

**CLAIM OF  
BENEFICIAL USE  
for Surface Water Permits  
claiming more than 0.1 cfs  
cfsansfers**

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

**A fee of \$230 must accompany this form for permits  
with priority dates of July 9, 1987, or later.**

**A separate form shall be completed for each permit.**

*In cases where a permit has been amended through the permit amendment process, a separate claim for the permit amendment is not required. Incorporate the permit amendment into the claim for the permit.*

This form is subject to revision. **Begin each new claim** by checking for a new version of this form at:  
<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Go to "Resources for Water Right Examiners (CWRE)" Page  
<https://www.oregon.gov/OWRD/programs/WaterRights/COBU/Pages/default.aspx>  
The completion of this form is required by OAR 690-014-0100(1) and 690-014-0110(4).

Please type or print in dark ink. If this form is found to contain errors or omissions, it may be returned to you. **Every item must have a response.** If any requested information does not apply to the claim, insert "NA." **Do not delete or alter any section of this form unless directed by the form.** The Department may require the submittal of additional information from any water user or authorized agent.

If you have questions regarding the completion of this form, please call 503-979-9103.

The Department has a program that allows it to enter into a voluntary agreement with an applicant for expedited services. Under such an agreement, the applicant pays the cost to hire additional staff that would not otherwise be available. This program means a certificate may be issued in about a month. For more information on this program see  
<https://www.oregon.gov/OWRD/programs/WaterRights/RA/Pages/default.aspx>

**GENERAL INFORMATION**

**1. File Information:**

|                                 |                            |                                 |
|---------------------------------|----------------------------|---------------------------------|
| APPLICATION #<br><b>S-88187</b> | PERMIT #<br><b>S-55014</b> | PERMIT AMENDMENT #<br><b>T-</b> |
|---------------------------------|----------------------------|---------------------------------|

**2. Property Owner (current owner information):**

|  |                    |                                  |  |
|--|--------------------|----------------------------------|--|
| APPLICANT/BUSINESS NAME<br><b>Palmer Creek Water District Improvement Co</b> |                    | PHONE NO.<br><b>503 864-4080</b> | ADDITIONAL CONTACT NO.                               |
| ADDRESS<br><b>14395 SE Wallace Road</b>                                      |                    |                                  |  |
| CITY<br><b>Dayton</b>  | STATE<br><b>OR</b> | ZIP<br><b>97114</b>              | E-MAIL<br><b>palmercreek.waterdistrict@gmail.com</b> |

If the current property owner is not the permit holder of record, it is recommended that an assignment be filed with the Department. ***Each permit holder of record must sign this form.***

**3. Permit or holder of record (this may, or may not, be the current property owner):**

|                         |       |     |
|-------------------------|-------|-----|
| PERMIT HOLDER OF RECORD |       |     |
| ADDRESS                 |       |     |
| CITY                    | STATE | ZIP |

|                                    |       |     |
|------------------------------------|-------|-----|
| ADDITIONAL PERMIT HOLDER OF RECORD |       |     |
| ADDRESS                            |       |     |
| CITY                               | STATE | ZIP |

**4. Date of Site Inspection:**

|                    |
|--------------------|
| <b>Dec 7, 2021</b> |
|--------------------|

**5. Person(s) interviewed and description of their association with the project:**

| NAME                 | DATE               | ASSOCIATION WITH THE PROJECT             |
|----------------------|--------------------|--|
| <b>Justin Sauers</b> | <b>Dec 7, 2021</b> | <b>PCWDIC – Watermaster</b>              |
| <b>Gus Kreder</b>    | <b>Dec 7, 2021</b> | <b>Kreder Farms – Operations Officer</b> |
| <b>Dave Engle</b>    | <b>Dec 7, 2021</b> | <b>Kreder Farms – Project Manager</b>    |

**6. County:**

|                |
|----------------|
| <b>Yamhill</b> |
|----------------|

**7. If any property described in the place of use of the permit final order is excluded from this report, identify the owner of record for that property (ORS 537.230(5)):**

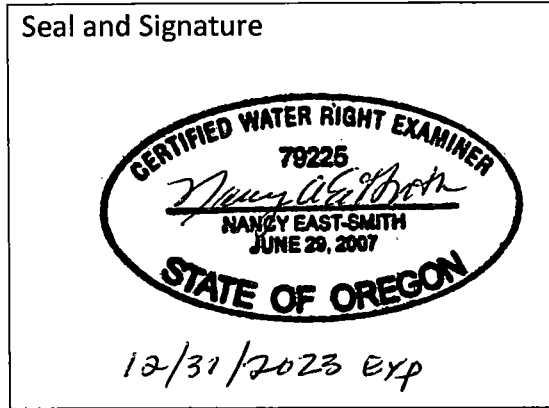
|                 |       |     |
|-----------------|-------|-----|
| OWNER OF RECORD |       |     |
| ADDRESS         |       |     |
| CITY            | STATE | ZIP |

Add additional tables for owners of record as needed

## SECTION 2 SIGNATURES

### CWRE Statement, Seal and Signature

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge.



|  |                    |                                  |   |
|--|--------------------|----------------------------------|---|
| CWRE NAME<br><b>Nancy A East Smith</b> |                    | PHONE NO.<br><b>503 860-9658</b> | ADDITIONAL CONTACT NO.<br><b>503 768-5121</b> |
| ADDRESS<br><b>PO Box 80762</b>         |                    |                                  |   |
| CITY<br><b>Portland</b>                | STATE<br><b>OR</b> | ZIP<br><b>97280</b>              | E-MAIL<br><b>nancysmith@h2ogeo.com</b>        |

### Permit Holder of Record Signature or Acknowledgement

***Each*** permit holder of record must sign this form in the space provided below.

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge. I request that the Department issue a water right certificate.

| SIGNATURE | PRINT OR TYPE NAME | TITLE     | DATE   |
|-----------|--------------------|-----------|--------|
|           | Darin Cox          | President | 7/6/22 |
|           |                    |           |        |
|           |                    |           |        |
|           |                    |           |        |
|           |                    |           |        |

**SECTION 3  
CLAIM DESCRIPTION**

**1. Point of diversion name or number:**

|   |
|---|
| POINT OF DIVERSION<br>(POD) NAME OR NUMBER<br>(CORRESPOND TO MAP) |
| <b>PCWDIC POD</b>   |
|   |

**2. Point of diversion source and tributary:**

| POD<br>NAME OR NUMBER | SOURCE                                     | TRIBUTARY               |
|-----------------------|--|-------------------------|
| <b>PCWDIC POD</b>     | <b>Willamette Basin Project Reservoirs</b> | <b>Willamette River</b> |
|                       |  |                         |

**3. Developed use(s), period of use, and rate for each use:**

| POD<br>NAME OR<br>NUMBER            | USES              | IF IRRIGATION,<br>LIST CROP TYPE | SEASON OR MONTHS<br>WHEN WATER<br>WAS USED | ACTUAL RATE OR VOLUME<br>USED<br>(CFS, GPM, OR AF) |
|-------------------------------------|-------------------|----------------------------------|--|--|
| <b>PCWDIC</b>                       | <b>Irrigation</b> | <b>Grasses,<br/>clover</b>       | <b>Irrigation season</b>                   | <b>197.5 AF</b>                                    |
|                                     |                   |                                  |  |  |
| <b>Total Quantity of Water Used</b> |                   |                                  |  | <b>197.5 AF</b>                                    |

Actual use is based on amount of water farmer paid for under the contract. Because multiple water rights use this system an actual volume of water for this specific place of use can not be determined from the meter.

**4. Provide a general narrative description of the distribution works. This description must trace the water system from each point of diversion to the place of use:**

Water is stored in the Willamette River Basin Project Reservoirs and then released during the irrigation season down the Willamette River under BOR contract No. 169E101916. PCWDIC then pumps the stored water from the Willamette River into a pipe, then a ditch, that discharges to an un-named tributary of Palmer Creek. A rediversion pump is utilized to pump the water from Palmer Creek to the 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 ft 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. Under this permit water is diverted for primary irrigation using a 75 hp rediversion pump (Rediversion 3). Water is then piped via 8-inch and 6-inch main lines and 6-inch handlines to the fields. From the hand lines Big Gun sprinklers with a booster pump are used to apply the water.

Reminder: The map associated with this claim must identify the location of the point(s) of diversion, Donation Land Claims (DLC), Government Lots (GLot), and Quarter-Quarters (QQ).

**5. Variations:**

Was the use developed differently from what was authorized by the permit, or permit amendment final order? If yes, describe below.

**NO**

(e.g. "The permit allowed three points of diversion. The water user only developed one of the points." or "The permit allowed 40.0 acres of irrigation. The water user only developed 10.0 acres.")

All of the acres were developed; there are minor changes in the configuration of the lands.

**6. Claim Summary:**

| POD NAME OR #              | MAXIMUM RATE AUTHORIZED | CALCULATED THEORETICAL RATE BASED ON SYSTEM | AMOUNT OF WATER MEASURED | USE                           | # OF ACRES ALLOWED | # OF ACRES DEVELOPED |
|----------------------------|-------------------------|---|--------------------------|-------------------------------|--------------------|----------------------|
| PCWDIC (via Rediversion 3) | 197.5 AF                | 1.4 cfs                                     | 197.5<br>See Note        | Irrigation (grass and clover) | 79.0               | 79.0                 |
|                            |                         |   |                          |                               |                    |                      |

**Note:** the meter at Rediversion 3 serves multiple water rights. The meter recorded 662 AF for the 2021 irrigation season. The AF recorded above, as the amount measured, is based on the acres developed and the amount allowed in the BOR contract.

**SECTION 4**  
**SYSTEM DESCRIPTION**

Are there multiple PODs?

NO

If "YES" you will need to copy and complete a separate Section 4 for each POD.

POD Name or Number this section describes (only needed if there is more than one):

PCWDIC POD

**A. Place of Use**

1. Is the right for municipal use?

NO

If "YES" the table below may be deleted.

| TWP                          | RNG | MER | SEC | QQ   | GLot | DLC | USE        | IF IRRIGATION,<br># PRIMARY<br>ACRES | IF IRRIGATION, #<br>SUPPLEMENTAL<br>ACRES |
|------------------------------|-----|-----|-----|------|------|-----|------------|--------------------------------------|---|
| 4S                           | 3W  | WM  | 29  | NWSW |      | 55  | Irrigation | 2.1                                  |   |
|                              |     |     |     | SWSW |      | 55  |            | 3.2                                  |   |
|                              |     |     | 30  | NESW |      | 55  |            | 8.4                                  |   |
|                              |     |     |     | SESW |      | 55  |            | 16.7                                 |   |
|                              |     |     |     | NESE |      | 55  |            | 7.1                                  |   |
|                              |     |     |     | NWSE |      | 55  |            | 11.2                                 |   |
|                              |     |     |     | SWSE |      | 55  |            | 19.1                                 |   |
|                              |     |     |     | SESE |      | 55  |            | 9.9                                  |   |
|                              |     |     | 31  | NESE |      | 55  |            | 0.4                                  |   |
|                              |     |     | 32  | NWNW |      | 55  |            | 0.9                                  |   |
| <b>Total Acres Irrigated</b> |     |     |     |      |      |     |            | <b>79.0</b>                          |   |

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (GLot), Quarter Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, GLot, and QQ.

**B. Diversion and Delivery System Information**

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used?

YES

If "NO" items 2 through item 6 may be deleted.

**2. Pump Information:**

| MANUFACTURER            | MODEL        | SERIAL NUMBER | TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE) | INTAKE SIZE           | DISCHARGE SIZE |
|-------------------------|--------------|---------------|--|-----------------------|----------------|
| Pump 1 – Pump & Pipe Co | 2 Stage -12P | 716           | Turbine                                    | In vault<br>no access | 12-inch        |
| Pump 2-Goulds           | DT80         | MG3412        | Turbine                                    | In Vault<br>no access | 12-inch        |
| Pump 3-Peerless         | F 17733      |               | Turbine                                    | In vault<br>no access | 30-inch        |
| Rediversion 3-Cornell   | Y4B75-2      | 48966         | Centrifugal                                | 8-inch                | 8-inch         |
| Field Booster-Weinman   |              | 4044259U      | Centrifugal                                | 6-inch                | 6-inch         |
|                         |              |               |  |                       |                |

**3. Motor Information:**

| MANUFACTURER            | HORSEPOWER |
|-------------------------|------------|
| Pump 1-TriClad/GE       | 125        |
| Pump 2 – US Electric    | 125        |
| Pump 3 – US Electric    | 300        |
| Rediversion 3 - Century | 75         |
| Field Booster-Perkins   | 50         |
|                         |            |

**4. Theoretical Pump Capacity:**

| HORSEPOWER | OPERATING PSI | LIFT FROM SOURCE TO PUMP | LIFT FROM PUMP TO PLACE OF USE | TOTAL PUMP OUTPUT (IN CFS) |
|------------|---------------|--------------------------|--------------------------------|----------------------------|
| 125        | 0             | 20                       | 40                             | 29.2 (2@14.6 each)         |
| 300        | 0             | 20                       | 40                             | 35.2                       |
| 75         | 90            | 5                        | 80                             | 1.6                        |
| 50         | 90            | 0                        | 5                              | 1.4                        |
|            |               |                          |                                |                            |

**5. Provide pump calculations:**

|              |
|--------------|
| See attached |
|--------------|

**6. Measured Pump Capacity (using meter if meter was present and system was operating):**

| INITIAL METER READING | ENDING METER READING | DURATION OF TIME OBSERVED | TOTAL PUMP OUTPUT (IN CFS) |
|-----------------------|----------------------|---------------------------|----------------------------|
| Not operating         |                      |                           |                            |

**Reminder: For pump calculations use the reference information at the end of this document.**

7. Is the distribution system piped?

YES

If "NO" items 8 through item 13 may be deleted.

8. Mainline Information:

| MAINLINE SIZE                 | LENGTH | TYPE OF PIPE     | BURIED OR ABOVE GROUND |
|-------------------------------|--------|------------------|------------------------|
| 36-inch (PCWDIC POD to canal) | 1,400  | Steel            | buried                 |
| 8-inch to Field 1             | 5,800  | Aluminum and PVC | Buried                 |
| 8-inch to Field 2             | 5,000  | Aluminum and PVC | Buried                 |
| 8-inch to Field 3             | 5,250  | Aluminum and PVC | Buried                 |
| 6-inch to Field 3             | 2,100  |                  |                        |

9. Lateral or Handline Information:

| LATERAL OR HANDLINE SIZE | LENGTH | TYPE OF PIPE | BURIED OR ABOVE GROUND |
|--------------------------|--------|--------------|------------------------|
| 5 or 6 -inch             | 1,700  | Aluminum     | Above Ground           |
|                          |        |              |                        |
|                          |        |              |                        |

10. Sprinkler Information:

| SIZE       | OPERATING PSI | SPRINKLER OUTPUT (GPM) | TOTAL NUMBER OF SPRINKLERS | MAXIMUM NUMBER USED | TOTAL SPRINKLER OUTPUT (GFS) |
|------------|---------------|------------------------|----------------------------|---------------------|------------------------------|
| 0.8 to 1.3 | 75-100        | 175 to 275             | 3                          | 3                   | 1.1 to 1.8                   |
|            |               |                        |                            |                     |                              |
|            |               |                        |                            |                     |                              |

Reminder: For sprinkler output determination use the reference information at the end of this document.

11. Drip Emmitter Information:

| SIZE | OPERATING PSI | EMITTER OUTPUT (GPM) | TOTAL NUMBER OF EMITTERS | MAXIMUM NUMBER USED | TOTAL EMITTER OUTPUT (GFS) |
|------|---------------|----------------------|--------------------------|---------------------|----------------------------|
|      |               |                      |                          |                     |                            |
|      |               |                      |                          |                     |                            |
|      |               |                      |                          |                     |                            |

12. Drip Tape Information:

| DRIPPER SPACING IN INCHES | GPM PER 100 FEET | TOTAL LENGTH OF TAPE | MAXIMUM LENGTH OF TAPE USED | TOTAL TAPE OUTPUT (CFS) | ADDITIONAL INFORMATION |
|---------------------------|------------------|----------------------|-----------------------------|-------------------------|------------------------|
|                           |                  |                      |                             |                         |                        |
|                           |                  |                      |                             |                         |                        |
|                           |                  |                      |                             |                         |                        |



**13. Pivot Information:**

| MANUFACTURER | MAXIMUM WETTED RADIUS | OPERATING PSI | TOTAL PIVOT OUTPUT (GPM) | TOTAL PIVOT OUTPUT (CFS) |
|--------------|-----------------------|---------------|--------------------------|--------------------------|
|              |                       |               |                          |                          |
|              |                       |               |                          |                          |
|              |                       |               |                          |                          |

**C. Storage**

**1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?**

**NO**

*If "NO", item 2 and 3 relating to this section may be deleted.*

**D. Gravity Flow Pipe**

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

**1. Does the system involve a gravity flow pipe?**

**NO**

*If "NO", items 2 through 4 relating to this section may be deleted.*

**E. Gravity Flow Canal or Ditch**

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

**1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?**

**YES**

*If "NO", items 2 through 4 relating to this section may be deleted.*

**2. Complete the table:**

| CANAL OR DITCH TYPE (MATERIAL) | TOP WIDTH OF CANAL OR DITCH | BOTTOM WIDTH OF CANAL OR DITCH | DEPTH  | "N" FACTOR | AMOUNT OF FALL | LENGTH OF CANAL / DITCH | SLOPE | COMPUTED RATE (IN CFS) |
|--------------------------------|-----------------------------|--------------------------------|--------|------------|----------------|-------------------------|-------|------------------------|
| Soil                           | 20 feet                     | 5 feet                         | 7 feet | .02        | 15             | 12500 ft                | 1%    | 512                    |

**3. Provide calculations:**

See attached

**4. If an actual measurement was taken, provide the following:**

| DATE OF MEASUREMENT | WHO MADE THE MEASUREMENT | MEASUREMENT METHOD | MEASURED QUANTITY OF WATER (IN CFS) |
|---------------------|--------------------------|--------------------|-------------------------------------|
|                     |                          |                    |                                     |

Attach measurement notes.

**F. Additional notes or comments related to the system:**

## SECTION 5 CONDITIONS

All conditions contained in the permit, permit amendment, or any extension final order shall be addressed. Reports that do not address all performance related conditions will be returned.

### 1. Time Limits:

Permits and any extension final orders contain any or all of the following dates: the date when the actual construction work was to begin, the date when the construction was to be completed, and the date when the complete application of water to the proposed use was to be completed. These dates may be referred to as ABC dates. Describe how the water user has complied with each of the development timelines established in the permit or permit extension of time:

|                                   | DATE FROM PERMIT | DATE ACCOMPLISHED* | DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS |
|-----------------------------------|------------------|--------------------|---|
| ISSUANCE DATE                     | October 13, 2016 |                    |   |
| BEGIN CONSTRUCTION (A)            | NA               | Existing           | User already had system in place  |
| COMPLETE CONSTRUCTION (B)         | October 13, 2021 | Existing           | User already had system in place  |
| COMPLETE APPLICATION OF WATER (C) | October 13, 2021 | March 2021         | Complete application to all lands   |

\* MUST BE WITHIN PERIOD BETWEEN PERMIT OR ANY EXTENSION FINAL ORDER ISSUANCE AND THE DATE TO COMPLETELY APPLY WATER

### 2. Is there an extension final order(s)?

NO

*If "NO", items a and b relating to this section may be deleted.*

### 3. Measurement Conditions:

a. Does the permit, permit amendment, or any extension final order require the installation of a meter or approved measuring device? YES

*If "NO", items b through f relating to this section may be deleted.*

**Reminder: If a meter or approved measuring device was required, the COBU map must indicate the location of the device in relation to the point of diversion.**

b. Has a meter been installed? YES

#### c. Meter Information

| POD NAME OR # | MANUFACTURER | SERIAL # | CONDITION (WORKING OR NOT) | CURRENT METER READING | DATE INSTALLED |
|---------------|--------------|----------|----------------------------|-----------------------|----------------|
| PCWDIC        | SeaMetrics   | 0801271  | Working                    | 0                     | 2005           |
| Rediversion 3 | McCrometer   |          | Working                    | 662 AF                | unknown        |

**NOTE: PCWDIC meter had been zeroed after the 2021 irrigation season Rediversion 3 meter irrigates additional fields under multiple water rights.**

**4. Recording and reporting conditions:**

a. Is the water user required to report the water use to the Department? **YES**

*If "NO", item b relating to this section may be deleted.*

b. Have the reports been submitted? **YES**

If the reports have not been submitted, attach a copy of the reports if available.

**5. Fish Screening:**

a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? **YES**

*If "NO", items b through e relating to this section may be deleted.*

**Reminder: If fish screening devices were required, the COBU map must indicate their location in relation to the point of diversion.**

b. Has the fish screening been installed? **YES**

c. When was the fish screening installed?

| DATE     | BY WHOM             |
|----------|---------------------|
| May 2008 | Intake Screens, Inc |

**Reminder: If the permit was issued on or after February 1, 2011, the fish screen is required to be approved by the Oregon Department of Fish and Wildlife regardless of the rate of diversion.**

d. If the diversion **involves a pump *and*** the **total** diversion rate of all rights at the point of diversion is less than 225 gpm (0.5 cfs) and the permit was issued prior to February 1, 2011:

- Has the self-certification form previously been submitted to the Department? **NA**

If not, go to <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx> complete and attach a copy of the 'ODFW Small Pump Screen Self Certification' form to this claim, and send a copy of it to the Oregon Department of Fish and Wildlife (ODFW).

**Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. The ODFW self certification form needs to have been previously submitted or be attached to this form.**

e. If the diversion does **not involve a pump *or*** the **total** diversion rate of all rights at the point of diversion is 225 gpm (0.5 cfs) or greater:

- Has the ODFW approval been previously submitted? **NA**

If not, contact and work with ODFW to ensure compliance. To demonstrate compliance, provide signed documentation from ODFW. A form is available at: <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

**Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. In order to receive a favorable approval, the ODFW/WRD "Fish Screen Inspection" form needs to have been previously submitted or be attached to this form.**

**6. By-pass Devices:**

a. Are any points of diversion required to have a by-pass device to prevent fish from entering the point of diversion? **NO**

*If "NO", items b and c relating to this section may be deleted.*

**Reminder: If by-pass devices were required, the COBU map must indicate their location in relation to the point of diversion.**

b. Have by-pass devices been installed? **NA**

c. Describe the diversion works as related to whether a by-pass device is installed or unnecessary:

(Provide a letter from ODFW indicating the device is approved or is unnecessary. If there is no letter from ODFW, explain whether or not a by-pass device is necessary.)

| DESCRIPTION<br>(E.G. "ODFW HAS APPROVED THE BY-PASS DEVICE" OR "NO BY-PASS DEVICE IS NECESSARY BECAUSE THERE IS A DIRECT DIVERSION FROM THE STREAM VIA A PUMP ON RIVER LEFT STREAM BANK WITH FOOT VALVE DESCENDING DIRECTLY INTO NATURAL POOL.") IN ADDITION, YOU MAY ATTACH PHOTOS TO THIS CLAIM. | IF INSTALLED,<br>(DATE) | IF INSTALLED, BY WHOM |
|--|-------------------------|-----------------------|
|  |                         |                       |

**7. Other conditions required by permit, permit amendment final order, or extension final order:**

- a. Was the water user required to restore the riparian area if it was disturbed? **YES**
- b. Was a fishway required? **NO**
- c. Was submittal of a water management and conservation plan required? **NO**
- d. Other conditions? **NO**

If "YES" to any of the above, identify the condition and describe the water user's actions to comply with the condition(s):

**7A. No riparian area was disturbed, system was already existing**

**SECTION 6  
ATTACHMENTS**

Provide a list of any additional documents you are attaching to this report:

| <b>ATTACHMENT NAME</b> | <b>DESCRIPTION</b>                 |
|------------------------|------------------------------------|
| <b>A</b>               | <b>Permit and Map</b>              |
| <b>B</b>               | <b>BOR Contract</b>                |
| <b>C</b>               | <b>Pump Calculations</b>           |
| <b>D</b>               | <b>Fish Screen Approval Letter</b> |

## SECTION 7

### CLAIM OF BENEFICIAL USE MAP

The Claim of Beneficial Use Map must be submitted with this claim. Claims submitted without the Claim of Beneficial Use map will be returned. The map shall be submitted on poly film at a scale of 1" = 1320 feet, 1" = 400 feet, or the original full-size scale of the county assessor map for the location.

**Provide a general description of the survey method used to prepare the map. Examples of possible methods include, but are not limited to, a traverse survey, GPS, or the use of aerial photos. If the basis of the survey is an aerial photo, provide the source, date, series and the aerial photo identification number.**

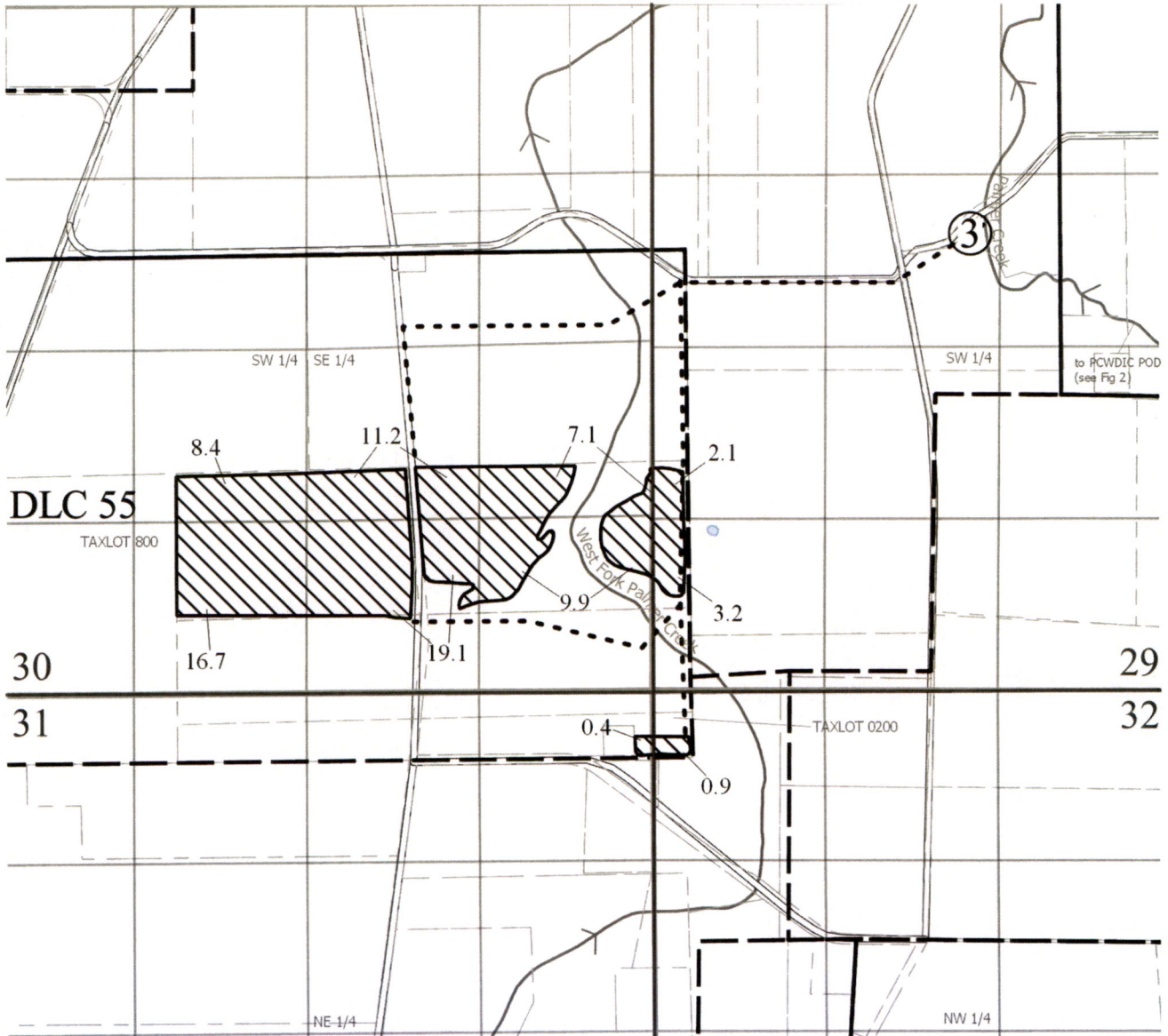
A hand help GPS was used in the field. Yamhill County and Google Earth Imagery were used to assist in place of use delineation.

#### Map Checklist

Please be sure that the map you submit includes ALL the items listed below.  
**(Reminder: Incomplete maps and/or claims may be returned.)**

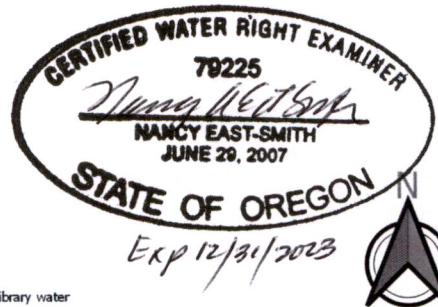
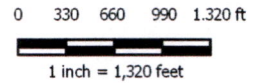
- Map on polyester film
- Appropriate scale (1" = 400 feet, 1" = 1320 feet, or the original full-size scale of the county assessor map)
- Township, Range, Section, Donation Land Claims, and Government Lots
- If irrigation, number of acres irrigated within each projected Donation Land Claims, Government Lots, Quarter-Quarters
- Locations of fish screens and/or fish by-pass devices in relationship to point of diversion
- Locations of meters and/or measuring devices in relationship to point of diversion or appropriation
- Conveyance structures illustrated (pumps, reservoirs, pipelines, ditches, etc.)
- Point(s) of diversion or appropriation (illustrated and coordinates)
- Tax lot boundaries and numbers
- Source illustrated if surface water
- Disclaimer ("This map is not intended to provide legal dimensions or locations of property ownership lines")
- Application and permit number or transfer number
- North arrow
- Legend
- CWRE stamp and signature

T4S, R3W WM, Sections 29, 30, 31, 32  
 Yamhill County, Oregon  
 Application S-88187 Permit S-55014



Explanation

- Primary (79.0 acres)
- DLC
- Mainline
- Roads
- Streams
- Rediversion Pump and Meter



NAD 1983 HARN  
 Datum of 1983  
 Prepared February 11, 2022

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

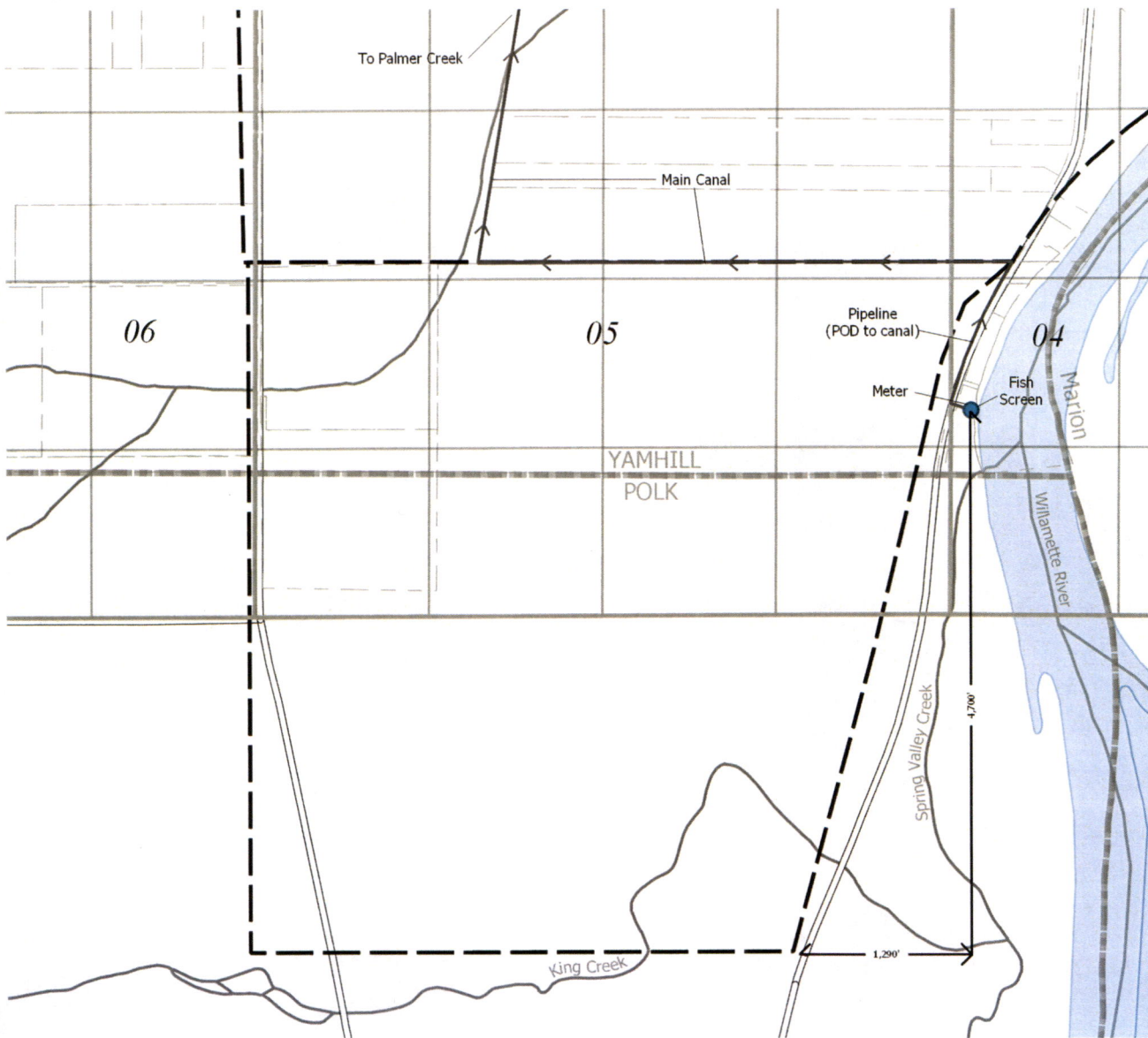
This map was prepared for the purpose of identifying the location of a water right only and is not intended to provide legal dimensions or locations of property ownership lines.



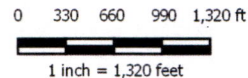
**CLAIM OF BENEFICIAL USE**  
 Map 1 of 2 - Place of Use  
 Palmer Creek Water District Company



**T6S, R3W WM, Section 4  
Yamhill County, Oregon  
Application S-88187 Permit S-55014**



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



**Explanation**

- Point of Diversion
- DLC
- County Line
- taxlots
- Main Canal
- Streams
- Roads

NAD 1983 HARN  
Datum of 1983  
Prepared June 01, 2022

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

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



**CLAIM OF BENEFICIAL USE  
Map 2 of 2  
Palmer Creek Water District Company**

***ATTACHMENT A***  
*S-55014 Permit and Maps*

STATE OF OREGON

COUNTY OF YAMHILL

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO:

PALMER CREEK WATER DISTRICT IMPROVEMENT CO.  
14395 SE WALLACE RD  
DAYTON OR 97114

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: S-88187

SOURCE OF WATER: WILLAMETTE BASIN PROJECT RESERVOIRS, CONSTRUCTED UNDER PERMITS R-1625 AND R-5363, TRIBUTARY TO WILLAMETTE RIVER

PURPOSE OR USE: IRRIGATION OF 79.0 ACRES

MAXIMUM VOLUME: 197.5 ACRE-FEET (OR AS FURTHER LIMITED BY CONTRACT)

DATE OF PRIORITY: FEBRUARY 29, 2016

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

**Authorized Point of Re-Diversion:**

| Twp | Rng | Mer | Sec | Q-Q   | Measured Distances  |
|-----|-----|-----|-----|-------|---|
| 6 S | 3 W | WM  | 4   | NW SW | 4700 FEET NORTH AND 1290 FEET EAST FROM SE CORNER, GAY DLC 58 |

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 a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year. The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

**Authorized Place of Use:**

| Twp | Rng | Mer | Sec | Q-Q   | Acres |
|-----|-----|-----|-----|-------|-------|
| 4 S | 3 W | WM  | 29  | NW SW | 2.4   |
| 4 S | 3 W | WM  | 29  | SW SW | 3.4   |
| 4 S | 3 W | WM  | 30  | NE SW | 8.9   |
| 4 S | 3 W | WM  | 30  | SE SW | 16.7  |
| 4 S | 3 W | WM  | 30  | NE SE | 7.2   |
| 4 S | 3 W | WM  | 30  | NW SE | 11.6  |
| 4 S | 3 W | WM  | 30  | SW SE | 17.5  |
| 4 S | 3 W | WM  | 30  | SE SE | 10.5  |
| 4 S | 3 W | WM  | 32  | NW NW | 0.8   |

Measurement devices, and recording/reporting of annual water use conditions:

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter at each point of re-diversion. The permittee shall maintain the device in good working order.

- B. The permittee shall allow the watermaster access to the device; provided however, where any device is located within a private structure, the watermaster shall request access upon reasonable notice.
- C. The permittee shall keep a complete record of the volume of water diverted each month, and shall submit a report which includes water-use measurements to the Department annually, or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
- D. The Director may provide an opportunity for the permittee to submit alternative measuring and reporting procedures for review and approval.

The water user shall install, maintain, and operate fish screening and fish passage devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion, while passage devices provide adequate upstream and downstream passage for fish. The required screen and passage devices are to be in place and functional, and approved in writing by ODFW prior to diversion of water. The water user may submit evidence in writing that ODFW has determined screens and/or passage devices are not necessary.

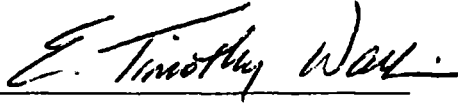
The use of water under this right is subject to the terms and conditions of contract No. 169E101916, or a satisfactory replacement, between the Bureau of Reclamation and the permittee, a copy of which must be on file in the records of the Water Resources Department.

#### **STANDARD CONDITIONS**

1. Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.
2. Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.
3. This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.
4. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.
5. The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.
6. If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR Chapter 635, Division 415, shall be followed.
7. Construction of the water system shall begin within five years of the date of permit issuance. The deadline to begin construction may not be extended. This permit is subject to cancellation proceedings if the begin construction deadline is missed.

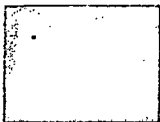
8. Complete application of the water shall be made within five years of the date of permit issuance. If beneficial use of permitted water has not been made before this date, the permittee may submit an application for extension of time, which may be approved based upon the merit of the application.
9. Within one year after making beneficial use of water, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner.

Issued October 13 2016



E. Timothy Wallin, Water Rights Program Manager  
for Thomas M. Byler, Director

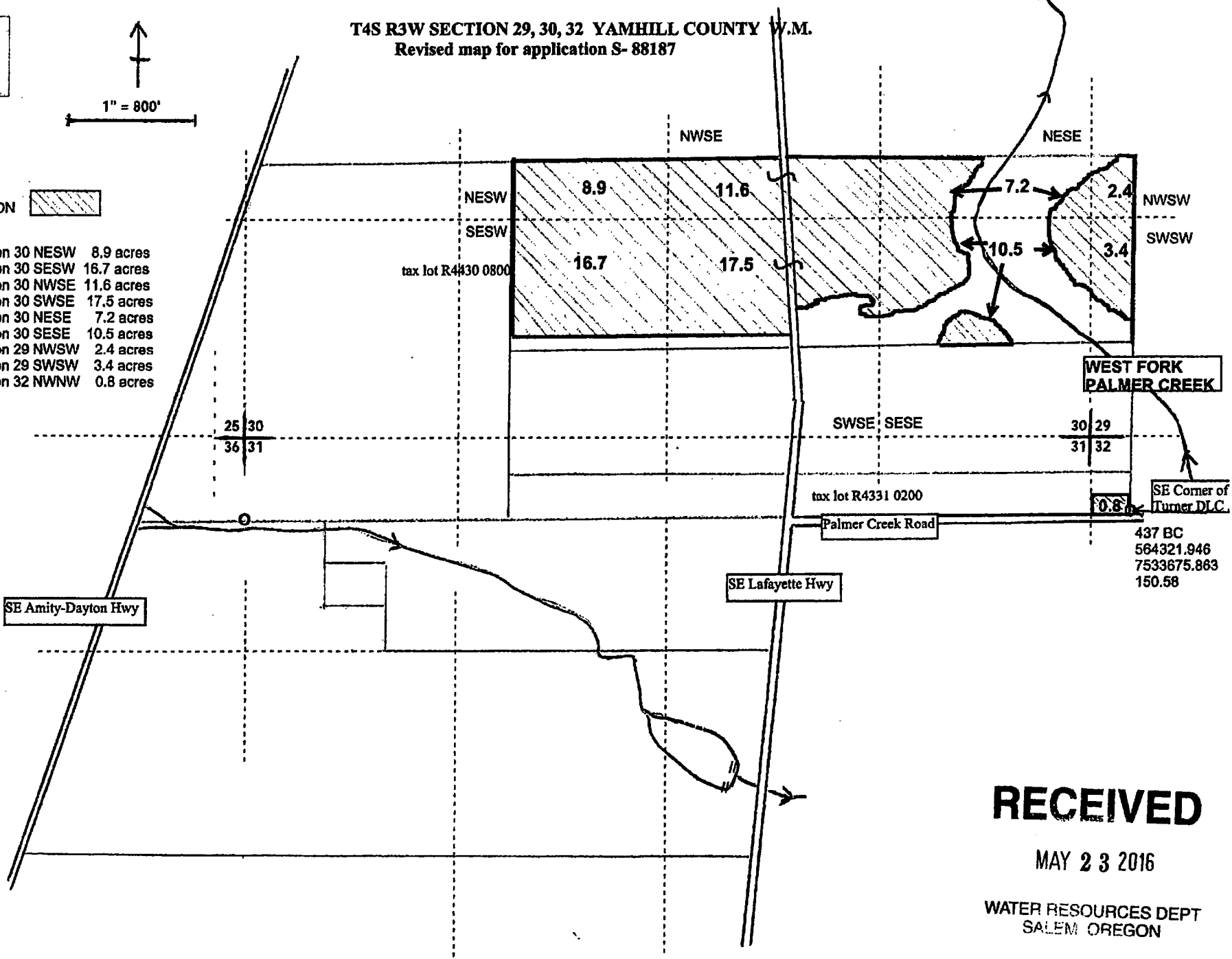
T4S R3W SECTION 29, 30, 32 YAMHILL COUNTY W.M.  
 Revised map for application S- 88187



1" = 800'

PRIMARY IRRIGATION 

- 4S3W Section 30 NESW 8.9 acres
- 4S3W Section 30 SESW 16.7 acres
- 4S3W Section 30 NWSE 11.6 acres
- 4S3W Section 30 SWSE 17.5 acres
- 4S3W Section 30 NESE 7.2 acres
- 4S3W Section 30 SESE 10.5 acres
- 4S3W Section 29 NWSW 2.4 acres
- 4S3W Section 29 SWSW 3.4 acres
- 4S3W Section 32 NWNW 0.8 acres



WEST FORK PALMER CREEK

tax lot R4331 0200

Palmer Creek Road

SE Lafayette Hwy

SE Amity-Dayton Hwy

SE Corner of Turner DLC  
 437 BC  
 564321.946  
 7533675.863  
 150.58

**RECEIVED**

MAY 23 2016

WATER RESOURCES DEPT  
 SALEM OREGON

superseding

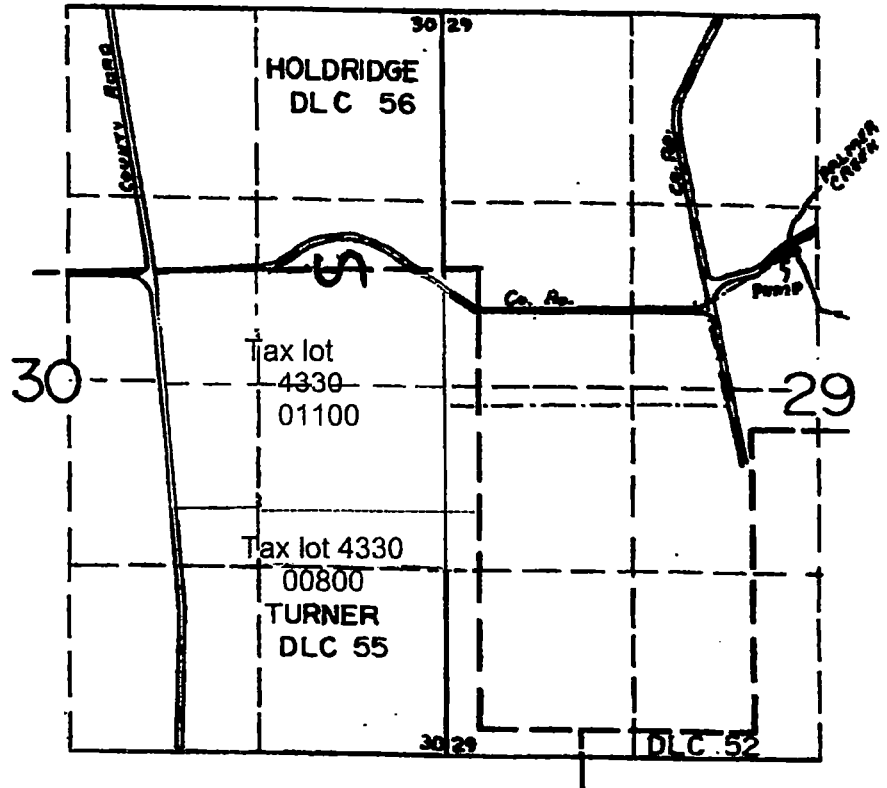
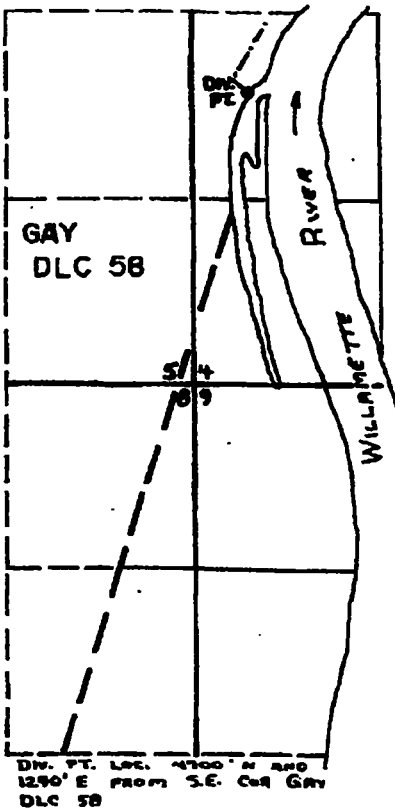
RECEIVED

FEB 29 2016

WATER RESOURCES DEPT  
SALEM, OREGON

T.6S., R.3W., W.M.

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



IN NAME OF  
PALMER CREEK WATER DISTRICT  
IMPROVEMENT COMPANY

Surveyed JUNE 12 1974, by L. Tell  
amended January 19, 2016

P-00107

***ATTACHMENT B***  
*Bureau of Reclamation Contract*





# United States Department of the Interior

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

IN REPLY REFER TO:

PN-6324  
WTR-4.00

**AUG 29 2016**

Mr. Timothy Kreder  
MBS Properties, LLC  
11700 SE Amity-Dayton HWY  
Dayton, OR 97114

**Subject: Water Service Contract No. 169E101916, Willamette River Basin Project, Oregon**

Dear Mr. Kreder:

Enclosed for your records is a fully executed copy of the subject contract, which provides MBS Properties, LLC, irrigation use of up to 197.5 acre-feet of stored water from the Willamette River Basin Project for use on 79 acres.

Please note that if less water is used during any irrigation season, information on the amount delivered must be received in writing by this office no later than December 1, of the subject season, to receive a credit as set forth in Article 6 of the contract.

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

Sincerely,

Ryan M. Patterson  
Program Manager  
Repayment and Acreage Limitation

Enclosure

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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| 6                      | Payments for Water .....   | 2-3                 |
| 7                      | Contract Administration Fees .....                               | 4                   |
| 8                      | Charges for Delinquent Payments .....                            | 4                   |
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|                        | Attachment 1   |                     |

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

**CONTRACT FOR WATER SERVICE**

THIS CONTRACT, made this 29<sup>th</sup> day of August, 2016, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **MBS Properties, LLC**, 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, 2016-CCAO-59C, approved on June 3, 2016.

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 1

Of the land described, not more than 79 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 197.5 acre-feet of stored water annually, measured at the point of delivery of said water.

**PAYMENTS FOR WATER**

6. (a) An annual payment of \$1,580 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$1,580 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 197.5 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:

Served by Palmer Creek Water District Improvement Company

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

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

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

## 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 MBS Properties, LLC, Attn: Timothy Kreder, 11700 SE Amity-Dayton HWY, 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 A and is hereby made a part of this contract.

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

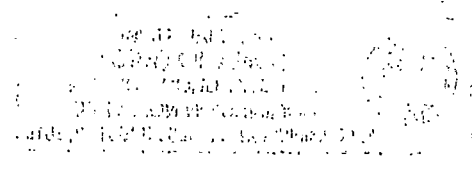
IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**MBS PROPERTIES, LLC**

By: *Maury A. Allright* manager.  
Signature and Title

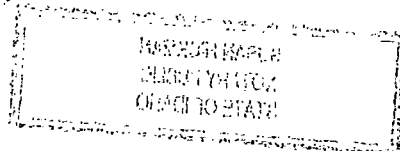
Attest:

By: *Scott C. Keph*  
Signature and Title  
*Farm Contractor*



**UNITED STATES OF AMERICA**

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



STATE OF )  
 : SS  
County of Yamhill)

On this 11<sup>th</sup> day of aug., 2016, before me, a notary public, personally appeared Timothy C Krehen and Mary A Albright known to me to be the official(s) of the **MBS PROPERTIES, LLC**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **MBS PROPERTIES, LLC**, 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)

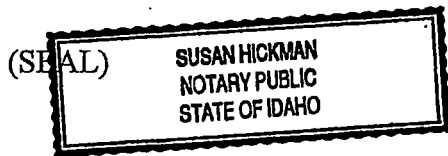
Lona Jo Bunn  
Notary Public in and for the  
State of Oregon  
Residing at: Dayton, OR 97114  
My commission expires: 8-2-19

\*\*\*\*\*

STATE OF IDAHO)  
 : SS  
County of Ada )

On this 29 day of August, 2016, personally appeared before me Ryan M. Patterson, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(SEAL)

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

GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

### CHANGES IN CONTRACTOR'S ORGANIZATION

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

### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

### BOOKS, RECORDS, AND REPORTS

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

### COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

### PROTECTION OF WATER AND AIR QUALITY

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

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



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

#### WATER CONSERVATION

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

#### EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

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

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

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

#### PRIVACY ACT COMPLIANCE

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

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

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

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

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

#### MEDIUM FOR TRANSMITTING PAYMENTS

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

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

#### CONTRACT DRAFTING CONSIDERATIONS

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

| Township | Range | Section | 40-Acre Tract | Acres |
|----------|-------|---------|---------------|-------|
| 4S       | 3W    | 30      | NE SW         | 8.9   |
| 4S       | 3W    | 30      | SE SW         | 16.7  |
| 4S       | 3W    | 30      | NW SE         | 11.6  |
| 4S       | 3W    | 30      | SW SE         | 17.5  |
| 4S       | 3W    | 30      | NE SE         | 7.2   |
| 4S       | 3W    | 30      | SE SE         | 10.5  |
| 4S       | 3W    | 29      | NW SW         | 2.4   |
| 4S       | 3W    | 29      | SW SW         | 3.4   |
| 4S       | 3W    | 32      | NW NW         | 0.8   |

***ATTACHMENT C***  
*Calculations*

# PCWDIC POD – PUMP 1 and 2 Pump Capacity Calculation Sheet

using Department designed formula:

$$(\text{hp})(\text{efficiency}) / (\text{lift} + \text{psi head}) = \text{capacity in cfs}$$

Efficiency:

Centrifugal = 6.61

Turbine = 7.04

---

## Data Entry (fill in underlined blanks)

---

|              |             |
|--------------|-------------|
| HP =         | <u>125</u>  |
| Efficiency = | <u>7.04</u> |
| Lift =       | <u>60</u>   |
| PSI =        | <u>0</u>    |

---

## Results Calculated

---

|                      |      |
|----------------------|------|
| (hp)(efficiency) =   | 880  |
| Head based on psi =  | 0.0  |
| Total dynamic head = | 60.0 |
| (head + lift)        |      |

**Pump Capacity = 14.67 feet per second**

## PCWDIC POD – PUMP 3

### Pump Capacity Calculation Sheet

using Department designed formula:

$$(\text{hp})(\text{efficiency}) / (\text{lift} + \text{psi head}) = \text{capacity in cfs}$$

Efficiency:

Centrifugal = 6.61

Turbine = 7.04

---

#### Data Entry (fill in underlined blanks)

---

HP = 300  
Efficiency = 7.04  
Lift = 60  
PSI = 0

#### Results Calculated

---

(hp)(efficiency) = 2112  
Head based on psi = 0.0  
Total dynamic head = 60.0  
(head + lift)

**Pump Capacity = 35.20 feet per second**

## Ditch Capacity Calculator

using Manning's Formula

---

### Data Entry (fill in underlined blanks)

---

Top Width = 20 feet  
Bottom Width = 5 feet  
Depth = 7 feet  
Fall = 15 feet per 12500 feet of distance  
Grade = 0.0012, or 0.1%  
n Factor = 0.02

### Results calculated

---

Area of cross-section = 87.5 square feet  
Wetted Perimeter = 25.51828 feet  
Hydraulic Radius = 3.428914  
Velocity = 5.853 feet per second

**Calculated Ditch Capacity = 512.1 cubic feet per second**



## Pump Capacity Calculation Sheet

### Rediversion 3

using Department designed formula:

$$(\text{hp})(\text{efficiency}) / (\text{lift} + \text{psi head}) = \text{capacity in cfs}$$

Efficiency:

Centrifugal = 6.61

Turbine = 7.04

---

#### Data Entry (fill in underlined blanks)

---

$$\begin{array}{r} \text{HP} = \underline{\quad 75 \quad} \\ \text{Efficiency} = \underline{\quad 6.61 \quad} \\ \text{Lift} = \underline{\quad 85 \quad} \\ \text{PSI} = \underline{\quad 90 \quad} \end{array}$$

---

#### Results Calculated

---

$$\begin{array}{r} (\text{hp})(\text{efficiency}) = \quad 495.75 \\ \text{Head based on psi} = \quad 228.6 \\ \text{Total dynamic head} = \quad 313.6 \\ (\text{head} + \text{lift}) \end{array}$$

$$\text{Pump Capacity} = \quad \mathbf{1.58 \text{ cubic feet per second}}$$

# FIELD BOOSTER PUMP Pump Capacity Calculation Sheet

using Department designed formula:

$$(\text{hp})(\text{efficiency}) / (\text{lift} + \text{psi head}) = \text{capacity in cfs}$$

Efficiency:

Centrifugal = 6.61

Turbine = 7.04

---

## Data Entry (fill in underlined blanks)

---

|              |             |
|--------------|-------------|
| HP =         | <u>50</u>   |
| Efficiency = | <u>6.61</u> |
| Lift =       | <u>5</u>    |
| PSI =        | <u>90</u>   |

---

## Results Calculated

---

|                      |       |
|----------------------|-------|
| (hp)(efficiency) =   | 330.5 |
| Head based on psi =  | 228.6 |
| Total dynamic head = | 233.6 |
| (head + lift)        |       |

**Pump Capacity = 1.41 feet per second**

***ATTACHMENT D***  
*Fish Screen Approval Letter*



# Oregon

Theodore R. Kulongoski, Governor

Department of Fish and Wildlife

Fish Division

3406 Cherry Avenue NE

Salem, OR 97303

(503) 947-6200

Fax (503) 947-6202/6203

www.dfw.state.or.us



July 17, 2008

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

Dear Mr. Bartch:

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

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

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

Sincerely,

Ray Hartlerode  
Program Manager  
Fish Screening & Passage Program



UNITED STATES DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration  
NATIONAL MARINE FISHERIES SERVICE  
1201 NE Lloyd Boulevard, Suite 1100  
PORTLAND, OREGON 97232-1274  
August 31, 2011

William Parks  
U.S. Bureau of Reclamation  
1150 N. Curtis Rd. Suite 100  
Boise, Idaho 83706-1234

SEP 02 2011

Re: Palmer Creek Water District fish screen velocity testing.

Dear Mr. Parks:

On May 6, 2011, National Marine Fisheries Service (NMFS) was given the opportunity to observe velocity testing of the fish screen currently in service for the Palmer Creek Water District diversion on the Willamette River at about river mile 140, right bank. This testing was required by NMFS as a condition of the initial engineering approval of the screen due to the screen being installed in a fashion that fails to meet NMFS fish screening and passage criteria. The velocity testing was conducted by representatives of the screen manufacturer, Intake Screens, Inc. with the assistance of personnel from Oregon Department of Fish and Wildlife (ODFW). The testing protocol was developed by ODFW with the assistance and concurrence of NMFS engineering staff.

Velocity measurements, as processed by ODFW, are attached at the end of this letter, but the key conclusion of the testing is that the screen meets approach velocity criteria as defined in NMFS Anadromous Salmonid Passage Facility Design, 2008. This testing satisfies the requirement for velocity testing as described in a letter dated Dec. 2, 2005 from Keith Kirkendall of NMFS to Mr. Richard Craven of Craven Consulting Group in Tigard, Oregon.

NMFS appreciates the cooperation and support of Palmer Water District, as well as Intake Screens, Inc. and ODFW in the accomplishment of this testing. If you have any questions or concerns, please contact Jeff Brown at (503)230-5437 or [Jeffrey.Brown@noaa.gov](mailto:Jeffrey.Brown@noaa.gov).

Sincerely,

Keith Kirkendall, Chief  
FERC and Water Diversions Branch  
Hydropower Division



June 2, 2022  
10398.004


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

**Subject:** Claim of Beneficial Use  
Permit S-55014  
Palmer Creek Water District Improvement Co.  
Yamhill County, Oregon

**Attention:** Certificate Section

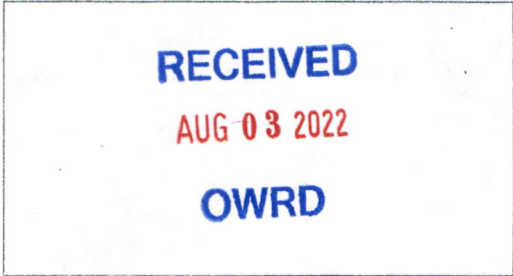
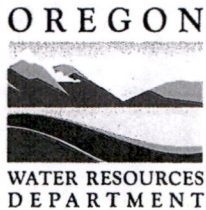
On behalf of Palmer Creek Water District Improvement Company, we have prepared the enclosed Claim of Beneficial Use (COBU) report for Permit S-55014. If you have any questions or comments please contact us at (503) 768-5121.

Sincerely,  
*EnviroLogic Resources, Inc.*

  
Nancy East-Smith, RG, CWRE  
Senior Project Geologist

  
Thomas J. Calabrese, RG, CWRE  
Principal Hydrogeologist

Enclosure: COBU Report S-55014



Date Received (Date Stamp Here)

## OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: PALMER CREEK WATER DIST INC

Transaction Type: Claim

Fees Received: \$ 230<sup>00</sup>

Cash       Check:      Check No. 6280

Name(s) on Check: PALMER CRK WATER DIST

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

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

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

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

Sincerely,  
OWRD Customer Service Staff

Submission received by: C. Holme  
(Name of OWRD staff)

**Instructions for OWRD staff:**

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