



West Extension Irrigation District

P. O. Box 100; Irrigon, OR 97844-0100
541-922-3814 (ph) 541-922-9775 (fax)
westex@oregontrail.net

June 24, 2024

Morrow County Planning Department
P. O. Box 140
Irrigon, OR 97844

Re: CUP-N-368-24 Caitlin and Sean Shimer, Owner
T4N R25E Section 16, tax lot 807

I have reviewed the applicant, Beau Bankson's, request for a conditional use permit for the Shimer property. The West Extension Irrigation District (WEID), is the operating entity for the federal Umatilla project by its 1926 contract.

The US has a right-of-way for water conveyance across the property under the provisions of the Act of August 30, 1890. The rights were further granted to the United States in Water Right Application No. 1032 for the Umatilla Project No. 643, dated May 7, 1917 (copy attached). I have attached the 2022 Irrigation Water Right Agreement signed by Alisia K. Hearn and filed with Morrow County (2022-51438) in which these rights were recognized. The Irrigation Delivery Pipeline Easement, which referred to the US rights, signed by Sean and Caitlin Shimer, is also enclosed.

The 18-inch irrigation pipeline through the property is a 50-foot right-of-way, 25-feet on each side of center, per the District standards for pipelines 15-inches and over. As stated in Section 3 of the 2022 agreement, 2022-51438, no permanent structures, plants or trees shall be built or planted on the federal ROW.

The WEID has no objections to the CUP as long as the federal rights are not affected. This includes the ongoing operation, repair and maintenance of the federal irrigation pipeline.

Further, any irrigation rights not planned to be used as a result of this land action should be removed from the property prior to final approval. The owner should contact the WEID for this process. Any questions should be directed to me. Thank you.

A handwritten signature in blue ink that reads "Bev Bridgewater". The signature is fluid and cursive, with the first letters of "Bev" and "Bridgewater" being capitalized and prominent.

Bev Bridgewater
District Manager

DEPARTMENT OF THE INTERIOR.

WATER-RIGHT APPLICATION FOR LANDS IN PRIVATE OWNERSHIP
AND LANDS OTHER THAN HOMESTEADS UNDER THE RECLAMATION ACT.

ACT JUNE 17, 1902 (32 STAT., 388);

AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO.

Umatilla PROJECT. SERIAL NO. 643 1032
State of Oregon West Extension - First Unit.
May 7, 1917
(Date)

I, R. J. Arnold, in pursuance of the provisions of the Reclamation Act approved June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, especially the act approved August 9, 1912 (37 Stat., 265), and the act approved August 13, 1914 (38 Stat., 686), known as the Reclamation Extension Act, all hereinafter called the Reclamation Law, and the rules and regulations established thereunder, do hereby apply on behalf of myself, my heirs, executors, administrators, and assigns for a water right for the irrigation of and to be appurtenant to 70 acres of irrigable land as shown on plats approved by the Secretary of the Interior within the tract described as follows:

E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 16
Township 4 N., Range 25 E.
E. W. Meridian, containing a total of 80 acres.

2. The measure of the water right for said land is that quantity of water which shall be beneficially used for the irrigation thereof, but in no case exceeding the share proportionate to irrigable acreage, of the water supply actually available as determined by the Project Manager or other proper officer of the United States, or of its successors in the control of the project, during the irrigation season for the irrigation of lands under said unit. If measuring devices are not installed at the land, the amount of water delivered shall be determined by the Reclamation Service official in charge of the project, a reasonable allowance being made for losses of water after passing the point of measurement.

3. I agree: (a) To pay the annual installments of the construction charge fixed by the Secretary of the Interior in public notice issued in connection with the unit above described on Jan. 5th & Feb. 8th day of 1917, at \$ 92.00 per acre of irrigable land, and in addition thereto the annual charges for operation and maintenance as prescribed by the Reclamation Extension Act, and all penalties which may accrue for failure to make payments at the proper time; (b) that the construction charge and each and all of said annual charges for operation and maintenance with accrued penalties shall be and the same are hereby made a lien upon the tract of land above described and all water rights now or hereafter appurtenant or belonging

thereto and all improvements now existing or hereafter made thereon, promising, covenanting, and agreeing to pay all taxes and other claims now or hereafter becoming a prior encumbrance, failing which, upon demand by any proper officer of the United States, or its successors in control of said project, the United States or its said successors may pay the same and add the amount thereof to the lien hereby created and recover the amount so paid as part of the said lien.

4. Upon my failure to comply with the terms of the Reclamation Law, and the regulations thereunder, this application may, in the discretion of the Secretary of the Interior, be canceled by him with the forfeiture of all rights under the Reclamation Law and of all moneys theretofore paid hereon: Excepting, however, from the force and effect of this paragraph, any and every failure to make payments which shall become due and payable after the issuance of final certificate for the water right hereby sought under the Reclamation Law, a remedy for the failure thus excepted having been provided by said Law.

5. This application must bear the certificate, as hereto attached, of the water users' association under said project, which has entered into contract with the Secretary of the Interior, and the liens which the United States holds against the above-described land for the payment of the construction, and the operation and maintenance charges, may be enforced, at the option of the United States, either directly by the United States or, where any such lien was given directly to the water users' association for the benefit of the United States, may be enforced through the medium of the water users' association; but the election of one remedy shall not preclude the United States from following the other. If the Secretary of the Interior has made no contract with a water users' association under said project, the applicant agrees to file, upon his direction, evidence of membership in the water users' association organized under the said project, in default of which this application shall be subject to cancellation by the Secretary of the Interior, with the forfeiture of all rights acquired thereunder and of all payments made thereon.

6. I further agree that the United States and its successors in charge of the said unit shall have full control over all ditches, gates, and other structures owned or controlled by the applicant or his successors in interest and which are required to deliver water hereunder, and proper officers and employees of the United States and its successors shall have at all times the right of access to the above-described premises whenever it is, in the judgment of the officer or employee in charge of said unit, necessary for them in the discharge of their duties of distributing water to exercise said control. And I do hereby give, grant, bargain, sell, and convey to the United States and its said successors the right for any such proper officer or employee to go and come upon any and all lands now or hereafter owned or held by me or them for said purpose and there exercise said control.

7. It is understood and agreed that the United States reserves the right upon my failure or the failure of my successors in interest to keep and perform any of the provisions in this instrument contained, by me and my successors in interest undertaken to be kept and performed, to refuse to deliver water to said lands or to stop the delivery of water thereto if water is being delivered, and such refusal to deliver or stoppage of delivery of water shall not operate to cancel this application, but shall be considered as an additional remedy to the United States to any remedies existing by reason of the provisions of this application or otherwise.

8. And I do hereby grant, bargain, sell, convey, and confirm to the United States of America and its successors in charge of the project all rights of way for ditches, canals, flumes, pipe lines, telegraph and telephone transmission lines, or other structures now constructed by or under the authority of the United States for or in connection with the said project, and all rights of way that may be or become necessary and suitable and that may be required for the prosecution and operation of the said project, and for the construction, maintenance, and operation of ditches, canals, flumes, pipe lines, telegraph and telephone transmission lines, or other structures that may be constructed by or under authority of the United States and its successors in charge of the project for and in connection with said project, to have and hold the same, together with all the tenements, hereditaments, privileges, and appurtenances thereunto belonging or in anywise appertaining to the United States of America and its assigns and successors in charge of the project forever, subject notwithstanding to the conditions upon which this application is made.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

10. And I, the said R. J. Arnold, being duly sworn, depose and say that my post-office address is Boardman, Oregon; that I am a bona fide resident upon said land ~~(or occupant thereof, residing in the neighborhood,~~ namely, upon Section Boardman, Oregon, Township Boardman, Oregon, Range Boardman, Oregon Meridian, a distance in a direct line of _____ miles therefrom); that I hold the following interest in the said tract: Deed

as duly shown upon the records of Morrow County, _____, in volume (liber) 28 at page (folio) 600; that no other application, now uncanceled, has been made for a water right under the Reclamation Law, appurtenant to land now owned or claimed by me, except as follows:

Application No. _____, Project, of _____ for _____ Section _____, Township _____, Range _____, Meridian, an area of _____ acres and containing _____ acres of irrigable land, as determined by the Secretary of the Interior; and that the present application is made in my own behalf and not at the instance or for the benefit of any other person or any association or corporation, either directly or indirectly.

11. Nothing in this application contained shall be construed as in any manner or at all abridging, limiting, or depriving the United States of any means of enforcing any remedy in law or equity for the breach of any of the provisions of this application which it would otherwise have.

R. J. Arnold
IN WITNESS WHEREOF, I, _____
have hereunto set my hand and seal, this 7th day of May, 191

R. J. Arnold [SEAL.]

In presence of:
(Three witnesses must sign here.)

Jno K. McGill

J. E. Hight

A. A. Partello

ACKNOWLEDGMENT.

STATE OF Oregon
County of Multnomah } ss:

This certifies that on this 7th day of May 1917, before me the undersigned personally appeared the within named R. J. Arnold, who is known to me to be the identical person described in and that executed the within instrument and acknowledged to me that he executed the same.

In testimony whereof I have hereunto set my hand and seal the day and year herein written.

(SEAL
My commission expires Mar. 2, 1921 E. M. Baker

Notary Public.

STATE OF Oregon
County of Multnomah } ss:

R. J. Arnold

, being duly sworn, deposes and says that he is the person (or one of the persons) who signed the foregoing instrument; that he has read the same and knows the contents thereof and that all the statements of fact made by him in said instrument are true of his own knowledge, except such as are made upon information and belief and as to those he believes them to be true.

(SEAL R. J. Arnold

Subscribed and sworn to before me this 7th day of May, 1917

My commission expires Mar. 2, 1921 E. M. Baker

Notary Public.

....., 191
~~I hereby certify that the applicant signing the above instrument has duly subscribed (or is the successor in interest of one who has subscribed) for the stock of this association for the lands described therein, and that all assessments levied against said stock by this association have been fully paid up to date.~~

..... Secretary Water Users' Association.


Approved and accepted this 21st day of May, 1917
by authority of the Secretary of the Interior.

Herbert D. Newell

Project Manager.

Recorded May 23, 1917 at 8:03 AM
in Book 30 Page 481 of Deeds
J. S. Waters, Clerk.

FA - AECOM 4/21/21 912

<p>AFTER RECORDING RETURN TO: West Extension Irrigation District P. O. Box 100 Irrigon, OR 97844</p> <p>NAME & ADDRESS OF GRANTOR: Sean and Caitlin Shimer 101 Falcon Cr. Boardman, OR 97818</p> <p>NAME & ADDRESS OF GRANTEE: Same</p> <p>T4N R25E Section 16, tax lots 807 and 808</p>	<p>MORROW COUNTY, OREGON 2024-53995</p> <p>E-EAS Cnt=1 Stn=23 TC 01/10/2024 01:05:02 PM</p> <p>\$20.00 \$11.00 \$10.00 \$60.00 \$101.00</p> <p>I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.</p> <p>Bobbi Childers - County Clerk</p>  <p>(Space reserved for Recorder's Use)</p>
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IRRIGATION DELIVERY PIPELINE EASEMENT

Grantor/Owner Sean and Caitlin Shimer
 101 Falcon Cr.
 Boardman, OR 97818

Grantee/Owner: Sean and Caitlin Shimer
 101 Falcon Cr.
 Boardman, OR 97818

PROPERTY DESCRIPTION: Lots 2 and 3 of Partition Plat 2022-9 located in the North Half of the NE ¼ of the SE ¼ of the SE ¼ of Section 16, Township 4N, Range 25 East of the Willamette Meridian, in the County of Morrow, State of Oregon.

PARTIES: Parties to the Agreement are the Owners of Lots 2 and 3, Sean and Caitlin Shimer.

PURPOSE: This irrigation delivery pipeline easement will dedicate a 15-foot irrigation easement on the properties as required in the Irrigation Water Delivery Agreement filed with Morrow County on June 21, 2022, Document No. 2022-51238. The approximate centerline of the existing federal irrigation pipeline is shown, also as required by Irrigation Water Delivery Agreement filed with Morrow County on June 21, 2022, Document No. 2022-51238, for location purposes.

IRRIGATION EASEMENT DESCRIPTION: The irrigation delivery pipeline easement is a perpetual 15-foot irrigation easement for a 3-inch underground irrigation line that provides water service to the two tax lots. The easement is along the west boundaries of the properties for a distance of 185.74 feet. See attached Exhibit "A" for location.

FEDERAL RIGHT-OF-WAY: The approximate centerline of the federal irrigation pipeline is shown on the map for location purposes. The rights of this pipeline have been authorized under the provision of the Act of August 30, 1890. The specific rights to this pipeline (former ditch) was further granted to the United States in Water Right Application No. 1032 for the Umatilla Project No. 643, dated May 7, 1917. The West Extension Irrigation District has a contractual agreement for the operation and maintenance of the federal irrigation facilities.

AGREEMENT APPURTENANT. This Agreement is appurtenant to the real property of the Grantor/Grantee described above. In the event of the sale of the property, this Agreement shall remain appurtenant to the land so described.

RECITALS


- A. Sean Shimer and Caitlin Shimer are the owners of the properties described above.
- B. The parties will share a common irrigation line that provides service to their properties..
- C. Easement Location: See attached Exhibit "B".

AGREEMENTS

The following agreements are made and permission is hereby granted and conveyed for use of the irrigation delivery pipeline easement for the following purposes and uses, on the following terms and conditions:

1. Easement: The easement will be a 15-foot wide non-exclusive easement.
2. Easement Term: The use of the easement shall be perpetual.
3. Easement Purpose: The parties grant and convey use of this easement for the purpose of operation, maintenance, repair, and replacement of a buried irrigation delivery line for their joint benefit..
4. Cost of Irrigation Line Repair, Maintenance and Replacement: The parties and benefactors of the irrigation delivery pipeline shall bear all costs associated with the irrigation line, including installation, repair, maintenance and replacement. The buried pipe installation and any future repairs shall be completed in a timely manner to prevent any loss of pasture and hazards to livestock. Any party causing damage to the pipeline shall be solely responsible to repair that damage.
5. Recording: This easement shall be recorded at office of the Morrow Clerk by the Grantee at its own expense with a copy sent to the West Extension Irrigation District.
6. Consideration: The parties acknowledge full consideration for this easement.
7. Cost and Attorney Fees. In the event any action, judicial or otherwise, is taken to enforce or interpret any of the terms of this agreement, or collection action is taken to enforce any judgment based upon this agreement, the prevailing party shall be entitled to recover from the other party all expenses which may have been reasonably incurred in taking such action, including but not limited to, costs incurred in searching records, the costs of title reports, and attorney fees, whether incurred in an action, suit or appeal from a judgment or decree therein or in connection with non-judicial action.
8. Termination: The agreement may be terminated if all parties give up their water rights and the irrigation delivery pipeline is not longer in use. If the agreement is fully terminated, parties shall record a Termination of Agreement with the Clerk of Morrow County with costs paid by the parties benefitted. Once the agreement is terminated, no further use of the system will be allowed.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. By signing below, we agree to the terms of this agreement.




 Sean Shimer, Owner


State of OREGON)
 County of MORROW) s.s.

Personally appeared the above named Sean Shimer on this 9th day of January, 2024 who stated he is the Owner of the property and whose name is subscribed to this document and the foregoing instrument to be his voluntary act and deed.
 Before me






 Notary Public for OREGON
 My Commission expires: MAY 11, 2026


Caitlin Shimer, Owner


State of OREGON)
County of MORROW) s.s.

Personally appeared the above named Caitlin Shimer on this 9th day of January, 2024 who stated she is the Owner of the property and whose name is subscribed to this document and the foregoing instrument to be her voluntary act and deed. Before me




Notary Public for OREGON
My Commission expires: May 11, 2026

For West Extension Irrigation District:


Beverly J. Bridgewater, Manager
West Extension Irrigation District

State of Oregon)
County of Morrow) s.s.

Personally appeared before me the above named Beverly J. Bridgewater, who acknowledged that she is the Manager of the West Extension Irrigation District and that she executed this document on its behalf on this 9th day of January, 2024.



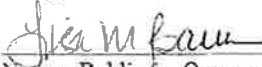
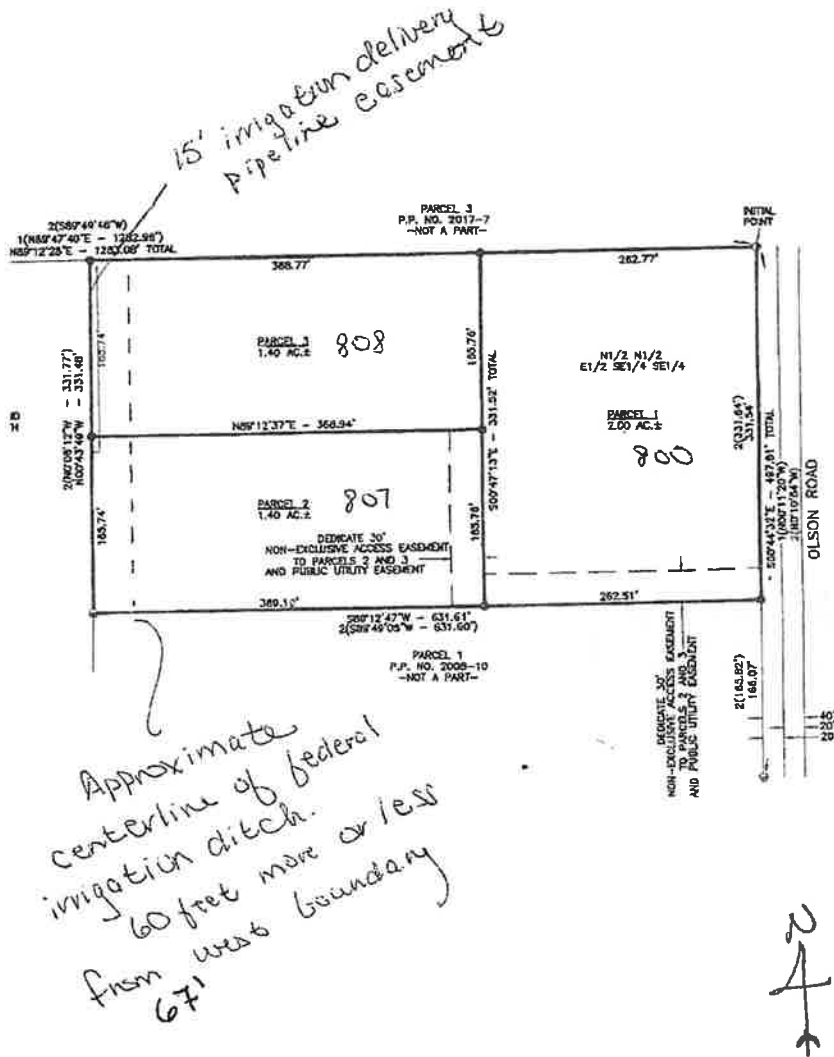

Notary Public for Oregon
My Commission expires: 12/14/26

EXHIBIT "A"

LOCATION OF A 15-FOOT IRRIGATION EASEMENT FOR
PROPERTY DESCRIBED AS

Lots 2 and 3 of Partition Plat 2022-9 located in the North Half of the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 16, Township 4N, Range 25 East of the Willamette Meridian, in the County of Morrow, State of Oregon.



AFTER RECORDING RETURN TO:
West Extension Irrigation District
P. O. Box 100
Irrigon, OR 97844

GRANTOR (DISTRICT):
West Extension Irrigation District
PO Box 100
Irrigon, OR 97844

GRANTEE (OWNER):
Alesia Hearn
78758 Olson Road
Boardman, OR 97818

T4N R25E Section 16. tax lot 800

MORROW COUNTY, OREGON **2022-51438**
E-WSA **06/21/2022 10:30:28 AM**
Cnt=1 Stn=23 TC
\$10.00 \$11.00 \$60.00 \$10.00 **\$91.00**



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



(Space reserved for Recorder's Use)

IRRIGATION WATER DELIVERY AGREEMENT

Grantor: West Extension Irrigation District
P. O. Box 100
Irrigon, Oregon 97844

Grantee/Owner: Alesia Hearn
78758 Olson Road
Boardman, OR 97818

PROPERTY DESCRIPTION: The North Half of the Northeast quarter the of the Southeast quarter of the Southeast quarter of Section 16, Township 4N, Range 25 East of the Willamette Meridian, in the County of Morrow and State of Oregon, excepting the County road right-of-way.

PARTIES: Parties to the agreement are the West Extension Irrigation District, Grantor (District), and Alesia Hearn, Grantee (Owner).

PURPOSE: This "Irrigation Water Delivery Agreement" (Agreement) addresses irrigation water delivery to the property as a result of subdividing the land. The Agreement will apply to land partitioning under LP-N-502-21 in Morrow County and will allow the parcels to continue receiving irrigation water under its terms.

RIGHTS OF THE DISTRICT AND THE UNITED STATES: This Agreement is with respect to lands on which the United States has a right-of-way for water conveyance under the provisions of the Act of August 30, 1890. The rights to a ditch was further granted to the United States in Water Right Application No. 1032 for the Umatilla Project No. 643, dated May 7, 1917. The District has a contractual agreement for the operation and maintenance of the facilities and interests of the United States.

RECITALS:

1. **WATER RIGHTS/RATE OF DELIVERY:** The water rights on Parcel 1 have been removed by the Owner. Remaining rights are 1.4 acres each on Parcels 2 and 3. The rights are primary from the Umatilla River on Certificates 79924. Supplemental water rights are C87872 from return flows in the Umatilla River and C79929 from the Columbia River. The water rights have been used within the last five years and are not subject to forfeiture.

The delivery rate in the District is 8.5 gallons per minute (gpm) per acre and the duty (amount taken for the season) is 4.5 acre-feet per year per acre. Remaining water rights/ rate and duty for each lot will be:

3. RIGHTS-OF-WAY/EASEMENTS:

a. The federal ditch on the property runs from south to north approximately 25-30 feet from the west boundary of the parcel. The ditch has a 50-foot RIGHT-OF WAY, 25-feet each side of centerline. This easement shall be shown on the final plat.

b. An easement for the 3-inch irrigation service line shall be dedicated along the west boundary of the property. This shall be a 15-foot irrigation easement.

c. No permanent structures, trees or shrubs may be built or planted on the rights-of-way.

d. Gates have been installed by the District along the Owner's fenceline where the federal ditch enters and exits the property. These gates are for District use and shall be kept accessible to the District. If a fence is installed between Parcels 2 and 3, a gate matching the existing shall be installed by the Owner..

e. Damage done to any of the District facilities by the Owner or their invitees shall be repaired at the cost of the Owner.

4. SYSTEM DESCRIPTION: The system is part of the District's Horseshoe pressurized system. Each lot has a buried 1.5-inch gate valve off a 3-inch mainline along the west boundary of the property. This valve is for District use only. The landowners will each install their own 1.5-inch valve, meter, filter and other such irrigation components that are owned and maintained by them.

5. DISTRICT POLICIES: It is up to each landowner to assure they irrigate and are otherwise using and maintaining their system in accordance with District policies and procedures. This includes payment of all District fees. Landowner booklets are mailed to each new landowner and are available at the District office.

6. AGREEMENT APPURTENANT. This agreement is appurtenant to the real property of the Grantee described above. In the event of any sale of the property owned by any Grantee, this agreement shall remain appurtenant to the land so described.

7. AGREEMENT BINDING: This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

By signing below, I agree to the terms of this agreement.

Alesia K Hearn
Alesia Hearn, Owner

State of Oregon)
County of Morrow) s.s.

Personally appeared the above named Alesia Hearn on this 12th day of April, 2022 who stated she is the Owner of the property and whose name is subscribed to this document and the foregoing instrument to be her voluntary act and deed. Before me



Lisa M Baum
Notary Public for Oregon
My Commission expires: 7/2/22

For West Extension Irrigation District:

Beverly J Bridgewater
Beverly J. Bridgewater, Manager
West Extension Irrigation District

State of Oregon)
County of Morrow) s.s.

Personally appeared before me the above named Beverly J. Bridgewater, who acknowledged that she is the Manager of the West Extension Irrigation District and that she executed this