Yamhill County, Oregon:

See Exhibit A (the "Property"), together with easement rights appurtenant to the Property as described: in an Easement recorded at Film Volume 59, pages 841 and 842 in the Deed and Mortgage Records of Yamhill County, Oregon; an Easement recorded as document number 200803187 in the Official Yamhill County Records of Yamhill County, Oregon; and an Easement recorded as document number 201714509 in Official Yamhill County Records of Yamhill County, Oregon.

The Property was the subject of a Final Order and Home Site Authorization from the Oregon Department of Land Conservation and Development, State Election number E132692 ("Authorization"). Pursuant to the authorization, tax lot 4330-1100, as it existed before the transfer in this deed, was awarded one dwelling on the easterly portion of lot 1100 and one dwelling on the westerly portion of lot 1100. The Property conveyed pursuant to this deed will benefit from only the dwelling that maybe established on the westerly side. The dwelling that may be established on the easterly side of lot 1100 is reserved for the other parcel that was adjusted pursuant to Yamhill County Department of Planning and Development docket number L-06-18.

The true consideration for this conveyance is \$0 (granted to complete a lot line adjustment as detailed in Yamhill County Department of Planning and Development docket number L-06-18.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST THE FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 9<sup>th</sup> day of April, 2018

Timothy Carl Kreder  
Timothy Carl Kreder

Suzanne E. Kreder  
Suzanne E. Kreder

STATE OF OREGON )  
                                      ) ss.  
County of Yamhill )

On the 9<sup>th</sup> day of April, 2018 personally appeared the above-named Timothy Carl Kreder and Suzanne E. Kreder, who acknowledged that the foregoing instrument was their voluntary act and deed.

Dawn M. Owens  
Notary Public for Oregon



FIRST AMERICAN TITLE 307-1083



EXPIRES 31 DECEMBER 2016

Leland MacDonald & Assoc.  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax: 472-0367



19 March 2018

Description of Real property for: TIMOTHY KREDER (83.83 acre tract), per Yamhill County Planning Docket No. L-06-18 & CS-13178.

Parcels 1 and 2 described in deed to CARL KREDER and DOROTHY KREDER, recorded January 21, 1975 in Film Volume 103, Page 1993, Official Yamhill County Records.

EXCEPTING THEREFROM that tract of land described in deed to RONALD E. MILLER and TONA K. MILLER, recorded April 29, 2003 in Instrument Number 2003-09926, Official Yamhill County Records.

FURTHER EXCEPTING THEREFROM the following described tract of land:

A tract of land located in Sections 29 & 30, Township 4 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, being a portion of those tracts described in deed to CARL KREDER and DOROTHY KREDER, recorded January 21, 1975 in Film Volume 103, Page 1993, Official Yamhill County Records, said portion being more particularly described as follows:

Commencing at the northeast corner of the Thomas L. Turner Donation Land Claim Number 55 in said Township and Range, from which a 3/4 -inch diameter iron pipe bears South 00°37'06" East 271.92 feet, and a 1-inch diameter iron pipe bears South 00°37'06" East 958.00 feet; thence South 89°00'00" West 375.88 feet along the north line of said claim to a point on the as-travelled centerline of Stringtown road; thence South 54°52'32" East 212.10 feet along said centerline; thence leaving said centerline, South 00°37'06" East 36.96 feet parallel with the east line of said Turner claim as measured in County Survey Number 1805, and as shown on County Survey Number 13178, to an iron rod on the southwesterly margin of Stringtown road that is 30.00 feet from the as-travelled centerline thereof when measured at right angles, said iron rod being the POINT OF BEGINNING for this description; thence South 00°37'06" East 219.83 feet parallel with said east line of Turner claim to an iron rod; thence North 56°07'54" West 474.11 feet to an iron rod; thence North 00°37'06" West 219.83 feet parallel with said east line of Turner claim to an iron rod on the southwesterly margin of Stringtown road that is 30.00 feet from the as-travelled centerline thereof when measured at right angles, thence South 57°20'44" East 241.18 feet along said southwesterly margin to an iron rod at an angle-point therein; thence continuing along said southwesterly margin South 54°52'32" East 233.05 feet to the Point of Beginning, containing 2.00 acres, more or less, as shown on CS-13178.

END OF DESCRIPTION

*Upon recording return to:*

TANKERSLEY, WRIGHT & STRUNK LLC  
PO BOX 625  
MCMINNVILLE, OR 97128



\$51.00

02/09/2018 10:35:06 AM

DMR-LDMR Cnt=1 Stn=2 MILLSA  
\$15.00 \$5.00 \$11.00 \$20.00

Dayton, Oregon

### MEMORANDUM OF LEASE

This Memorandum of Lease is made between MBS Properties, LLC (the "Landlord"), and Timothy Carl Kreder and Suzanne E. Kreder (the "Tenant").

#### WITNESSETH:

The Landlord and the Tenant are parties to that certain Lease dated as of November 24<sup>th</sup> 2017 (the "Lease"), whereby the Landlord has leased to the Tenant certain land as described as follows (the "Property"):

- 1) All of those parcels described in a Special Warranty Deed granted to MBS Properties LLC, dated June 1, 2012, and recorded June 6, 2012 as document number 2012-07464, Official Yamhill County Records, Oregon.
- 2) Parcel 1, as described in a Special Warranty Deed granted to MBS Properties, LLC, dated June 1, 2012, and recorded June 6, 2012 as document number 2012-07465, Official Yamhill County Records, Oregon.

*Term.* The initial term of the Lease commenced on August 11, 2016, and will continue, if not earlier terminated, until October 1, 2025.

*Other Provisions.* Among other provisions, the Lease also provides 1) automatic renewals of the term for successive three year terms until one year written notice is given by either party; and 2) a right of first refusal to purchase the Property for the benefit of Tenant.

*Incorporation of Lease.* All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. All capitalized defined terms used and not otherwise defined herein have the meaning given to them in the Lease.

*Conflicts with Lease.* This Memorandum of Lease is solely for notice and recording purposes and may not be construed to alter, modify, expand, diminish, or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease will govern.

*Counterparts.* This Memorandum of Lease may be executed in multiple counterparts.

////Signatures on the following page////



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the 24<sup>th</sup> day of November, 2017.

LANDLORD:

/s/ Mary A Albright  
/s/ Beverly J. Kreder  
/s/ Susan M. Kreder

TENANT:

/s/ Timothy C. Kreder  
/s/ Susan E. Kreder

ACKNOWLEDGEMENTS

State of Oregon

County of Yamhill

This instrument was acknowledged before me on November 24 by Timothy Carl Kreder and Susan E. Kreder.

Dawn M. Owens  
Notary Public of Oregon

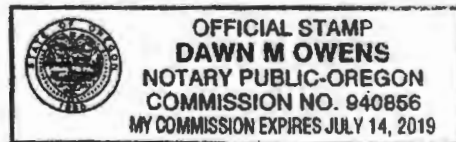


State of Oregon

County of Yamhill

This instrument was acknowledged before me on November 24, 2017 by Mary A. Albright, who is an authorized signer for MBS Properties, LLC.

Dawn M. Owens  
Notary Public of Oregon



State of Oregon

County of Yamhill

This instrument was acknowledged before me on November 24, 2017  
by Beverly J. Heider, who is an authorized signer for MBS Properties, LLC.

Dawn M. Owens  
Notary Public of Oregon

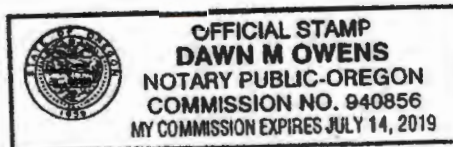


State of Oregon

County of Yamhill

This instrument was acknowledged before me on November 24, 2017  
by Susan M. Marshall, who is an authorized signer for MBS Properties, LLC.

Dawn M. Owens  
Notary Public of Oregon







\$51.00

00520039201700145090030031

09/08/2017 10:45:46 AM

DMR-EDMR Cnt=1 Stn=2 MILLSA  
\$15.00 \$5.00 \$11.00 \$20.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING (ORS 205.234). ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTIONS CONTAINED WITHIN THE DOCUMENT.

A. Names of Transactions described in the attached instruments:

EASEMENT

B. Names of First Parties: WILSON FARMS OF DAYTON, INC.

Names of Second Parties: TIMOTHY C. KREDER and SUZANNE E. KREDER

C. Consideration Paid (if applicable): \$1.00

D. Lien or Satisfaction Amount (if applicable): N/A

Date Warrant or Order Recorded: N/A

E. Until a change is requested, all tax statements shall be sent to the following address:

NO CHANGE

F. Name & address of person authorized to receive the instrument after recording:

Tankersley, Wright & Strunk, LLC  
PO Box 625  
McMinnville, OR 97128

## EASEMENT

This indenture witnesseth, that WILSON FARMS OF DAYTON INC, hereinafter called the grantors, in consideration of One Dollar, receipt of which is hereby acknowledged, do hereby grant unto TIMOTHY C. KREDER and SUZANNE E. KREDER, husband and wife, hereinafter called grantees, an easement for the purposes hereinafter stated over and across the following described real property, to- wit:

Part of the Donation Land Claim of Francis Holdridge and Martha Ann Holdridge, his wife, Notification #1022, Claim #56 in Township 4 South, Range 3 West and Claim #61 in Township 4 South, Range 4 West of the Willamette Meridian in said Yamhill County, State of Oregon, and said part being bounded as follows:

Beginning at the Northeast corner of said Donation Land Claim as re-established in County Survey #1442 of said County; thence North  $86^{\circ} 45'$  West 6.17 chains to the Southeast corner of the Andrew and Polly Smith Donation Land Claim; thence South  $89^{\circ} 42'$  West 9.29 chains to iron pin set in center of County Road; thence South  $25^{\circ} 44'$  West, 15.56 chains along center of said County Road to angle in road; thence South  $10^{\circ} 55'$  East 35.80 chains along center of said road to iron pin; thence North  $89^{\circ} 39'$  East, 94 links to Northwest corner of the B. M. Robinson Donation Land Claim; thence North  $89^{\circ} 39'$  East, 14.70 chains to the Southwest corner of the Joel Chrisman Donation Land Claim; thence North  $15'$  West, 48.80 chains (calculation) to the place of beginning; EXCEPT that portion conveyed by Luella M. Wilson (now Roberts) to Rosco Roberts by deed recorded January 4, 1956, in Book 179, Page 356, Deed Records; ALSO EXCEPTING THEREFROM that portion conveyed to Yamhill County by deed recorded August 9, 1932 in Book 107, page 70, Deed Records of Yamhill County, Oregon.

which easement is more particularly described as follows:

A strip of land 10 feet in width lying adjacent to and South of Stringtown Road, commencing at the intersection of said road with the West line of the above described real property and running Easterly along the South line of said road to its intersection with Palmer Creek.



The easement herein granted is for the purpose of laying, maintaining, repairing, inspecting, and removing irrigation pipe lines, and maintaining at Palmer Creek a pump, motor, and power panel, together with rights of ingress and egress for said purposes.

TO HAVE AND TO HOLD the above described easement unto the said grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27<sup>th</sup> day of June, 2017.

Mary Wilson

(SEAL)

Mary Wilson, Authorized Agent

State of Oregon )ss.  
County of Yamhill )

On this 27 day of June, 2017, personally appeared the above named MARY WILSON, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



R. Wiegels  
Notary Public for Oregon  
My Commission Expires:

AFTER RECORDING, RETURN TO:

Charles E. Harrell  
GUNN CAIN & KINNEY LLP  
700 Deborah Road, Suite 250  
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS  
JAN COLEMAN, COUNTY CLERK

200803187



\$51.00

00293912200800031870060066

02/26/2008 12:07:31 PM

SEND ALL TAX STATEMENTS TO:

No Change

DMR-EDMR Cnt=1 Str=2 ANITA  
\$30.00 \$10.00 \$11.00

### UTILITIES EASEMENT

This Utilities Easement (herein known as "Utilities Easement") is made and executed this 19<sup>th</sup> day of February, 2008, by and between Kelly Douglas Kreder, an individual (herein known as "Grantor") and Timothy Carl Kreder, an individual (herein known as "Grantee").

#### RECITALS

A. WHEREAS, Grantor is the owner of that certain real property generally known as Yamhill County tax lot R4329-01300, and more particularly described with the legal description on the attached Exhibit A (herein known as "Tax Lot 1300");

B. WHEREAS, Grantee is the owner of that certain real property generally known as Yamhill County tax lot R4330-01100, and more particularly described with the legal description on the attached Exhibit B (herein known as "Tax Lot 1100");

C. WHEREAS, Grantor desires to convey to Grantee a ten-foot wide, non-exclusive easement for utility purposes over a certain portion of Tax Lot 1300 for the benefit of Tax Lot 1100 as more specifically described in Section 2 below;

D. WHEREAS, Grantee desires to obtain from Grantor a ten-foot wide, non-exclusive easement for utilities purposes over a certain portion of Tax Lot 1300 for the benefit of Tax Lot 1100 as more specifically described in Section 2 below.

#### AGREEMENT

NOW, WHEREFORE, in consideration of the mutual covenants, promises and restrictions contained herein, both Grantor and Grantee bargain and agree as follows:

1. The RECITALS set forth above are true and accurate and are incorporated herein.

2. Grantor grants and conveys to Grantee a ten-foot wide, non-exclusive easement for utility purposes over that specific portion of Tax Lot 1300 more particularly described in Section 2 below.



3. The utility easement shall be specifically located on that portion of Tax Lot 1300 specifically described as the ten-feet (10') immediately south of Stringtown Road, with the north line of the easement being the south line of Stringtown Road, being ten feet in width, running the full length of Tax Lot 1300 from the eastern border of Tax Lot 1300 to the western border of Tax Lot 1300 (the "Easement"). A map of the Easement is attached hereto as Exhibit C.

4. Grantee, and Grantee's successors in interest and/or assigns, shall be responsible for the maintenance, repairs and improvements necessary to the Easement related to the Easement's sole purpose; provided, however, that if the maintenance, repairs and improvements required to the Easement are based upon the actions of Grantor or any other party acting by or through Grantor, then Grantor is responsible for the payment of all such costs associated with the said maintenance, repairs and/or improvements required.

5. Any property owner benefited by this said Easement shall have the right to enter upon the said Easement for the purpose of maintenance, repairs, and improvements to the said Easement. Each party shall have responsibility for any maintenance, repairs, or improvements to the said Easement which were caused by the party or any successor in interest to or assign of the party or anyone acting by or through the party or any successor in interest to the party, including, but not limited to guests, licensees, invitees and agents.

6. Any disagreements associated with this said Easement Agreement or Easement are to be resolved via binding arbitration pursuant to the Yamhill County Circuit Court arbitration rules, with the presiding judge of the Yamhill County Circuit Court appointing one arbitrator whose decision will be binding and final. The non-prevailing party is to pay the cost of the arbitration.

7. Any property owner is entitled to all remedies at law and equity associated with any breach of any term or condition of this Easement Agreement by any other property owner.

8. In case any party is required to retain an attorney for the purpose of arbitration, the non-prevailing party is required to pay the prevailing party's reasonable attorney fees and cost incurred in the arbitration. In case any party is required to retain the services of an attorney to enforce any term or condition hereof without the necessity of filing for arbitration, the party against whom the term or condition was enforced is required to pay the enforcing party's reasonable costs and attorney fees incurred, even though no arbitration was instituted.

9. Invalidation of any provision of this Easement Agreement shall in no way effect any of the other provisions of this Easement Agreement that shall remain in full force and effect.

10. This Easement Agreement shall be deemed a Covenant "which runs with the land", is perpetual in nature, and is binding upon the owners of Tax Lot 1300 and Tax Lot 1100, or any portions thereof, as well as their heirs, successors in interest, and assigns.

Dated this 19<sup>th</sup> day of February, 2008.

GRANTOR:

*Kelly Douglas Kreder*  
KELLY DOUGLAS KREDER

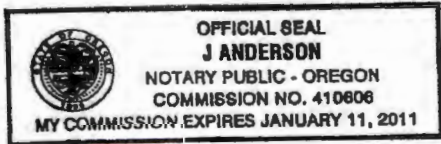
GRANTEE:

*Timothy C. Kreder*  
TIMOTHY CARL KREDER

State of Oregon )  
 )ss  
County of Yamhill )

Personally appeared before me the above-named Kelly Douglas Kreder, who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 2008.

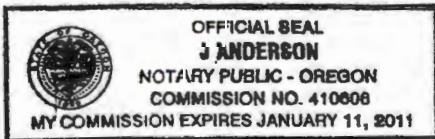


*J Anderson*  
Notary Public for Oregon  
My commission expires: 1-11-2011

State of Oregon )  
 )ss  
County of Yamhill )

Personally appeared before me the above-named Timothy Carl Kreder who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

Subscribed and sworn to before me this 19<sup>th</sup> day of February, 2008.



*J Anderson*  
Notary Public for Oregon  
My commission expires: 1-11-2011



**Exhibit A**

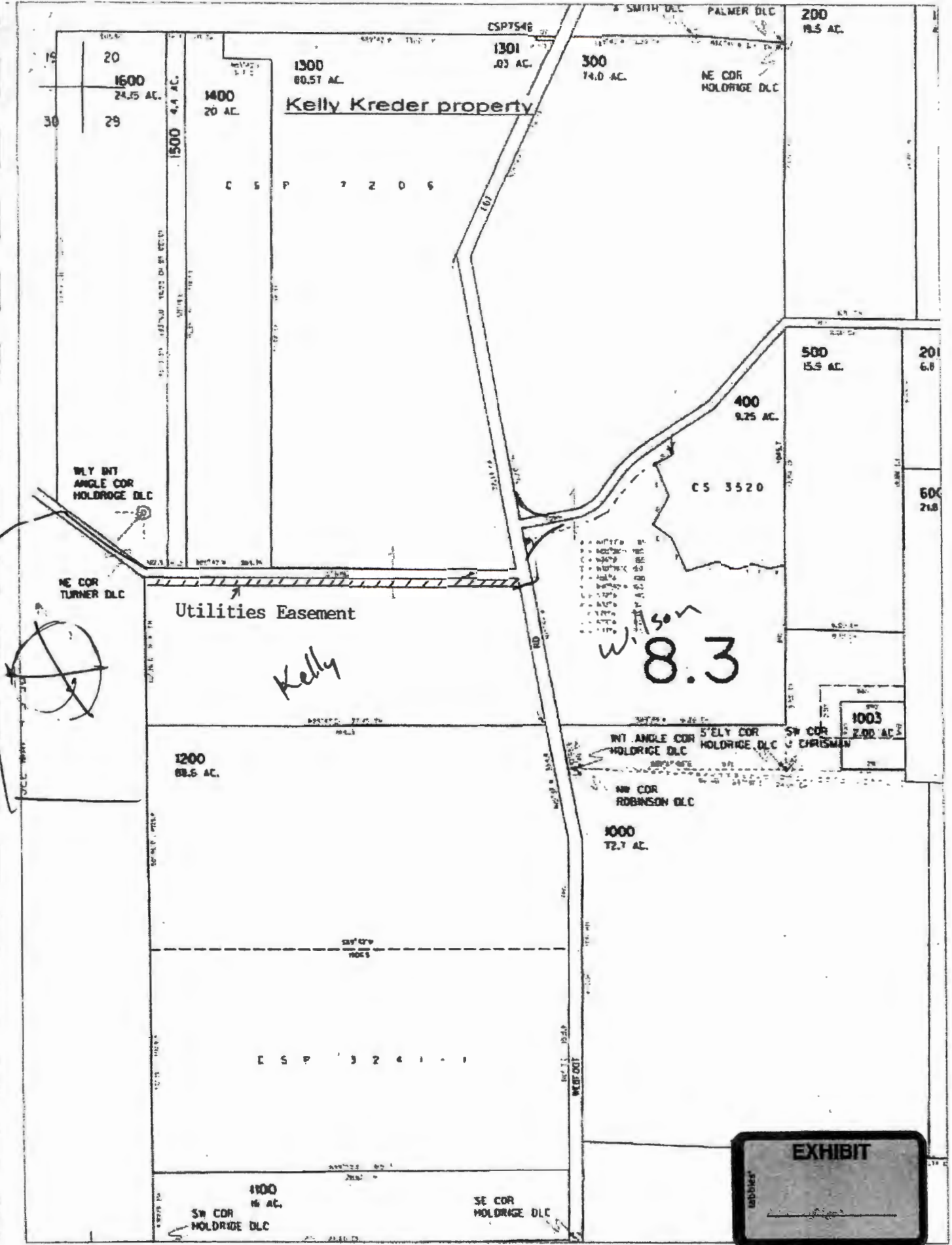
**That certain real property described in Volume 72, Page 1074,  
Fee No. 96355, Records for Yamhill County, Oregon**

**AND ALSO, that certain real property described in Volume 72, Page  
1076, Fee No. 96356, Records for Yamhill County, Oregon.**

**Exhibit B**

**That certain real property described in Volume 103, Page 1993,  
Fee No. 33429, Records for Yamhill County, Oregon.**





**EXHIBIT**

6/6

EASEMENT AGREEMENT

COPY

In consideration of the mutual promises set forth herein, ROBERT JANZEN and BETTY JANZEN, husband and wife (hereinafter referred to as "Grantors") hereby grant to MARGARETHA WITHEE (hereinafter referred to as "Grantee") an Easement for an irrigation water line across the following described real property:

See Exhibit "A" which is attached hereto.

Grantee shall have the right to maintain and make repairs to the irrigation line that runs across said Easement, provided however that unless the irrigation water line is damaged by Grantors or their agents, Grantee shall be solely responsible for all such repairs and maintenance, and shall be solely responsible for payment of the cost of said repairs and maintenance. In the event the irrigation water line is damaged by Grantors or their agents, Grantors shall be responsible for making all necessary repairs, and Grantors shall be solely responsible for payment of the cost of such repairs. When maintenance and/or repair work is done to the irrigation water line that runs across the Easement, the party responsible for such repairs and maintenance shall be solely responsible for restoring the surface land of the Easement to its original condition in any areas where such maintenance and repair work has been done.

Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the Easement strip for purposes of access. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the Easement strip. Grantee assumes all risk arising out of her use of the Easement strip and Grantors shall have no liability to Grantee or others for any condition existing thereon, except such conditions as may be caused by the negligence or intentional conduct of Grantors or their agents.

This Easement shall be appurtenant to the following described real property owned by Grantee:

Part of the John Kirkwood Donation Land Claim #64 in Township 5 South, Range 3 West of the Willamette Meridian, described as follows: Beginning at the Northeast corner of said Claim; thence South 26.20 chains to a stake on the East line of said Claim; thence West 11.45 chains to a stake; thence North 26.20 chains to a stake on the North line of said Claim; thence East 11.45 chains to place of beginning.

This Easement shall be perpetual and is granted subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

GRANTORS:

GRANTEE:

Robert Janzen  
ROBERT JANZEN

Margaretha Withee  
MARGARETHA WITHEE

Betty Janzen  
BETTY JANZEN

STATE OF OREGON )  
                  ) *Marion* ss.  
COUNTY OF MARION )

On the 17 day of August, 1992, personally appeared before me ROBERT JANZEN and BETTY JANZEN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Esau Lehman  
Notary Public for Oregon  
My Commission Expires: 2-15-94

STATE OF OREGON )  
                  ) ss.  
COUNTY OF MARION )

On the 19<sup>th</sup> day of August, 1992, personally appeared before me MARGARETHA WITHEE and acknowledged the foregoing instrument to be her voluntary act and deed.

Deana J. Kinsch  
Notary Public for Oregon  
My Commission Expires: 4-24-93



T  
DESCRIPTION FOR WATERLINE EASEMENT  
IN THE NORTH 1/2 OF SECTION 29, T.5 S., R.3 W., W.M.

AN EASEMENT 20 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF AN EXISTING ROADWAY THAT IS 1758.85 FEET NORTH 80°02'23" WEST FROM THE NORTHEAST CORNER OF THE JOHN KIRKWOOD DONATION LAND CLAIM NUMBER 64 IN SECTION 29, TOWNSHIP 5 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON; THENCE NORTH 88°02'23" EAST 27.48 FEET; THENCE ON THE ARC OF A 60 FOOT RADIUS CURVE TO THE RIGHT 74.89 FEET (LONG CHORD BEARS SOUTH 56°12'26" EAST 70.12 FEET); THENCE SOUTH 20°27'03" EAST 96.73 FEET; THENCE ON THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT 88.03 FEET (LONG CHORD BEARS SOUTH 31°39'32" EAST 87.47 FEET); THENCE SOUTH 42°52'02" EAST 109.78 FEET; THENCE ON THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT 117.59 FEET (LONG CORD BEARS SOUTH 65°19'32" EAST 114.60 FEET); THENCE SOUTH 87°47'03" EAST 635 FEET, MORE OR LESS TO THE WEST LINE OF TAX LOT 1300. THE BASIS OF BEARINGS OF THIS DESCRIPTION IS THE EAST LINE OF THE JOHN KIRKWOOD DONATION LAND CLAIM NUMBER 64 AS SHOWN ON RECORDED SURVEY CSP 9694, WHICH IS NORTH 0°55'50" EAST.

NDS/ks  
6/2/92

EXHIBIT A

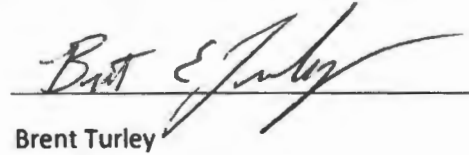
Easement Agreement

August 7, 2018

Delores Richard gives permission for Brent Turley to use her property for irrigation purposes. This includes using the irrigation pump site as well as the use of using her property to lay irrigation pipe.



Delores Richardson



Brent Turley

## Easement

Sam Sweeney hereby grants an easement to the Zylstra family to access their pump and power service location as drawn on the accompanying map on taxlot R4333 01500.

In exchange the Zylstra family will allow an easement across the east end of their farm, taxlot R4332 00100. The location of this easement would be a convenient location for both parties and renters. A passage across the irrigation line would be constructed by Slegers Dairy.