

STATE OF OREGON

COUNTY OF HARNEY

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

GEORGE STROEMPLE
PO BOX 1810
LAKE OSWEGO OR 97035

confirms the right to use the waters of WILDHORSE CREEK, a tributary of ALVORD LAKE for IRRIGATION of 88.2 ACRES.

This right was perfected under Permit S-43218. The date of priority is JUNE 27, 1978. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 1.316 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the points of diversion.

The period of use is the irrigation season.

The points of diversion are located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
35 S	33 E	WM	2	SE NW	POD 3 - 1760 FEET SOUTH AND 1500 FEET EAST FROM NW CORNER, SECTION 2
35 S	33 E	WM	2	SE SW	POD 6 ("V" DIVERSION) - 100 FEET NORTH AND 2400 FEET EAST FROM SW CORNER, SECTION 2

The amount of water used for irrigation is limited to ONE-SIXTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 2.5 acre feet per acre for each acre irrigated during the irrigation season of each year.

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

Twp	Rng	Mer	Sec	Q-Q	Acres
35 S	33 E	WM	11	SW NE	16.3
35 S	33 E	WM	11	SE NE	38.5
35 S	33 E	WM	11	NE SE	5.0
35 S	33 E	WM	11	NW SE	14.7
35 S	33 E	WM	11	SW SE	4.0
35 S	33 E	WM	11	SE SE	9.7

This certificate incorporates the Settlement Agreement dated January 24, 2019 and the Addendum to Settlement Agreement dated April 5, 2019. Copies of the Settlement Agreement and the Addendum to the Settlement Agreement are attached for reference.

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

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

Water use measurement conditions:

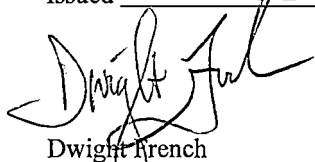
- A. The water user shall maintain the weir, parshall flume, or other suitable measuring device as approved by the Director in good working order at each point of diversion.
- B. The water user shall allow the Watermaster access to the measuring devices; provided however, where the measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice. Further, the Watermaster shall provide notice consistent with the terms of the Settlement Agreement dated January 24, 2019 and the Addendum to the Settlement Agreement dated April 5, 2019.

The water user shall maintain the headgate to control and regulate the quantity of water diverted as required by the Department.

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

This certificate is issued to confirm a change in PLACE OF USE approved by an order of the Water Resources Director entered MAY 10, 2017, at Special Order Volume 104, Page 904, approving Transfer Application T-12573, the Settlement Agreement dated January 24, 2019, and the Addendum to Settlement Agreement dated April 5, 2019, and together with Certificate 93099, supersedes Certificate 88588, State Record of Water Right Certificates.

Issued **MAR 02 2022**



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

Addendum to Settlement Agreement

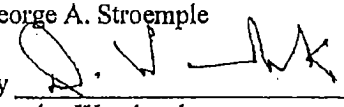
The Parties of George A. Stroemple (Stroemple) and the Oregon Water Resources Department (WRD), pursuant to paragraph three of the Settlement Agreement dated January 24, 2019 ("Settlement Agreement"), agree to this Addendum to Settlement Agreement ("Addendum"), which shall be attached to and incorporated into the Settlement Agreement.

The Parties agree that

1. At present, the maximum rate of diversion allowed from Wildhorse Creek at the "V" diversion, (marked as diversion six on Exhibit B to the Settlement Agreement) is 4.57 cubic feet per second (cfs), as shown on Exhibit C, attached hereto. The allowed rate of diversion will be lower if Stroemple's junior rights are regulated off for downstream senior water users.
2. All other terms and conditions of the Settlement Agreement remain in effect.
3. While the attached map, Exhibit D, shows the acreage where the water currently may be used from POD 6, nothing in the Settlement Agreement or this Addendum is intended to modify or limit the Wildhorse Decree, Stroemple's water rights, Stroemple's ability to apply to legally change his water rights in the future, or changes to the maximum rate of diversion at the "V" due to natural changes in the creek channel.
4. This Addendum may be signed in counterparts and shall be deemed fully executed as if all of the signatures were contained in a single document; a facsimile or portable document format (pdf) copy of a signature shall have the same force and effect as an original signature.
5. The Settlement Agreement and Addendum constitute the entire agreement between the Parties on the subject matter hereof; there are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

By _____
George A. Stroemple

Date _____

By  _____
Douglas Woodcock
Oregon Water Resources Department

Date 4/2/19

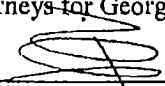
RECEIVED

OCT 30 2020

Approved as to form by

By _____
Elizabeth Howard
Schwabe Williamson & Wyatt
Of Attorneys for George A. Stroemple

Date _____ OWRD

By  _____
AAG J. Nicole DeFever
Oregon Department of Justice

Date April 4, 2019

Addendum to Settlement Agreement

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By _____
George A. Stroemple

Date 4/5/19

By _____
Douglas Woodcock
Oregon Water Resources Department

Date _____

Approved as to form by
By _____
Elizabeth Howard
Schwabe Williamson & Wyatt
Of Attorneys for George A. Stroemple

Date 4-9-19

By _____
AAG J. Nicole DeFever
Oregon Department of Justice

Date _____

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OCT 30 2020
OWRD

V Ditch Diversion Rates
Section 11 in T35S, R33E, WM

Certificate Number		20921	81538	81539	81540	T-12573
Priority Number		1893	9/22/1981	9/22/1981	4/16/1981	6/27/1978
Acres per Quarter-Quarter Section	SW NE					0.4
	NE NW	30.2	3.1			
	NW NW	7.6	10.0			
	SW NW		14.7	13.5		
	SE NW			29.5		5.4
	NE SW				36.0	2.5
	NW SW				32.0	
	SW SW		31.3		7.0	
	SE SW		36.5			
	NW SE					9.3
SW SE					5.2	
Total Acres per Water Right		37.8	95.6	43.0	75.0	22.8
Total Rate for Each Right at 1/60th (cfs)		0.63	1.59	0.72	1.25	0.38

Total Acres Potentially Irrigated from V Ditch	274.2
Maximum Rate for V Ditch (cfs)	4.57

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OCT 30 2020

OWRD

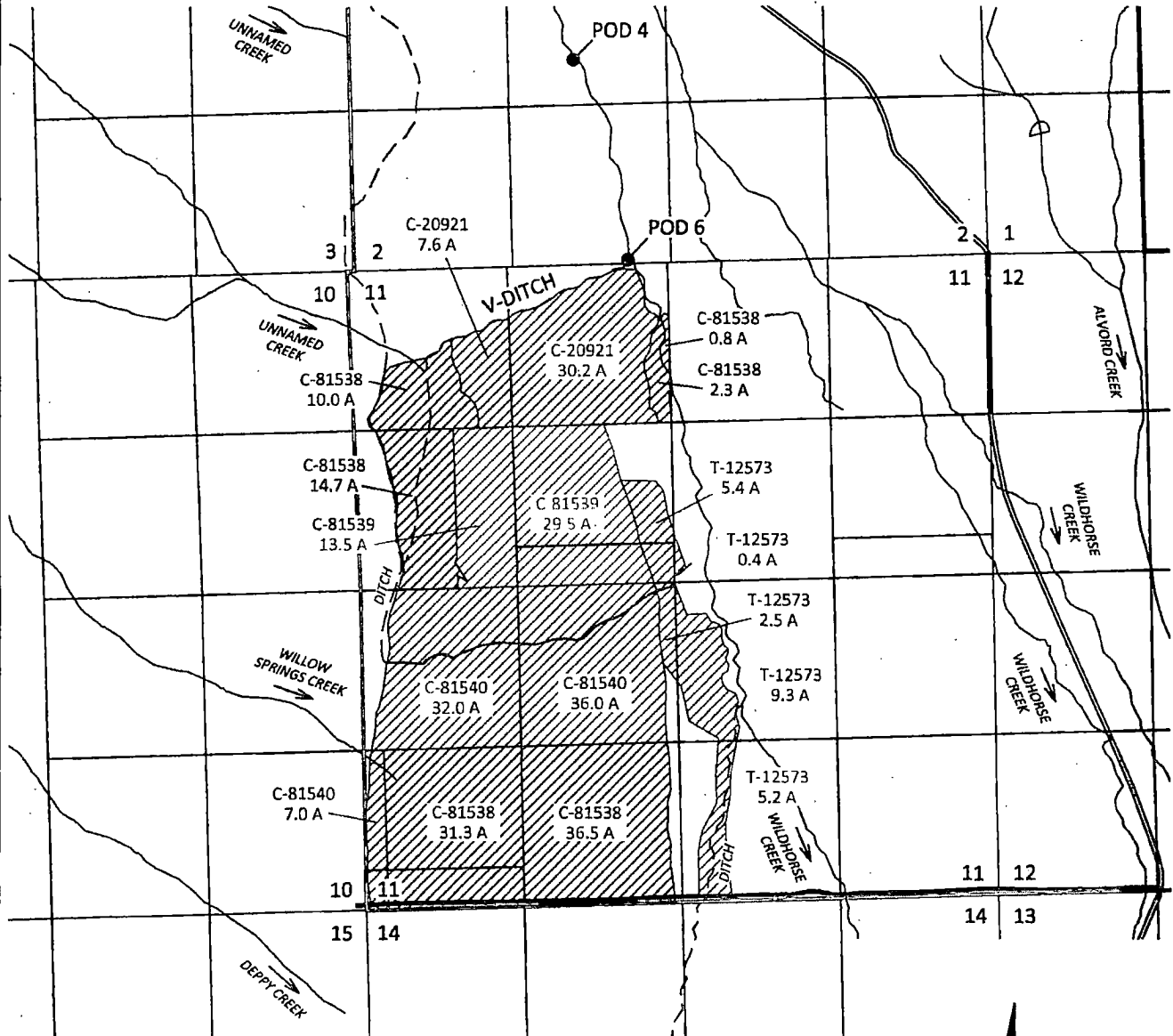
Sections 2 & 11, T35S, R33E, W.M.,
Harney County, Oregon

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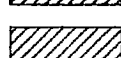
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POD 6*
IRRIGATION MAP

OWRD

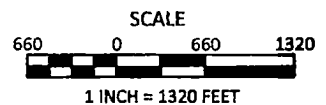


EXPLANATION

-  CERTIFICATE 20921
IRRIGATION - 37.8 A
PRIORITY: 1893
-  CERTIFICATE 81538
IRRIGATION - 92.5 A
PRIORITY: 9/22/1981
-  CERTIFICATE 81539
IRRIGATION - 43.0 A
PRIORITY: 9/22/1981
-  CERTIFICATE 81540
IRRIGATION - 75.0 A
PRIORITY: 4/16/1981
-  TRANSFER T-12573
IRRIGATION - 22.8 A
PRIORITY: 6/27/1978

*POD is numbered to correspond to PODs in Exhibit B of January 14, 2019 Settlement Agreement and do not necessarily correspond to POD numbers in certificates, permits, and transfers and the associated maps on file with OWRD.

This map reflects the location of Wildhorse Creek and areas irrigated from the V Ditch (POD 6) at the time of the January 24, 2019 Settlement Agreement between George Stroemple and the Oregon Water Resources Department. Wildhorse Creek naturally meanders in this area. As a result, the location of the creek and irrigated areas shown on this map are different from those shown on the Wildhorse Creek decree maps and on the final proof surveys for other certificated water rights held by George Stroemple at the time of the Settlement Agreement.



March 18, 2019

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

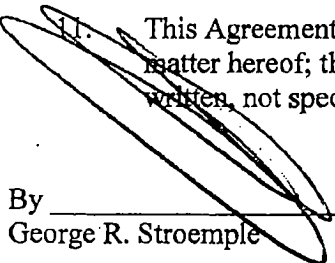
Settlement Agreement

The Parties of George R. Stroemple (Stroemple) and the Oregon Water Resources Department (WRD) agree to settle Marion County Circuit Court case #18CV20093 as follows:

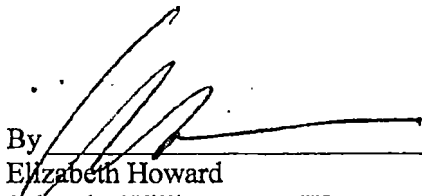
1. The Parties agree to work cooperatively to expand the understanding of the hydrology of Wildhorse Creek, and to improve the efficiency, accuracy and timing of water use, regulation and futile calls on Wildhorse Creek, by engaging in the following actions:
 - a. *Measuring the water:*
 - i. WRD shall install staff plates in Wildhorse Creek: above the "V" diversion, where County Road crosses Wildhorse Creek, and at the Night Pipe as shown on Exhibit A. WRD shall make best efforts to install these staff plates on or before March 1, 2019. WRD agrees to take regular measurements at these three locations, as appropriate for the season and subject to staff availability, and to share those measurements with Stroemple within 3 business days, and to also provide a text or phone call within 24 hours if there is regulation by WRD.
 - ii. Stroemple shall retain closable headgates and install measuring devices (ramp flumes with permanent direct-read rating curves built-in, such as the Nu flow EZ Flow flume) on the points of diversion from the west side of Wildhorse Creek on Stroemple's property, shown as numbers #4 and #6 (the "V" diversion) on Exhibit B. If the ramp flumes do not work, the Parties will cooperate and agree on another measuring device. Stroemple shall make best efforts to install these measuring devices on or before April 30, 2019.
 - iii. WRD will not require additional headgates or measuring devices at this time, but may require them in the future if needed.
 - b. *Allowing access:*
 - i. Stroemple agrees that WRD may access his property by letting him know by telephone of the visit before WRD staff enters. If there is no answer, WRD will leave a message. If there is no response back from Stroemple after 30 minutes, WRD can enter Stroemple's property for the purpose of measuring at the points of diversion and inspecting for appropriate water use.
 - ii. All access shall be by road (including dirt roads along the ditch/reservoirs) or foot only. Any off-road vehicular access is subject to the approval of Stroemple and shall be accompanied by Stroemple or his designee. All access to and all access to points of diversion #1 and #2 shall be on foot, unless accompanied by Stroemple. WRD will not enter the curtilage of the houses or enter any buildings or structures. No motorized traffic is allowed in any meadow areas.
 - iii. If present, Stroemple or his designee may accompany WRD staff to the diversions or ditch/reservoirs. If not present, WRD will provide a report of the measurements on the Stroemple property by email within 3 business days, and to also provide a text or phone call within 24 hours if there is regulation by WRD.
 - iv. WRD has historically had full access to the Davis property and will request confirmation from Davis that agency access remains unfettered.

2. Within 21 days of January 24, 2019, Stroemple may provide additional information for WRD's consideration with regard to the applications. WRD agrees to issue final agency orders on the pending reservoir applications no later than April 30, 2019.
3. The Parties agree that the maximum rate of diversion from Wildhorse Creek at the "V" diversion is between 2.92 cfs and 3.48 and to work together in the next 20 days to determine the exact rate pursuant to the Decree and Certificates. The Parties will do an addendum to this Settlement Agreement to set that maximum rate. The Parties agree that the rate of diversion will be lower if Stroemple's junior rights are regulated off for downstream senior water users.
4. Stroemple agrees to either fill in the ditch/reservoir or lower the outlets so that the ditch/reservoir bottom is the same as the bottom of the outlets and their headgates.
5. The Parties agree that maximum height of water in ditch/reservoir #3 shall not exceed the height of the top of the western outflow pipe. When the water reaches the top of the last outlet pipe to the west, outlet pipes must be open and irrigating.
6. Stroemple agrees to dismiss his petition for judicial review without prejudice. Each Party shall bear their own fees and costs.
7. WRD agrees to hold in abeyance for two years the pending civil penalties under the January 12, 2018 Notice of Violation and subsequent alleged violations in 2018. If Stroemple complies with this Settlement Agreement and does not receive any further similar Notices of Violation for two years, the civil penalties shall not be issued by WRD. If there are further similar Notices of Violation issued to Stroemple within two years, WRD may restart the civil penalty process.
8. It is agreed that the terms of this Agreement shall apply to Stroemple's agents, including but not limited to his caretaker, ranch manager, lessees or others involved in water use at Stroemple's property on Wildhorse Creek.
9. This Agreement may be signed in counterparts and shall be deemed fully executed as if all of the signatures were contained in a single document; a facsimile or portable document format (pdf) copy of a signature shall have the same force and effect as an original signature.
10. This Agreement is effective on the date it has been signed by all of the Parties hereto. It is agreed that the terms of this Agreement are contractual and not merely recitals, and may be enforced in a court of law.

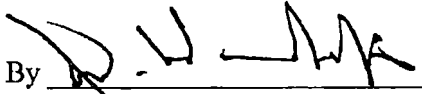
11. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof; there are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

By  _____
George R. Stroemple

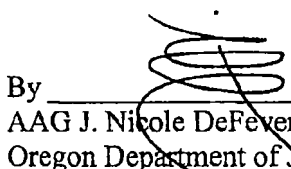
Date 1-24-19

By 
Elizabeth Howard
Schwabe Williamson & Wyatt
Of Attorneys for George A. Stroemple

Date 1-24-19

By 
Douglas Woodcock
Oregon Water Resources Department

Date 1/24/19

By 
AAG J. Nicole DeFever
Oregon Department of Justice
Of Attorneys for the State of Oregon

Date 1-24-2019