

Application for Permanent Water Right Transfer



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

Part 1 of 5 – Minimum Requirements Checklist

This transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Transfer Section.

Check all items included with this application. (N/A = Not Applicable)

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Transfer Application Map Checklist.
- ☒ Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at:
http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator.
- ☒ Part 4 – Completed Applicant Information and Signature.
- ☒ Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: 51229**
Please include a separate Part 5 for each water right. (See instructions on page 6)
NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.

Attachments:

- ☒ Completed Transfer Application Map.
- ☒ Completed Evidence of Use Affidavit and supporting documentation.
- ☐ ☒ N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land the water right is on.)
- ☐ ☒ N/A Supplemental Form D – For water rights served by or issued in the name of an irrigation district. Complete when the transfer applicant is not the irrigation district.
- ☒ ☐ N/A Oregon Water Resources Department's Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- ☐ ☒ N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
- ☐ ☒ N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500' from the surface water source and more than 1000' upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

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Jan 22, 2025

Part 2 of 5 – Transfer Application Map

Your transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- ☒ ☐ N/A Certified Water Right Examiner (CWRE) Stamp and Original Signature. For a list of CWREs, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/. CWRE stamp and signature are not required for substitutions.
- ☐ ☒ N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- ☐ Permanent quality printed with dark ink on good quality paper.
- ☐ The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- ☐ A north arrow, a legend, and scale.
- ☐ The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated), the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- ☐ Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- ☐ Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- ☐ Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- ☐ Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- ☐ Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- ☒ ☐ N/A Proposed place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- ☒ Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- ☐ ☒ N/A If you are proposing a change in point(s) of diversion or well(s), show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)					
1	Base Fee (includes one type of change to one water right for up to 1 cfs)		1	\$1,360	
2	Types of change proposed: <input type="checkbox"/> Place of Use <input checked="" type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = <u>1 (2a)</u> Subtract 1 from the number in line 2a = <u>0 (2b) If only one change, this will be 0</u> Multiply line 2b by \$1090 and enter »		2	0	
3	Number of water rights included in transfer <u>1 (3a)</u> Subtract 1 from the number in 3a above: <u>0 (3b) If only one water right this will be 0</u> Multiply line 3b by \$610 and enter »		3	0	
4	Do you propose to add or change a well, or change from a surface water POD to a well? <input checked="" type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: enter \$480 for the 1 st well to be added or changed _____(4a) Do you propose to add or change additional wells? <input checked="" type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: multiply the number of additional wells by \$410 _____(4b) Add line 4a to line 4b and enter »		4	0	
5	Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 <input checked="" type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see below*): <u>00 (5a)</u> Subtract 1.0 from the number in 5a above: <u>0 (5b)</u> If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: _____(5c) and multiply 5c by \$410, then enter on line 5 »		5	0	
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:		6	1360	
7	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input type="checkbox"/> endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 6 by 0.5 and enter on line 7 » If no box is applicable, enter 0 on line 7 »		7		
8	Subtract line 7 from line 6 » Transfer Fee:		8	1360	

*Example for Line 5a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

1. For irrigation calculate cfs for each water right involved as follows:
 - a. Divide total authorized cfs by total acres in the water right (*for C12345, 1.25 cfs ÷ 100 ac*); then multiply by the number of acres to be transferred to get the transfer cfs (*x 45 ac = 0.56 cfs*).
 - b. If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). (*For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs*)
2. Add cfs for the portions of water rights on all the land included in the transfer; however **do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land**. The fee should be assessed only once for each "on the ground" acre included in the transfer. (*In this example, blank 5a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 5b would be 0 and Line 5 would then also become 0*).

FEE WORKSHEET for SUBSTITUTION			
1	Base Fee (includes change to one well)	1	\$990.00
	Number of wells included in substitution _____ (2a) Subtract 1 from the number in 2a above: _____ (2b) <i>If only one well this will be 0</i>		
2	Multiply line 2b by \$480 and enter » » » » » » » » » » » » » » » »	2	
3	Add entries on lines 1 through 2 above » » » » » » Fee for Substitution:	3	0

Part 4 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME North Unit Irrigation District / Josh Bailey			PHONE NO. 541-475-3625	ADDITIONAL CONTACT NO.
ADDRESS 2024 NW Beech Street				FAX NO. 541-475-3905
CITY Madras	STATE OR	ZIP 97741	E-MAIL jbailey@northunitid.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

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

AGENT/BUSINESS NAME Deschutes River Conservancy / Gen Hubert			PHONE NO. 541-382-4077 x116	ADDITIONAL CONTACT NO. x115 (Alex Ehrens)
ADDRESS 700 NW Hill Street, Ste #1				FAX NO. 541-382-4078
CITY Bend	STATE OR	ZIP 97703	E-MAIL gen@deschutesriver.org / alex@deschutesriver.org	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Explain in your own words what you propose to accomplish with this transfer application, and why:
The purpose of this transfer is to add an additional character of use, instream flow augmentation, for a specific volume of water, under certificate 51229 in Wickiup Reservoir. Live flow water resulting from conservation projects by more senior irrigation districts will be made available to North Unit Irrigation District (NUID) through forbearance agreements. That live flow water will reduce NUID's reliance on stored water in Wickiup. This transfer is adding a character of use--flow augmentation--to a specific volume of stored water in Wickiup. This specific volume is up to 28,307.91 acre-feet (an amount equal to the volume of live flow water being made available to NUID as a result of conservation projects by Lone Pine Irrigation District, Arnold Irrigation District, Central Oregon Irrigation District, Swalley Irrigation District, and NUID - noted in Attachment I). If any district participating in the pathway (as described in the OWRD memo attached as Attachment H) to make conveyed water available to NUID (i) withdraws its voluntary partial cancellation of rate for its certificate(s) or (ii) reduces the volume of water being made available to NUID as a result of its conservation project, the total volume subject to this transfer application will be reduced by a corresponding volume amount. Once this character of use transfer is finalized, it will be followed with an application for a secondary right to use up to 28,307.91 acre-feet for instream flow augmentation or for irrigation/domestic use under conditions specified in the OWRD memo Attachment H. The application for a new secondary right including both flow augmentation and irrigation/domestic (again, up to 28,307.91 acre-feet) will be submitted to OWRD following the finalization of this transfer. The application for the new secondary water right will not be additive to the volume of storage use allowed in the current secondary rights. Finally, NUID would expect that a "remaining" storage right in the amount of 171,692.09 acre-feet (i.e., 200,000 AF - 28,307.91 AF) will be issued with the character of use continuing as storage for irrigation/domestic use.

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

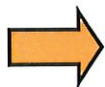
Check One Box

- ☒ By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5); **OR**
- ☐ I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; **OR**
- ☐ I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

By my signature below, I confirm that I understand:

- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: The Bend Bulletin.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).
- Refunds may only be granted upon request and, as set forth in ORS 536.050(4)(a), if the Director determines that a refund of all or part of a fee is appropriate in the interests of fairness to the public or necessary to correct an error of the Department.

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



Joshua Bailey
Applicant signature

Josh Bailey, General Manager
Print Name (and Title if applicable)

Date 1/17/2025

Applicant signature

Print Name (and Title if applicable)

Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? ☐ Yes ☒ No*

The reservoir site sits on US Forest Service Lands within the Deschutes National Forest. NUID operates the reservoir by agreement (see attached Exhibit ...).

**If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

Check the following boxes that apply:

- ☒ The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.
- ☐ The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.
- ☐ Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold? ☐ Yes ☒ No

If YES, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a request for assignment will have to be filed for at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see:

https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf

RECEIVING LANDOWNER NAME USDA Forest Service		PHONE NO. (541)-383-5300	ADDITIONAL CONTACT NO.
ADDRESS 63095 Deschutes Market Rd.		FAX NO.	
CITY Bend	STATE OR	ZIP 97701	E-MAIL
Describe any special ownership circumstances: USFS controls the lands surrounding and underlying Wickiup			

Reservoir but has no interest or ownership in Certificate 51229, in any of the water stored Wickiup Reservoir, or in any of the water rights for the use of water stored in Wickiup Reservoir.

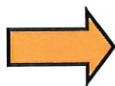
The confirming Certificate shall be issued in the name of: ☒ Applicant ☐ Receiving Landowner

☒ Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (Tip: Complete and attach Supplemental Form D.)

IRRIGATION DISTRICT NAME North Unit Irrigation District	ADDRESS 2024 NW Beech Street	
CITY Madras	STATE OR	ZIP 97741

☒ Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME Bureau of Reclamation Bend Field Office David Weidinger - dweidinger@usbr.gov	ADDRESS 1375 SE Wilson Ave. Ste 100 (Bend, OR 97702) 1150 N. Curtis Rd. (Boise, ID, 83706)	
CITY Bend (Boise)	STATE OR (ID)	ZIP 97702 (83706)



To meet State Land Use Consistency Requirements, you must list all county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME Confederated Tribes of Warm Springs, Natural Resources - Fish and Wildlife Committee	ADDRESS P.O. Box 1299	
CITY Warm Springs	STATE OR	ZIP 97761

ENTITY NAME Deschutes County Planning Department	ADDRESS 117 NW Lafayette Ave	
CITY Bend	STATE OR	ZIP 97703

ENTITY NAME US Forest Service - Deschutes National Forest william.munro@usda.gov, jason.gritzner@usda.gov, holly.jewkes@usda.gov	ADDRESS 63095 Deschutes Market Road	
CITY Bend	STATE OR	ZIP 97701

Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 51229

Description of Water Delivery System

System capacity: 1,100 cubic feet per second (cfs) OR
_____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. Wickiup Reservoir has a capacity of 200,000 acre-feet. Drought has impacted the volume of water stored in Wickiup Reservoir for, at minimum, the past 5 years. North Unit Irrigation District's (NUID) primary diversion is at the North Canal Diversion Dam on the Deschutes River in Bend, OR. This diversion is the authorized point of diversion for both live flow water rights from the Deschutes River and secondary water rights for use of stored water from Wickiup Reservoir. NUID is updating its fish screens at the Dam, and a modern fish ladder has already been installed to enable passage at the Dam. NUID operates a second diversion on the Crooked River. Over 300 miles of canals, pipelines, and tunnels and a 6,000 acre-foot re-regulating reservoir are required to deliver water to district patrons. NUID has lined and piped large portions of the NUID Main Canal and lateral delivery canals. Farmers in NUID are among the most efficient in their use of water - employing soil moisture probes, drip irrigation, low elevation sprinkler applications, and other modern and efficient irrigation practices.

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)
(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or Is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp		Rng		Sec	¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
POD	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed		22	S	9	E	7	SW	NE		1830 Feet South and 1950 Feet West from NE Corner, Section 7
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|---|---|
| <input type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Supplemental Use to Primary Use (S to P) |
| <input checked="" type="checkbox"/> Character of Use (USE) | <input type="checkbox"/> Point of Appropriation/Well (POA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | <input type="checkbox"/> Substitution (SUB) |

- ☐ Surface Water POD to Ground Water POA (SW/GW) ☐ Government Action POD (GOV)

Will all of the proposed changes affect the entire water right?

- ☐ Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- ☒ No Complete all of Table 2 to describe the portion of the water right to be changed.

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 51229

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change.
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

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OWRD
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AUTHORIZED (the "from" or "off" lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.											Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.										
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acre	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp		Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acre	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date		
EXAMPLE																						
2	S	9	E 15 NE NW	100		15.0	Irrigation	POD #1 POD #2	1901	POU/POD	2	S	9	E 1 NW NW	500	1	10.0		POD #5	1901		
											2	S	9	E 2 SW NW	500		5.0		POD #6	1901		
22	S	9	E 7 SW NE	See Attac hmen t B	POU	Exhibit	Storage for irrigation and domestic		2/28/19 13	USE							28,307. 91 Ac- Ft	Storage for flow augmentat ion and irrigation/ domestic	POD	2/28/1913		
Revised 7/7/2022											TOTAL ACRES:											
Permanent Transfer Application Form – Page 11 of 1											TACS TOTAL ACRES:											

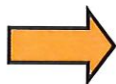
Additional remarks: Wickiup Dam and Reservoir is a U.S. Bureau of Reclamation (Reclamation) project operated by North Unit Irrigation District. It was constructed in 1949 to store Deschutes River water for the purpose of irrigation and domestic use. The reservoir capacity is 200,000 acre-feet with a catchment area of 253 square miles. Longitude -121.7039162, Latitude 43.6953977. The U.S. Forest Service (USFS) is the landowner for the footprint of the reservoir but Reclamation has a withdrawal from 1936 under the Reclamation Act of 1902. The reservoir is located in Deschutes County and is surrounded by USFS tax lots. The reservoir itself does not have a tax lot associated with it.

Certificate # **51229**

For Place of Use or Character of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? ☒ Yes ☐ No

If YES, list the certificate, water use permit, or ground water registration numbers: **These rights are associated with the secondary right to use water that is stored in Wickiup Reservoir - 72279, 94079 (Deschutes Secondary Rights - Wickiup).**



Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

For Substitution (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # _____;

Surface water primary Certificate # _____.

For a change from Supplemental Irrigation Use to Primary Irrigation Use

Identify the primary certificate to be cancelled. Certificate # _____

For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:

☐ Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

Tip: You may search for well logs on the Department's web page at:

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

AND/OR

☐ Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right

NUID Character of Use Transfer List of Attachments

Attachment A – Certificate

Attachment B – CWRE Map & Place of Use Table

Attachment C – NUID Evidence of Use

Attachment D – Owner Consent

Attachment E – County Land Use Form

Attachment F – Government Entity Notifications

**Attachment G – Bureau of Reclamation Agreement
& Public Law PL 110-229 May 8, 2008**

Attachment H – OWRD Alternative Pathway Memo

**Attachment I – List of Forbearance Districts
& Forbearance Agreement - (in Progress)**

List of Attachments

Transfer Application for Certificate 51229

14597 - 1

Attachment A

Water Right Certificate 51229

Transfer Application for Certificate 51229

STATE OF OREGON

COUNTY OF DESCHUTES

CERTIFICATE OF WATER RIGHT

This Is to Certify, That NORTH UNIT IRRIGATION DISTRICT
 of 2024 Beech Street, Madras, State of Oregon 97741, has made
 proof to the satisfaction of the Water Resources Director, of a right to store the waters of
 Deschutes River, tributary of Columbia River for storage in Wickiup Reservoir,
 appropriated under Permit 23196

for the purposes of
 irrigation and domestic subject to the terms and conditions of State
 Engineer's Orders dated January 20, 1955 and February 4, 1955
 under Reservoir Permit No. R-1677, and that said right to store said waters has been
 perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed
 dates from February 28, 1913

that the amount of water entitled to be stored each year under such right, for the purposes afore-
 said, shall not exceed 200,000.0 acre-feet

The reservoir is located in

SW 1/4 NE 1/4, Section 7, T22S, R9E, WM; 1,830 feet South and 1,950 feet West
 from NE Corner, Section 7

SE 1/4 SE 1/4
 Section 20

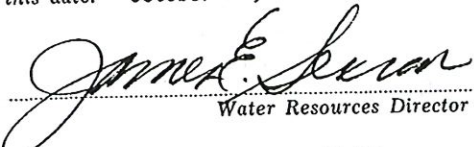
S 1/2 NW 1/4
 SW 1/4
 Section 21

SW 1/4 NW 1/4
 W 1/2 SW 1/4
 SE 1/4 SW 1/4
 SW 1/4 SE 1/4
 Section 28

E 1/2
 Section 29

SEE NEXT PAGE

WITNESS the signature of the Water Resources Director, affixed
 this date. October 22, 1982


 Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 45, page 51229

14597

page two

W 1/2 NE 1/4
NW 1/4
NE 1/4 SW 1/4
SE 1/4
Section 33

S 1/2 S 1/2
Section 34

S 1/2 NE 1/4
S 1/2 NW 1/4
S 1/2
Section 35

SW 1/4
SW 1/4 SE 1/4
Section 36
Township 21 South, Range 8 East, WM

All
Sections 1, 2 and 3

Lot 1 (NE 1/4 NE 1/4)
S 1/2 NE 1/4
NE 1/4 SW 1/4
S 1/2 SW 1/4
SE 1/4
Section 4

S 1/2 S 1/2
Section 5

SE 1/4 NE 1/4
Lot 3 (NW 1/4 SW 1/4)
Lot 4 (SW 1/4 SW 1/4)
SE 1/4 SW 1/4
SE 1/4
Section 7

NE 1/4
N 1/2 NW 1/4
SW 1/4 NW 1/4
NW 1/4 SW 1/4
N 1/2 SE 1/4
Section 8

N 1/2
N 1/2 SW 1/4
SE 1/4
Section 9

All
Sections 10, 11, 12, 13 and 14

N 1/2
N 1/2 S 1/2
SE 1/4 SE 1/4
Section 15

NE 1/4
NE 1/4 SE 1/4
Section 16

NW 1/4
W 1/2 SW 1/4
Section 17

NE 1/4
NE 1/4 NW 1/4
Lot 1 (NW 1/4 NW 1/4)
SE 1/4 NW 1/4
E 1/2 SW 1/4
N 1/2 SE 1/4
SW 1/4 SE 1/4
Section 18

NE 1/4 NW 1/4
Section 19

N 1/2 NE 1/4
SE 1/4 NE 1/4
NE 1/4 NW 1/4
Section 23

N 1/2
SE 1/4
Section 24

N 1/2 NE 1/4
SE 1/4 NE 1/4
NE 1/4 SE 1/4
Section 25
Township 22 South, Range 8 East, WM

Lot 6 (NW 1/4 SW 1/4)
Lot 7 (SW 1/4 SW 1/4)
SE 1/4 SW 1/4
Section 6

W 1/2 NE 1/4
W 1/2
W 1/2 SE 1/4
SE 1/4 SE 1/4
Section 7

W 1/2 NW 1/4
SE 1/4 NW 1/4
SW 1/4
Section 17

All
Section 18

N 1/2
SW 1/4
N 1/2 SE 1/4
SW 1/4 SE 1/4
Section 19

NW 1/4 NE 1/4
N 1/2 NW 1/4
SW 1/4 NW 1/4
Section 20

W 1/2 NE 1/4
W 1/2
W 1/2 SE 1/4
Section 30

Township 22 South, Range 9 East, WM

Attachment B

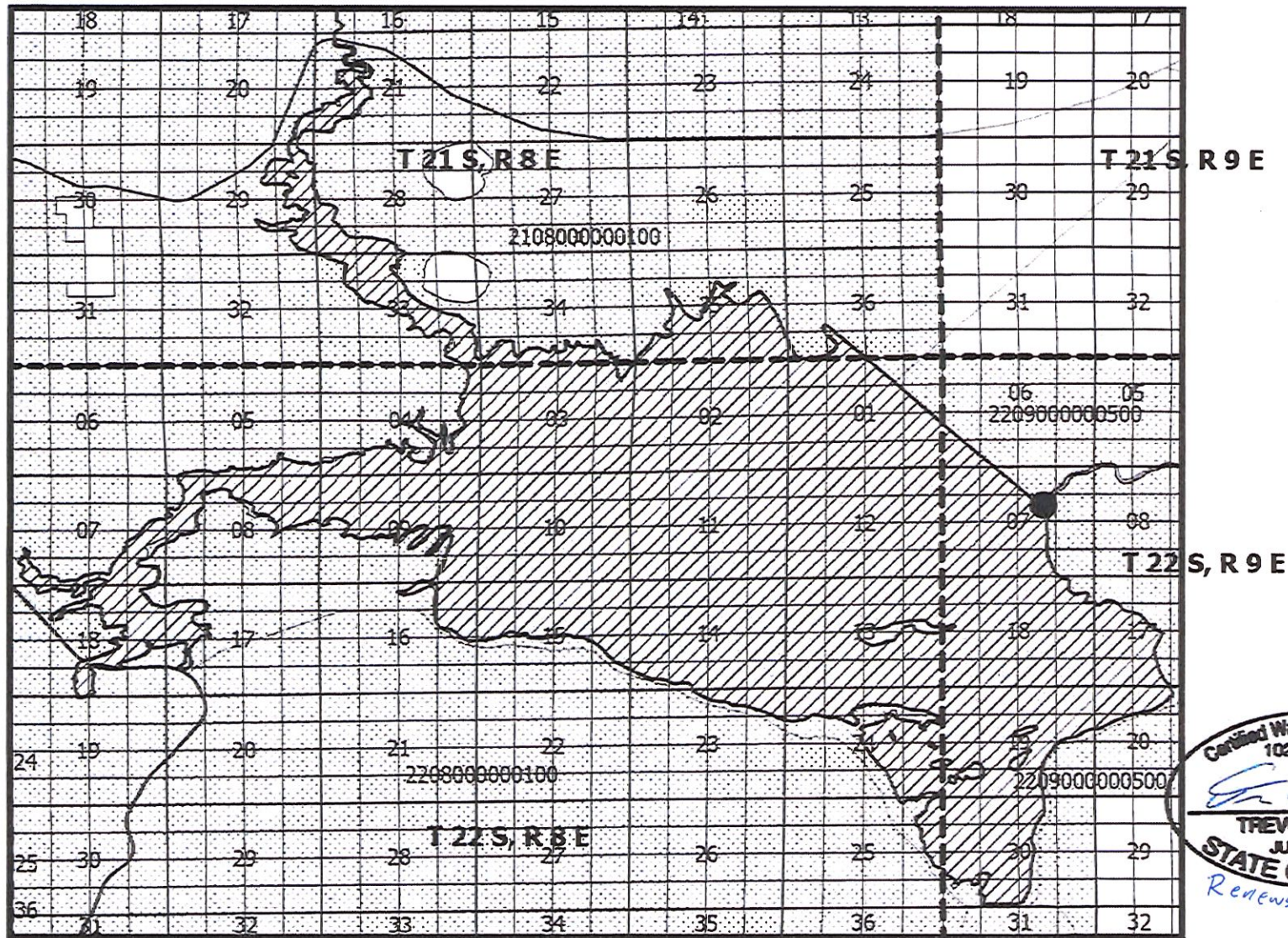
Completed Transfer Map

+ Email Confirmation of Map Scale Requirement Waiver

Transfer Application for Certificate 51229

Proposed Character of Use Transfer for Wickiup Reservoir Storage Water Right (Cert. 51229)

Received by
OWRD
Jan 22, 2025



- TOWNSHIP
- TOWNSHIP QUADRANT
- SECTION
- QUARTER-QUARTER

- Wickiup Reservoir (Certificate 51229, priority 2/28/1913)
- Deschutes County
- Roads

- Bordering Taxlots (2108000000100, 2208000000100, 2209000000500)

- T 21 S, R 8 E, Sections 19-36
- T 21 S, R 9 E, Sections 19, 20, & 29-32
- T 22 S, R 8 E, Sections 1-30
- T 22 S, R 9 E, Sections 5-8, 17-20, 29, & 30

Outlet of Wickiup Reservoir

0 0.5 1 2 3 4 Miles





RE: Character of use transfer - Wickiup

From HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>

Date Thu 12/5/2024 9:18 AM

To Alex Ehrens <alex@deschutesriver.org>; COURCHANE Corey A * WRD
<Corey.A.COURCHANE@water.oregon.gov>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>

Cc Gen Hubert <gen@deschutesriver.org>; HENDERSON Sarah A * WRD
<Sarah.A.HENDERSON@water.oregon.gov>

 1 attachment (426 KB)

Wickiup_Cert51229_Map_Full_example.pdf;

Hi Gen and Alex,

The scale of the attached map is acceptable.

Please include a copy of this correspondence as an attachment to the Transfer Application when it is submitted to our Department.

Sarah

[Sarah A. Henderson](#)

Flow Restoration Program Coordinator

Transfer and Conservation Section

725 Summer St. NE, Suite A |Salem, OR 97301

Work Cell 503-979-9872

Email: sarah.a.henderson@water.oregon.gov

Work Hours 7:30 AM – 4:00 PM



[Integrity](#) | [Service](#) | [Technical Excellence](#) | [Teamwork](#) | [Forward-Looking](#)

NOTE: The Salem office is now open to the public. Given that many staff will continue teleworking remotely or have job duties that take them into the field on a regular basis, availability of staff in the office is not guaranteed 8 a.m. - 5 p.m. every day. The Salem office of OWRD is closed for customer service drop-ins from Noon – 1pm. **Customers and visitors are encouraged to schedule an appointment in advance if they wish to meet in person with specific staff members.** Alternative methods for meeting, such as by phone or virtually via Teams, are also available.

From: Alex Ehrens <alex@deschutesriver.org>

Sent: Wednesday, December 4, 2024 3:50 PM

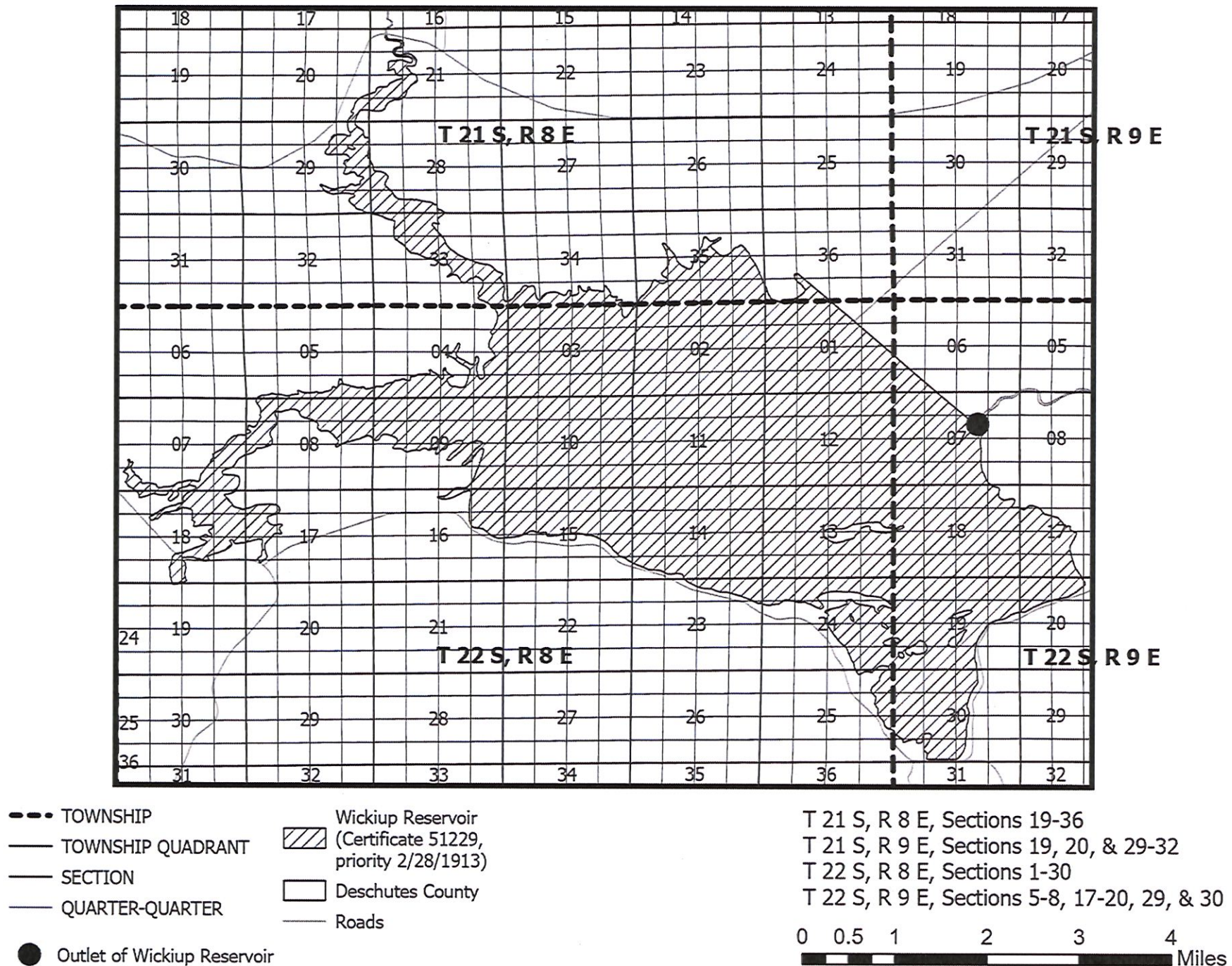
To: HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>; COURCHANE Corey A * WRD
<Corey.A.COURCHANE@water.oregon.gov>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>

14597 -

Proposed Character of Use Transfer for Wickiup Reservoir Storage Water Right (Cert. 51229)

Map 1: Full extent of Wickiup Reservoir

Received by
OWRD
Jan 22, 2025



Cc: Gen Hubert <gen@deschutesriver.org>
Subject: Re: Character of use transfer - Wickiup

Hi Sarah,

As a follow-up to your previous emails about requesting a waiver for the scale/acreage of the Wickiup character of use transfer map, I put together an example of a map that includes the full extent of the reservoir (please see attached). Note that this is not the map that we plan to submit to OWRD with the transfer application, this is just meant to be an example that we could send to a CWRE showing the desired scale and contents of the map we would request that they prepare for the application.

For the CWRE map that we submit for this application, would a map of this scale (showing the full area of Wickiup) be acceptable, or would we need to request that the CWRE create multiple, smaller-scale maps (perhaps dividing the full extent into 4 or 6 equal sub-areas, for example)?

Please let Gen and I know!

Thank you,
Alex



Alex Ehrens (*he/him*)
Program Manager
alex@deschutesriver.org
(541) 382-4077 x115

From: HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>
Sent: Wednesday, December 4, 2024 1:03 PM
To: Gen Hubert <gen@deschutesriver.org>
Cc: Alex Ehrens <alex@deschutesriver.org>; Jeremy Giffin <jeremy.t.giffin@water.oregon.gov>; Carolyn Sufit <carolyn.w.sufit@water.oregon.gov>; COURCHANE Corey A * WRD <Corey.A.COURCHANE@water.oregon.gov>; Emelie McKain <emelie.l.mckain@water.oregon.gov>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>; HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>
Subject: RE: Character of use transfer - Wickiup

You would just send the map you would like submit and ask for a scale/acre waiver via email to Lisa Jaramillo/Sarah Henderson/Corey Courchane.

You do not need to fill out that waiver form.

[Sarah A. Henderson](#)
Flow Restoration Program Coordinator
Transfer and Conservation Section
725 Summer St. NE, Suite A |Salem, OR 97301
Work Cell 503-979-9872
Email: sarah.a.henderson@water.oregon.gov
Work Hours 7:30 AM – 4:00 PM

14597 -



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

NOTE: The Salem office is now open to the public. Given that many staff will continue teleworking remotely or have job duties that take them into the field on a regular basis, availability of staff in the office is not guaranteed 8 a.m. - 5 p.m. every day. The Salem office of OWRD is closed for customer service drop-ins from Noon – 1pm. **Customers and visitors are encouraged to schedule an appointment in advance if they wish to meet in person with specific staff members.** Alternative methods for meeting, such as by phone or virtually via Teams, are also available.

From: Gen Hubert <gen@deschutesriver.org>

Sent: Wednesday, December 4, 2024 12:47 PM

To: HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>

Cc: Alex Ehrens <alex@deschutesriver.org>; GIFFIN Jeremy T * WRD <jeremy.t.giffin@water.oregon.gov>; SUFIT Carolyn W * WRD <carolyn.w.sufit@water.oregon.gov>; COURCHANE Corey A * WRD

<Corey.A.COURCHANE@water.oregon.gov>; MCKAIN Emelie L * WRD <emelie.l.mckain@water.oregon.gov>;

JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>

Subject: Re: Character of use transfer - Wickiup

Hi all,

The attached is the only form for mapping waiver and does not seem to be a fit for a flow augmentation character of use transfer. Let me know if you see a way to use this form to size the map to show the entire reservoir rather than just all of the perimeter QQ's which is what is listed on the certificate.

We are open to suggestions!

Thank you!

Gen

Genevieve Hubert

Senior Program Manager

Deschutes River Conservancy

www.deschutesriver.org

From: HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>

Sent: Wednesday, December 4, 2024 10:38 AM

To: Gen Hubert <gen@deschutesriver.org>

Cc: Alex Ehrens <alex@deschutesriver.org>; HENDERSON Sarah A * WRD

Place of Use Table

Place of Use - Wickiup

Water Right Use (Current) IR - Irrigation, DO - Domestic

Pulled from OWRD-WRIS 11/20/2024

Water Right Use (Adding) F7 - Flow Augmentation for Fish Enhancement (adding for a specific volume)

Transfer application is to add a character of use, F-7 Flow Augmentation, to x volume of the 200,000 AF of Wickiup Reservoir while keeping existing types of use (IR, DO).

This transfer will be followed by an application for a new secondary right to use up to the 28,307.91 ac-ft volume of transfer water for Flow Augmentation (or irrigation --- citing conditions)

TWP	RNG	Section	1/4	1/4	Taxlot or DLC	Gov't Lot	Acres	Type of Use -		POD's	Priority Date	Status	Remarks
								Current (Certificate)	New Type of Use (Addition)				
21 S	8 E	21	SW	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	21	SE	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	21	NE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	21	NW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	21	SW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	21	SE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	28	SW	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	28	NW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	28	SW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	28	SE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	28	SW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	NE	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	NW	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	SW	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	SE	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	NE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	NW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	SW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	29	SE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NW	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	SW	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NE	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NW	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	SW	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	SE	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	NW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	SW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	33	SE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	34	SW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	34	SE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	34	SW	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	34	SE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SW	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SE	NE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SW	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SE	NW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	NE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	NW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SW	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	SE	SW		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES
21 S	8 E	35	NE	SE		N/A	IR, DO	IR, DO, F7			2/28/1913	NC	WICKIUP RES

[illegible]

[illegible]

22 S	9 E	7	NE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	NW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	NE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	NW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	NW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	7	SE	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	NW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	SW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	SE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	NE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	NW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	SW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	17	SE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NE	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NW	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SW	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SE	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NE	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	NW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	19	SW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	20	NW	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	20	NE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	20	NW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	20	SW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NW	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SW	NE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SW	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SE	NW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SW	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SE	SW	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	NW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES
22 S	9 E	30	SW	SE	N/A	IR, DO	IR, DO, F7	2/28/1913	NC	WICKIUP RES

Sum of Acres: 0.0

Total maximum volume: 200,000 Ac-Ft

Attachment C

Evidence of Use Affidavit and Supporting Documentation

Transfer Application for Certificate 51229

14597 -

Application for Water Right Transfer Evidence of Use Affidavit



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Received by
OWRD
Jan 22, 2025

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.
Supporting documentation must be attached.

State of Oregon)
) ss

County of JEFFERSON

I, JOSH BAILEY, in my capacity as GENERAL MANAGER,

mailing address 2024 NW BEECH STREET, MADRAS, OR 97741

telephone number (541)475-3625, being first duly sworn depose and say:

Original signed affidavit
and CWRE Map
documents to be mailed
to OWRD

1. My knowledge of the exercise or status of the water right is based on (check one):

☐ Personal observation

☒ Professional expertise

2. I attest that:

☒ Water was used during the previous five years on the **entire** place of use for
Certificate # 51229; OR

☐ My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township		Range		Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

☐ Confirming Certificate # _____ has been issued within the past five years; OR

☒ Part or all of the water right was leased instream at some time within the last five years. The
instream lease number is: IL-1770, 1837, 2057 (A PORTION OF WICKIUP VOLUME ALSO LEASED INSTREAM) (Note: If the
entire right proposed for
transfer was not leased, additional evidence of use is needed for the portion not leased instream.); OR

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use
would be rebutted under ORS 540.610(2) is attached.

☐ Water has been used at the actual current point of diversion or appropriation for more than
10 years for Certificate # _____ (For Historic POD/POA Transfers)

(continues on reverse side)

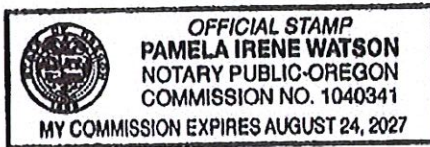
3. The water right was used for: (e.g., crops, pasture, etc.): STORAGE - FOR IR AND DO USES. RESERVOIR FILLED TO EXTENT POSSIBLE DUE TO EXTENDED DROUGHT PERIOD.

4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Joshua Bailey
Signature of Affiant

12/18/24
Date

Signed and sworn to (or affirmed) before me this 18 day of Dec., 2024.



Pamela Irene Watson
Notary Public for Oregon

My Commission Expires: 8/24/27

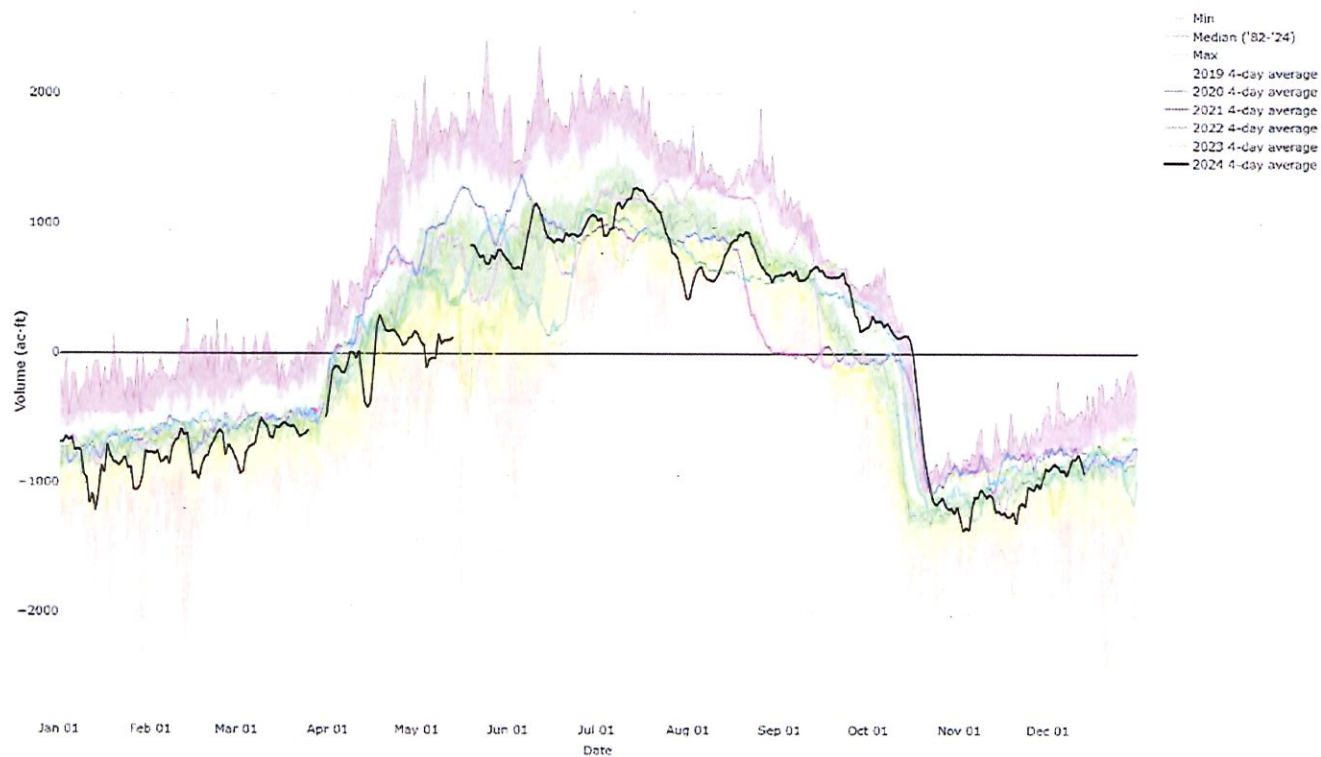
Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> • Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
<input checked="" type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> • District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terraserver.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

Wickiup outflows data also available in pdf or excel form.



[Distribution](#) [Natural Flow](#) **[Daily Data](#)** [Methods](#) [About](#)

Daily Natural Flow and Storage



Select site:

Wickiup Reservoir

Select metric:

Storage Released Wickiup (ac-ft)

Select year:

SELECT YEARS

For the years selected, smooth over a timeframe:

☐ None

☒ 4-day average

☐ 7-day average

Download the data you are viewing

[DOWNLOAD \(.CSV\)](#)

Wickiup Reservoir Storage Releases

Data Including Daily Releases for the Calendar Years 2019-2024

	real_date	Min	Q10	Q30	Median	Q70	Q90	Max	2024	2023	2022	2021	2020	2019
1	1/1/2024	-1417.61	-1222.25	-1017.64	-910.668	-765.129	-619.079	-168.562	-687.91	-943.32	-740.161	-732.972	-773.707	-749.547
2	1/2/2024	-1144.77	-1107.67	-856.652	-759.012	-673.751	-497.848	-351.404	-690.002	-811.724	-685.389	-736.164	-796.018	-734.369
3	1/3/2024	-1386.53	-1232.32	-901.49	-814.576	-710.198	-597.118	-19.5461	-646.49	-702.816	NA	-732.069	-791.346	-736.25
4	1/4/2024	-1268.12	-1115.45	-880.312	-795.365	-706.949	-583.416	-483.793	-673.119	-745.661	NA	-856.102	-775.186	-711.921
5	1/5/2024	-1398.42	-1094.05	-863.033	-780.755	-709.057	-546.504	-155.889	-653.785	-711.263	NA	-841.144	-626.563	-678.835
6	1/6/2024	-1241.59	-1039.4	-889.906	-803.527	-757.215	-560.572	-158.492	-753.062	-725.583	NA	-808.983	-649.201	-749.283
7	1/7/2024	-1224.41	-1042.63	-867.364	-799.899	-659.078	-459.513	-389.686	-743.588	-733.092	NA	-759.331	-693.793	-704.877
8	1/8/2024	-1186.19	-1147.72	-966.875	-848.452	-727.755	-574.284	-286.031	-754.2	-659.917	-968.736	-733.39	-706.215	-752.277
9	1/9/2024	-1332.07	-1088	-850.368	-731.9	-679.015	-561.797	-264.778	-934.257	-668.6	-800.689	-728.427	-710.194	-747.02
10	1/10/2024	-1658.86	-1137.83	-885.71	-703.968	-652.147	-419.648	-102.852	-966.99	-712.184	-735.626	-701.315	-727.01	-644.556
11	1/11/2024	-1407.57	-1300.67	-907.355	-824.488	-753.592	-545.807	-308.751	-1163.78	-704.383	-656.054	-720.456	-791.792	-634.435
12	1/12/2024	-1158.84	-1027.25	-810.721	-733.886	-624.061	-437.392	-102.415	-1088.31	-718.587	-597.344	-676.081	-806.714	-603.232
13	1/13/2024	-1866.27	-1370.43	-943.559	-803.74	-606.07	-490.524	-59.2993	-1221.86	-649.636	-647.878	-759.656	-869.542	-631.687
14	1/14/2024	-1221.9	-995.849	-870.038	-769.583	-619.436	-438.135	-66.728	-1079.99	-658.137	-638.703	-802.228	-873.871	-627.983
15	1/15/2024	-1021.72	-929.621	-756.347	-695.559	-609.162	-516.423	-366.032	-866.871	-617.492	-696.873	-824.122	-777.424	-656.49
16	1/16/2024	-1460.2	-1300.34	-808.153	-724.715	-616.825	-460.173	-102.904	-928.452	-589.496	-728.251	-740.055	-712.228	-691.511
17	1/17/2024	-1118.77	-1012.99	-805.717	-723.154	-622.735	-445.991	-249.277	-709.27	-599.248	-657.362	-660.509	-665.172	-707.863
18	1/18/2024	-1940.36	-1277.96	-925.169	-685.994	-656.269	-491.077	-212.459	-789.698	-569.323	-639.251	-653.798	-622.931	-793.379
19	1/19/2024	-1632.03	-1233.72	-901.769	-736.42	-680.769	-489.828	150.7043	-839.042	-544.654	-620.198	-628.072	-652.203	-900.809
20	1/20/2024	-1099.89	-1026.75	-829.446	-789.083	-567.821	-475.051	-268.13	-851.285	-549.63	-586.67	-644.304	-630.098	-942.554
21	1/21/2024	-1311.05	-1055.2	-817.94	-692.845	-616.391	-483.34	-31.5258	-872.752	-635.994	-662.192	-608.245	-627.699	-936.438
22	1/22/2024	-984.463	-929.473	-817.326	-745.124	-688.79	-467.177	-175.547	-838.49	-602.667	-701.338	-630.184	-639.346	-869.277
23	1/23/2024	-1004.48	-920.358	-722.216	-681.28	-626.813	-453.75	-354.523	-803.841	-640.051	-675.822	-609.405	-647.052	-752.21
24	1/24/2024	-1498.25	-1139.58	-871.643	-817.961	-648.882	-511.392	-187.099	-889.063	-653.775	-697.275	-672.618	-598.666	-699.606
25	1/25/2024	-1105.49	-1072.24	-825.696	-706.344	-681.202	-526.11	-195.954	-884.362	-558.166	-627.802	-660.693	-655.118	-667.062
26	1/26/2024	-1470.85	-916.233	-813.98	-685.54	-640.199	-602.397	-369.651	-1055.71	-583.588	-604.92	-680.644	-639.759	-669.638
27	1/27/2024	-971.332	-895.455	-814.087	-716.68	-608.048	-390.796	15.84457	-1059.91	-596.544	-590.045	-684.826	-630.902	-618.116
28	1/28/2024	-1243.43	-962.118	-816.186	-737.999	-664.069	-511.675	-463.916	-1032.97	-644.046	-607.701	-669.534	-749.324	-626.58
29	1/29/2024	-2558.84	-1307.84	-970.212	-752.731	-694.63	-489.833	-3.70461	-942.51	-654.299	-584.842	-678.473	-712.025	-671.178
30	1/30/2024	-1318.99	-1236.43	-846.38	-733.909	-623.712	-442.905	-291.711	-758.274	-649.065	-621.898	-623.239	-701.973	-659.536
31	1/31/2024	-1412.4	-1045.92	-754.145	-671.314	-593.393	-460.984	-149.564	-773.672	-623.756	-636.307	-622.773	-687.508	-676.451
32	2/1/2024	-979.111	-942.247	-744.13	-684.031	-527.837	-458.126	-208.843	-766.758	-548.509	-621.094	-595.775	-653.99	-664.554
33	2/2/2024	-1332.81	-867.542	-748.152	-710.117	-601.989	-456.618	-131.672	-783.39	-571.872	-613.061	-592.107	-620.563	-664.201
34	2/3/2024	-1400.64	-835.917	-758.551	-660.736	-572.619	-344.024	-160.25	-754.083	-563.611	-550.601	-646.087	-614.686	-666.063
35	2/4/2024	-1109.89	-1030.65	-828.59	-656.166	-581.514	-403.523	-16.1652	-846.315	-579.168	-573.464	-601.034	-560.804	-686.641
36	2/5/2024	-957.101	-875.137	-703.451	-647.515	-616.297	-330.642	-164.696	-836.274	-594.889	-580.892	-571.837	-550.656	-668.103
37	2/6/2024	-1417.26	-845.103	-760.079	-623.929	-538.357	-286.783	-173.333	-801.931	-621.256	-584.011	-550.486	-555.784	-623.096
38	2/7/2024	-1321.16	-1094.18	-837.518	-633.101	-566.367	-458.679	-229.574	-861.877	-646.432	-609.628	-482.41	-561.242	-598.371
39	2/8/2024	-996.051	-840.09	-779.864	-675.159	-596.246	-461.796	-168.405	-728.37	-631.946	-562.496	-517.14	-664.51	-610.127
40	2/9/2024	-1313.61	-972.748	-737.696	-684.295	-535.819	-307.127	-222.52	-681.027	-608.741	-531.09	-530.502	-632.515	-691.452
41	2/10/2024	-1800.58	-945.457	-694.72	-681.365	-564.068	-415.316	-73.0504	-656.636	-586.717	-534.742	-528.818	-593.92	-691.154
42	2/11/2024	-905.771	-846.987	-742.946	-627.579	-521.51	-320.905	55.53719	-585.12	-549.709	-547.909	-561.153	-659.198	-707.59
43	2/12/2024	-2081.52	-866.584	-693.268	-589.126	-512.42	-348.939	43.12637	-634.156	-527.402	-548.68	-552.007	-541.608	-728.381
44	2/13/2024	-2230.15	-1029.66	-830.828	-683.061	-622.806	-469.414	269.8744	-621.494	-586.478	-555.499	-628.865	-556.068	-664.96
45	2/14/2024	-1824.57	-1146.96	-880.708	-672.14	-553.411	-446.731	-165.08	-791.441	-686.199	-582.321	-659.015	-553.073	-765.902
46	2/15/2024	-1435.88	-1156.13	-974.676	-653.289	-548.767	-201.737	17.10376	-933.394	-686.754	-505.959	-779.355	-501.622	-742.576
47	2/16/2024	-1164.85	-986.163	-774.508	-662.011	-579.592	-297.375	25.68523	-918.071	-700.912	-551.312	-756.744	-536.504	-734.646
48	2/17/2024	-1488.18	-1098.81	-836.151	-724.488	-612.561	-385.942	-11.7431	-980.002	-644.049	-527.384	-693.642	-547.246	-702.585
49	2/18/2024	-1364.54	-1055.74	-762.113	-565.682	-492.985	-329.392	102.3471	-867.927	-533.259	-474.601	-716.221	-539.5	-547.457
50	2/19/2024	-1066.81	-931.539	-832.781	-708.535	-617.531	-271.994	143.3326	-806.431	-509.512	-453.73	-596.625	-533.747	-594.597
51	2/20/2024	-884.26	-844.157	-735.489	-663.772	-572.88	-388.053	-111.262	-794.987	-540.627	-456.64	-660.592	-549.586	-598.329
52	2/21/2024	-954.173	-932.739	-820.215	-649.545	-591.591	-345.631	128.8653	-719.248	-659.255	-515.896	-594.961	-502.109	-633.12
53	2/22/2024	-923.721	-832.015	-697.542	-672.05	-548.056	-490.498	-178.64	-683.792	-650.601	-525.772	-625.107	-617.791	-668.065
54	2/23/2024	-1309.96	-978.759	-673.762	-632.336	-494.956	-289.536	268.408	-627.748	-715.587	-562.773	-540.879	-536.727	-655.131
55	2/24/2024	-999.815	-836.221	-701.962	-649.111	-488.071	-397.899	-130.81	-594.069	-611.682	-511.766	-518.092	-513.911	-659.889
56	2/25/2024	-1167.61	-1069.81	-716.399	-658.411	-551.771	-421.302	-140.786	-620.72	-510.21	-513.849	-587.064	-571.544	-777.092
57	2/26/2024	-1298.62	-994.069	-700.341	-621.252	-535.076	-368.314	158.2263	-791.369	-516.252	-493.573	-543.074	-463.49	-789.807
58	2/27/2024	-1067.98	-847.965	-697.245	-637.47	-527.052	-261.007	-138.924	-708.272	-522.548	-566.061	-621.921	-507.25	-775.108
59	2/28/2024	-860.465	-783.803	-685.079	-573.621	-468.655	-372.319	64.81189	-741.684	-604.634	-572.099	-572.43	-603.541	-680.536
60	3/1/2024	-973.444	-830.055	-700.838	-628.667	-588.968	-280.996	-122.452	-844.509	-624.182	-556.141	-592.801	-513.827	-528.998
61	3/2/2024	-1014.46	-749.67	-653.198	-562.426	-457.556	-313.132	-244.781	-932.36	-602.166	-589.977	-554.142	-503.308	-560.877
62	3/3/2024	-1132.47	-916.02	-682.302	-533.604	-527.252	-281.396	139.4361	-911.969	-556.997	-542.316	-530.715	-390.552	-538.647

63	3/4/2024	-878.889	-825.943	-670.272	-615.71	-552.167	-217.61	-109.11	-768.251	-541.128	-575.269	-512.745	-474.838	-569.851
64	3/5/2024	-1395.63	-1120.41	-769.76	-578.221	-474.954	-249.161	-50.575	-727.349	-519.036	-545.662	-492.539	-484.559	-560.348
65	3/6/2024	-992.5	-769.621	-641.391	-603.904	-470.064	-206.399	-27.2908	-713.778	-505.236	-519.553	-493.553	-518.642	-565.309
66	3/7/2024	-901.854	-729.883	-579.323	-524.538	-476.691	-170.081	158.5397	-702.047	-518.778	-472.354	-468.722	-536.725	-564.848
67	3/8/2024	-1088.15	-942.802	-638.065	-523.196	-421.616	-188.712	-136.246	-580.963	-476.535	-479.995	-510.474	-514.292	-561.967
68	3/9/2024	-1102.53	-948.878	-679.883	-583.876	-534.761	-265.923	-99.1727	-499.877	-530.203	-514.321	-511.096	-527.245	-536.824
69	3/10/2024	-1117.23	-935.394	-698.514	-562.231	-477.913	-252.407	80.24793	-544.853	-562.961	-518.222	-534.058	-505.222	-497.091
70	3/11/2024	-899.154	-850.346	-617.848	-505.419	-435.014	-289.732	160.9459	-566.049	-571.104	-550.08	-511.522	-470.098	-478.282
71	3/12/2024	-1045.43	-837.5	-686.826	-588.234	-486.2	-224.643	15.35846	-646.931	-606.425	-535.571	-507.97	-517.735	-576.617
72	3/13/2024	-1325.35	-940.244	-725.328	-573.208	-504.151	-260.781	-27.2656	-657.802	-667.769	-507.911	-480.905	-520.822	-589.019
73	3/14/2024	-869.103	-843.431	-656.312	-559.955	-453.866	-265.116	36.94214	-565.819	-636.716	-526.995	-512.867	-530.714	-616.214
74	3/15/2024	-1400.65	-879.839	-714.69	-615.942	-538.452	-393.508	-291.753	-581.555	-590.452	-571.583	-517.859	-518.333	-611.77
75	3/16/2024	-853.306	-769.913	-714.114	-593.384	-525.282	-365.307	-43.4361	-550.38	-568.69	-566.485	-519.335	-494.619	-549.451
76	3/17/2024	-837.03	-764.457	-518.77	-470.092	-372.347	-273.574	-210.472	-537.597	-449.751	-569.699	-494.323	-484.19	-548.852
77	3/18/2024	-894.23	-847.018	-742.821	-556.997	-451.462	-338.355	-191.264	-558.416	-452.702	-571.466	-515.082	-461.876	-572.325
78	3/19/2024	-1024.22	-736.149	-620.119	-546.795	-432.952	-242.831	-53.7624	-570.338	-492.917	-516.927	-446.502	-510.596	-580.812
79	3/20/2024	-1023.12	-878.464	-662.171	-560.099	-487.722	-210.772	-99.4817	-558.674	-538.223	-493.623	-467.437	-453.177	-558.33
80	3/21/2024	-1089.03	-930.092	-605.409	-460.78	-395.391	-243.473	15.38947	-597.156	-517.434	-458.702	-470.3	-427.175	-590.351
81	3/22/2024	-912.027	-873.791	-702.007	-608.958	-449.621	-321.125	7.97862	-646.911	-523.555	-433.256	-455.784	-430.752	-587.256
82	3/23/2024	-884.183	-682.217	-632.052	-602.508	-506.874	-277.566	-150.896	-632.573	-531.971	-467.118	-496.165	-467.557	-625.483
83	3/24/2024	-994.899	-701.134	-623.864	-501.656	-382.681	-161.272	-7.35624	-621.304	-551.679	-427.861	-474.274	-466.27	-626.989
84	3/25/2024	-1403.3	-888.564	-612.87	-510.305	-461.122	-282.484	84.92346	-597.362	-673.427	-451.398	-486.39	-505.857	-595.135
85	3/26/2024	-1137.02	-960.708	-733.762	-541.974	-460.973	-154.812	74.9467	NA	-644.15	-489.576	-429.022	-497.246	-551.557
86	3/27/2024	-1148.18	-730.754	-608.229	-516.544	-412.35	-311.402	-32.1085	NA	-645.469	-490.341	-439.751	-423.039	-573.349
87	3/28/2024	-1024.84	-925.169	-746.645	-567.808	-419.268	-147.713	211.5325	NA	-656.586	-505.366	-552.849	-471.333	-534.281
88	3/29/2024	-1144.86	-966.563	-730.174	-492.022	-310.668	-38.4657	81.42375	NA	-557.057	-541.571	-483.163	-404.016	-473.79
89	3/30/2024	-954.634	-683.569	-460.352	-413.158	-200.333	-139.352	94.15185	NA	-524.522	-520.464	-411.918	-408.711	-368.512
90	3/31/2024	-885.229	-722.247	-529.326	-336.649	-201.859	59.78093	361.9649	-495.744	-333.985	-376.497	-339.365	-429.645	-188.135
91	4/1/2024	-695.606	-563.398	-440.198	-280.612	-12.7872	92.11198	211.9974	-300.754	-252.025	-266.339	-65.619	-269.175	-58.8127
92	4/2/2024	-875.773	-733.782	-530.677	-173.895	-75.7787	262.0483	565.2921	-137.601	-172.445	-122.709	-32.8683	-136.962	-39.2046
93	4/3/2024	-805.243	-768.011	-375.867	-205.224	-79.8489	75.86779	445.8631	-100.337	-105.221	-2.75476	34.24315	-15.4281	-0.83288
94	4/4/2024	-957.647	-795.081	-434.062	-319.129	-114.16	133.6516	582.2302	-102.486	-104.954	-244.575	68.96648	58.15864	-34.852
95	4/5/2024	-899.94	-776.902	-391.66	-179.193	-11.7865	168.2498	263.8417	-145.215	18.23099	-234.18	42.09006	-1.50049	-119.319
96	4/6/2024	-785.88	-652.423	-324.117	-144.638	-40.0661	112.0928	372.903	-153.467	85.64346	-233.494	86.89841	-35.6131	-59.4076
97	4/7/2024	-952.247	-728.806	-437.076	-139.141	-46.1991	103.3282	337.0304	-94.1659	35.59196	-230.433	58.19728	-24.1922	-264.504
98	4/8/2024	-728.613	-637.761	-237.384	-103.1	83.80615	264.4232	563.9863	7.774877	21.45929	74.23119	94.46833	23.53505	-384.948
99	4/9/2024	-768.088	-714.324	-216.097	-88.318	21.59124	354.8605	516.7425	4.252992	-39.3508	146.926	56.75212	70.66228	-431.447
100	4/10/2024	-878.324	-795.295	-298.496	-61.2645	110.2902	319.9955	522.2288	-42.959	-51.3681	286.7713	139.3667	77.16446	-451.781
101	4/11/2024	-755.143	-612.038	-189.166	-80.9191	102.7804	212.7411	540.8435	19.53727	-36.8128	230.9195	285.0009	148.3486	-285.002
102	4/12/2024	-759.402	-672.038	-166.112	139.6815	257.4874	389.0047	462.3659	-168.747	-66.169	270.2182	286.0294	229.3629	-190.914
103	4/13/2024	-990.044	-749.229	-181.488	17.72194	190.253	457.7519	674.0957	-379.696	8.141484	184.7941	416.2535	387.2128	-129.988
104	4/14/2024	-983.78	-504.62	-157.755	99.79563	229.0659	425.6034	655.6506	-422.452	47.84771	132.1843	416.3736	517.0304	-187.847
105	4/15/2024	-963.443	-402.592	-40.3663	166.8198	281.3763	597.6828	900.6182	-379.431	159.8651	266.5637	430.4876	579.9112	-176.467
106	4/16/2024	-468.652	-142.853	-33.9504	175.3036	319.665	533.802	662.3013	-111.534	251.6005	180.2255	518.8428	642.5069	-152.059
107	4/17/2024	-689.733	-142.57	92.31523	257.4641	348.012	485.8349	1167.802	201.3566	300.3367	198.5789	524.203	602.684	-122.971
108	4/18/2024	-595.352	-175.326	96.18775	182.9141	381.3714	752.3838	1115.452	297.8039	311.6345	161.7271	577.4708	624.1587	-36.9821
109	4/19/2024	-794.236	-296.019	53.19065	240.5233	331.7152	762.1104	1366.718	238.0455	288.6803	169.0535	618.4735	633.7224	42.78841
110	4/20/2024	-586.615	-162.802	1.815269	232.4919	512.3051	945.2204	1211.554	178.2525	267.4956	171.4429	652.7619	633.2712	81.28723
111	4/21/2024	-370.155	-264.644	146.3721	241.1434	483.2338	911.3488	1468.871	166.5571	181.3665	185.684	751.5203	746.0942	174.5544
112	4/22/2024	-141.263	38.59756	220.3828	321.6909	483.6756	791.0721	1790.242	171.7512	215.5193	211.0871	784.4192	672.6365	206.5824
113	4/23/2024	-700.952	-264.195	124.0811	212.1983	452.6579	984.9261	1801.593	179.6726	146.5362	186.8241	822.1109	723.5353	179.5391
114	4/24/2024	-418.803	-239.069	141.6135	371.8763	574.4103	778.2858	1594.011	139.1139	161.0685	222.6046	788.2259	742.3907	187.1366
115	4/25/2024	-470.641	-161.574	142.1628	438.5185	606.0661	879.4505	1500.414	107.9418	263.6271	257.8205	718.2353	661.2227	136.3917
116	4/26/2024	-135.994	-50.6356	213.1784	442.6288	638.6625	1403.366	1486.448	58.66572	227.2123	340.7602	707.3518	743.682	134.0659
117	4/27/2024	-229.416	68.22769	234.6363	461.4594	655.1395	1244.645	1368.857	76.01599	343.1192	426.9868	692.5061	664.4864	141.3664
118	4/28/2024	-687.638	-103.219	309.6022	542.0482	603.6599	1104.769	1408.958	116.2534	398.3898	504.2833	681.8634	627.9675	182.0721
119	4/29/2024	-138.827	15.44088	306.3928	607.6514	777.9201	1274.587	1522.195	124.3495	449.4954	541.7175	705.117	652.7799	238.5673
120	4/30/2024	-581.578	102.7113	386.712	650.0919	781.1869	1333.37	1966.097	170.4021	535.7105	512.4192	593.2758	620.9139	210.4636
121	5/1/2024	-493.335	10.26749	291.8699	545.2502	955.8557	1153.043	1605.181	141.4845	524.7318	533.1499	613.1944	617.2775	197.8323
122	5/2/2024	-227.313	-10.1792	335.7454	572.0199	958.55	1320.219	1650.872	85.98064	531.5509	495.5973	712.2792	635.2902	156.6661
123	5/3/2024	-321.324	-170.299	334.7866	666.6549	962.8114	1342.307	2139.64	65.97003	574.4695	572.693	787.5639	616.6063	142.1851
124	5/4/2024	-785.958	-343.029	442.6283	665.4896	921.8342	1346.073	1524.836	-113.468	602.9398	641.8381	943.6183	635.8556	127.2609
125	5/5/2024	-220.523	120.365	472.4809	654.8171	973.4684	1598.885	1757.853	-42.7573	661.8656	605.3171	963.14	657.0074	113.1431
126	5/6/2024	-882.238	-7.71138	449.7371	878.9441	1050.427	1286.63	1818.289	-34.1631	596.6722	635.2675	971.6836	717.1122	168.9097
127	5/7/2024	-333.016	80.64095	499.4844	890.2367	1189.633	1517.248	1899.502	-41.7196	524.0349	635.4496	953.4319	802.0942	253.4669
128	5/8/2024	-213.144	-73.0592	311.0848	818.3456	1044.978	1555.418	1800.028	149.3893	345.5124	538.3654	986.9422	879.2618	415.5649

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129	5/9/2024	11.8144	81.17085	452.0513	745.7732	1073.69	1479.141	1644.628	71.15577	276.3957	529.7705	993.0073	919.707	579.8186
130	5/10/2024	-200.02	14.8895	357.3733	749.7101	1063.519	1449.86	1743.179	97.22131	276.3455	525.3443	993.4277	887.3985	763.5735
131	5/11/2024	-61.4457	66.31678	363.8797	902.5389	1021.694	1373.158	1652.702	102.5208	289.3619	418.7461	1052.273	878.2927	828.2917
132	5/12/2024	-115.342	22.97456	478.4441	951.4449	1093.055	1468.779	1861.948	103.5825	400.9276	370.7809	1083.804	845.4201	951.3709
133	5/13/2024	-158.244	-113.047	509.7249	808.3124	971.4608	1696.748	1807.243	120.1738	351.1227	414.6109	1154.063	869.986	1049.707
134	5/14/2024	-86.4502	73.51712	643.0501	833.2497	1002.671	1404.172	1815.686	NA	448.2298	354.3136	1203.127	885.9217	1046.467
135	5/15/2024	-248.979	-36.0504	719.1511	827.6582	1102.341	1396.132	1672.061	NA	331.965	382.9541	1248.086	860.4472	1052.5
136	5/16/2024	-1849.63	-230.121	632.7598	792.778	1044.183	1560.3	1715.68	NA	-229.858	479.4298	1282.949	819.1241	966.3253
137	5/17/2024	-103.746	78.92366	378.4286	813.9209	1016.982	1540.128	1667.219	NA	-213.986	471.2042	1267.538	637.1186	904.2384
138	5/18/2024	-554.98	98.30677	485.5972	808.9266	1209.906	1580.892	2015.443	NA	-297.503	582.0831	1263.503	579.4061	824.108
139	5/19/2024	-262.087	-163.361	348.6401	824.7805	1138.982	1502.919	1785.662	827.0533	-347.505	646.1879	1197.504	418.3602	652.2892
140	5/20/2024	12.49919	148.5929	463.2131	824.9118	918.6825	1357.066	1874.686	828.308	194.3484	731.2105	1158.113	386.8715	503.4174
141	5/21/2024	-437.055	-18.2372	254.8368	725.9942	1137.696	1438.758	1742.616	779.0369	184.7808	810.5317	1128.112	419.081	327.9995
142	5/22/2024	40.02906	55.78876	384.9766	633.3274	881.9236	1534.088	1802.599	733.0865	143.2014	856.2079	1128.876	367.831	170.8225
143	5/23/2024	-161.729	41.73736	457.8277	713.2106	962.1957	1376.189	2064.512	748.403	255.2195	916.8044	1124.47	440.5031	129.6523
144	5/24/2024	-314.656	-104.649	410.5249	658.686	1037.053	1454.368	2409.796	689.2456	186.484	924.2157	1055.612	404.9086	65.83851
145	5/25/2024	-291.644	-171.126	273.1522	634.0255	978.3512	1291.359	1963.559	683.3697	187.513	1010.904	967.1427	444.3492	44.09489
146	5/26/2024	-685.975	-393.819	396.5798	681.0396	1043.893	1286.154	2003.396	751.776	198.4356	1051.46	888.4029	510.7132	18.91796
147	5/27/2024	-624.166	-290.27	364.2508	787.6064	1006.447	1390.481	1759.061	718.1367	147.6407	1063.364	826.6036	590.1888	-2.68832
148	5/28/2024	-514.636	-386.437	426.544	876.0681	1014.726	1351.665	1669.476	792.5322	235.0482	1059.151	868.8007	712.6346	80.23219
149	5/29/2024	-770.83	-272.467	243.4996	702.2049	1030.474	1282.09	1583.327	793.5774	239.1681	989.3446	938.2076	799.8191	126.5982
150	5/30/2024	-887.214	48.3394	461.9732	780.6491	1076.28	1328.735	1886.691	750.4922	328.6608	926.0418	988.9333	899.5435	193.9428
151	5/31/2024	-850.79	179.5138	530.3947	669.1861	954.1584	1352.225	1947.265	721.3885	435.7179	834.3373	1095.228	944.4378	251.8316
152	6/1/2024	-657.674	-111.604	515.765	725.0708	969.9729	1199.134	1984.047	697.5414	548.6534	736.9677	1090.616	960.8239	269.0827
153	6/2/2024	-536.126	-2.78259	473.9639	671.2695	932.5984	1350.373	1468.64	655.8616	726.007	614.1704	1167.414	994.0087	295.9282
154	6/3/2024	-1206.46	0.415558	423.2414	854.9256	1012.03	1311.512	1464.495	647.9822	845.1956	530.9337	1252.11	965.3602	414.2265
155	6/4/2024	-777.621	-316.163	203.1991	869.9695	947.949	1362.056	1487.787	660.8575	929.0142	463.2944	1292.047	958.9133	601.8265
156	6/5/2024	-784.007	-115.448	258.708	807.6277	1135.456	1354.365	1467.182	645.2888	951.048	393.0904	1369.934	925.2126	699.5975
157	6/6/2024	-808.262	-300.679	212.3479	941.5138	1133.104	1353.759	1562.108	764.3255	1047.155	367.2542	1313.914	926.5717	856.0519
158	6/7/2024	-573.381	-140.403	289.0399	895.5563	1192.91	1438.418	1797.635	896.0455	1094.974	365.9613	1213.333	NA	981.195
159	6/8/2024	-471.999	-62.1207	339.3291	936.328	1247.465	1441.54	1687.585	993.1139	1123.486	354.3615	1197.974	NA	985.9624
160	6/9/2024	-581.09	-259.032	429.2816	874.4796	1198.643	1582.029	1930.399	1119.673	1186.335	414.2174	1120.675	NA	1049.263
161	6/10/2024	-310.909	32.04788	304.393	911.6948	1072.328	1584.306	1964.23	1155.313	1082.937	393.2823	1085.716	NA	1039.127
162	6/11/2024	-338.089	-94.0347	220.6225	797.1623	1013.914	1653.628	2377.145	1109.453	1016.112	310.8867	1069.394	NA	1034.725
163	6/12/2024	-290.675	-181.285	391.725	820.6468	1141.781	1719.424	2049.929	1045.902	996.6487	214.7623	1000.712	891.7443	1127.942
164	6/13/2024	-66.4259	192.1754	516.2668	887.5	1127.256	1532.843	1909.657	942.4272	922.588	190.2337	1034.166	909.5236	1253.091
165	6/14/2024	-156.253	5.431653	784.7206	861.0005	1147.096	1483.214	1964.957	885.1289	892.1927	132.1977	989.7827	867.9192	1339.447
166	6/15/2024	-44.0363	-0.55833	805.1842	1005.737	1107.013	1378.594	1682.866	878.8079	848.241	144.7661	1007.8	896.3508	1366.186
167	6/16/2024	-472.687	81.64309	748.3029	974.0987	1300.013	1531.323	1856.67	844.8678	821.0791	256.2401	1016.483	774.4893	1358.028
168	6/17/2024	-102.086	22.81581	657.3474	922.512	1203.336	1441.171	1825.238	875.6736	763.5765	162.8583	954.5572	712.7178	1277.021
169	6/18/2024	-118.082	95.89444	723.272	1000.666	1235.679	1446.728	1783.683	870.4625	755.5954	219.7307	965.9002	657.5858	1266.735
170	6/19/2024	91.24148	196.2716	702.1655	946.0026	1248.781	1484.144	1729.303	853.7017	744.8974	226.578	944.0804	591.2735	1287.648
171	6/20/2024	65.89644	349.4181	670.3674	959.2087	1132.634	1537.806	1754.208	922.2822	720.425	248.0113	915.4941	627.1689	1347.369
172	6/21/2024	354.4135	401.8351	725.8862	888.4959	1190.318	1527.643	1700.602	900.053	778.1765	927.7346	902.7346	604.9771	1418.33
173	6/22/2024	507.3469	597.7601	799.6924	976.7778	1157.422	1698.186	2030.405	917.0083	783.607	556.9643	890.35	619.3905	1441.702
174	6/23/2024	321.724	631.3174	803.9907	964.3129	1126.467	1700.727	1790.037	911.5196	835.0124	743.9411	857.318	632.3271	1524.244
175	6/24/2024	588.7138	678.0827	871.5221	1080.776	1182.85	1519.414	1924.135	895.1191	868.9144	910.3599	852.5355	728.6341	1466.753
176	6/25/2024	401.6862	574.2488	908.052	1080.639	1207.054	1395.036	2161.282	907.7476	851.8475	1012.707	846.3494	801.7244	1394.414
177	6/26/2024	228.3943	543.5349	1027.143	1086.24	1180.085	1396.01	1974.087	954.0832	854.701	1074.635	862.9043	921.8763	1321.288
178	6/27/2024	279.0583	715.9734	978.0236	1078.196	1255.061	1558.683	1884.304	1003.571	866.1642	1109.554	905.0041	1015.272	1171.116
179	6/28/2024	604.1506	828.6478	920.0019	1118.264	1269.994	1509.587	1863.226	1042.275	885.4317	1102.293	901.7134	1051.757	1107.78
180	6/29/2024	203.2404	891.6291	973.552	1061.665	1232.661	1613.825	2017.833	1064.348	945.7908	1085.324	930.9738	1121.979	1046.207
181	6/30/2024	541.5559	822.5121	1039.154	1106.125	1416.738	1555.782	2078.667	1054.359	1040.399	1093.295	941.9081	1121.735	1047.709
182	7/1/2024	407.575	736.4034	1033.982	1183.076	1355.128	1629.923	2115.712	1018.255	1075.954	1090.878	972.9475	1191.162	1004.246
183	7/2/2024	492.4811	659.071	1000.201	1255.875	1434.715	1614.934	1917.654	1038.724	1133.484	1074.441	975.9597	1233.17	922.4842
184	7/3/2024	441.7327	788.4444	1079.43	1215.426	1416.754	1782.038	1993.694	900.7446	1158.286	1078.741	981.2822	1242.621	946.8942
185	7/4/2024	688.054	883.7206	1053.236	1238.747	1422.162	1547.822	1893.128	901.4011	1087.409	1085.611	992.5304	1276.662	902.8167
186	7/5/2024	597.8644	813.382	944.1524	1186.072	1423.033	1818.845	2051.175	951.3763	1000.919	1052.281	945.0023	1246.58	895.2932
187	7/6/2024	669.9674	814.8759	1146.021	1253.66	1465.626	1715.745	2028.777	962.0954	879.254	1039.354	950.2548	1203.849	966.956
188	7/7/2024	513.3256	706.1928	1096.919	1318.127	1582.623	1709.811	1972.095	1129.928	744.7503	1028.927	974.1836	1198.855	904.8037
189	7/8/2024	763.0431	866.6472	1146.524	1250.225	1539.166	1770.502	1869.832	1164.353	715.5727	1007.179	944.0893	1187.378	950.4455
190	7/9/2024	581.8491	893.9034	1062.79	1221.872	1413.733	1692.896	1987.034	1109.986	659.4291	1034.425	957.2216	1181.866	988.2496
191	7/10/2024	727.8575	841.86	1102.213	1320.538	1483.572	1616.939	2069.174	1147.379	673.9016	1042.61	927.4582	1180.593	1028.946
192	7/11/2024	846.9914	929.5219	1134.803	1251.319	1426.215	1720.231	2038.298	1188.587	729.9353	1025.328	883.8922	1185.689	1122.632
193	7/12/2024	769.1279	846.126											

195	7/14/2024	762.7372	835.1337	1075.033	1230.265	1330.019	1545.195	1886.815	1273.818	832.3056	937.2433	905.8371	1190.053	1123.144
196	7/15/2024	878.0195	932.4918	1112.107	1197.16	1353.748	1572.927	1773.489	1254.288	854.3438	933.9227	928.0299	1181.226	1100.792
197	7/16/2024	806.2854	897.9953	1006.127	1166.9	1349.711	1523.153	2067.782	1252.889	898.1506	942.9747	950.4779	1180.127	1087.341
198	7/17/2024	677.8142	815.6964	987.9421	1142.644	1256.089	1494.294	1684.071	1217.35	945.9845	920.4147	966.4906	1182.839	1059.943
199	7/18/2024	50.55231	631.2368	832.5973	1073.587	1222.725	1452.278	1958.853	1172.242	927.4863	951.4869	950.411	1204.054	1060.247
200	7/19/2024	459.7462	618.1012	854.2123	1100.044	1234.167	1566.043	1609.633	1166.804	920.2344	916.705	922.5582	1214.598	1062.253
201	7/20/2024	356.5613	636.4197	902.7053	1048.909	1233.671	1398.077	1718.074	1140.016	930.3145	917.3776	902.9908	1246.491	1113.929
202	7/21/2024	240.3146	570.1241	847.4784	985.7915	1206.474	1301.086	1633.224	1101.909	884.7424	922.4691	912.432	1282.663	1141.725
203	7/22/2024	148.2515	570.4293	864.8278	1026.762	1093.546	1313.665	1476.647	1081.303	908.1436	871.4098	884.4449	1308.657	1175.333
204	7/23/2024	228.3208	575.8317	900.5964	1002.928	1149.091	1380.188	1618.331	1005.021	900.8978	902.1545	894.4867	1333.027	1183.282
205	7/24/2024	181.2397	526.978	811.6595	957.6062	1140.215	1276.762	1637.875	923.0587	885.2243	887.881	878.7149	1330.962	1187.163
206	7/25/2024	445.2088	546.3301	846.3767	1082.952	1208.658	1359.153	1640.751	879.2176	906.8676	854.5737	857.711	1308.2	1203.377
207	7/26/2024	548.0891	662.3425	820.2414	942.2988	1150.318	1338.697	1622.817	774.8733	886.6013	854.1227	876.3921	1262.502	1206.202
208	7/27/2024	702.1428	765.5777	868.7737	1000.47	1253.963	1353.277	1571.467	759.8516	887.1719	831.768	832.4284	1196.845	1245.4
209	7/28/2024	605.0667	689.1675	874.4685	1013.137	1183.826	1329.86	1538.776	726.6706	828.5388	810.0647	866.5019	1166.468	1235.642
210	7/29/2024	357.6292	648.961	868.6281	1030.799	1190.096	1352.372	1657.56	612.8723	812.9968	792.5734	856.4487	1152.929	1208.088
211	7/30/2024	359.8502	614.6361	897.5736	1020.587	1189.377	1293.208	1533.551	533.8394	757.9832	846.2581	848.0125	1169.363	1224.131
212	7/31/2024	347.0713	599.4907	889.2298	1005.624	1187.341	1314.195	1597.775	417.4043	744.6665	778.0125	902.5054	1236.905	1194.418
213	8/1/2024	464.0076	630.8988	898.5184	1028.589	1218.679	1368.564	1414.923	418.8285	761.8107	779.984	892.5948	1262.588	1202.824
214	8/2/2024	504.7335	671.0217	935.8246	1079.472	1213.968	1358.029	1749.754	531.5217	715.6198	755.8477	916.8533	1297.617	1233.713
215	8/3/2024	646.0603	683.3863	951.3952	1046.658	1173.434	1261.811	1415.945	605.864	725.2246	686.8118	930.9095	1311.161	1226.963
216	8/4/2024	528.566	592.5637	841.2217	936.5688	1126.308	1240.886	1325.37	651.2377	678.887	706.2468	901.7255	1307.067	1193.844
217	8/5/2024	604.4438	668.6068	795.4873	972.874	1099.863	1240.789	1555.095	664.2944	689.8544	698.2068	847.5595	1277.169	1179.334
218	8/6/2024	415.8026	590.2617	774.1722	1021.844	1146.035	1269.056	1400.41	597.3151	704.3903	696.8568	886.9412	1290.821	1172.466
219	8/7/2024	527.9388	549.9947	910.7161	1028.671	1132.302	1234.963	1394.592	568.4213	744.0892	653.116	882.0845	1301.106	1156.179
220	8/8/2024	508.8121	605.5269	795.717	962.9451	1121.287	1219.957	1463.061	563.4828	753.6897	634.1746	869.5926	1268.612	1182.755
221	8/9/2024	611.9961	687.8199	854.1404	960.8212	1083.766	1322.807	1390.587	550.7343	752.0368	634.5047	911.516	1318.36	1179.963
222	8/10/2024	647.5507	694.768	907.5058	963.8058	1099.574	1286.139	1376.417	577.5007	751.5111	636.3124	877.7151	1269.878	1138.89
223	8/11/2024	528.486	625.1869	844.5552	870.6884	964.7678	1207.494	1358.862	620.8206	746.573	635.2831	858.7208	1244.338	1147.39
224	8/12/2024	616.2574	651.4725	812.4649	901.1598	1029.412	1171.04	1363.432	681.0105	766.3883	642.6062	887.8369	1245.87	1141.019
225	8/13/2024	541.8507	626.7826	767.4588	882.2882	1020.951	1230.478	1246.294	756.9109	780.3119	624.3132	868.4693	1206.446	1109.102
226	8/14/2024	625.9853	646.1449	808.4801	943.6493	1024.2	1202.242	1263.963	787.772	797.74	612.7701	846.4075	1203.922	1095.177
227	8/15/2024	645.9234	728.2713	816.5805	898.6701	1041.938	1180.957	1293.406	841.9797	801.5928	632.9103	819.4589	1210.741	1026.706
228	8/16/2024	569.6358	704.7948	853.3794	942.9268	1043.039	1186.589	1314.684	867.6666	841.9822	621.2203	791.9032	1203.948	981.9894
229	8/17/2024	679.3185	749.3702	828.9575	888.784	1004.325	1243.876	1409.131	871.9386	851.002	630.2158	803.7402	1195.587	952.8448
230	8/18/2024	408.3616	528.26	841.4352	962.414	1187.43	1345.771	1419.169	918.836	905.9713	575.8098	734.1189	1194.008	918.4541
231	8/19/2024	357.1442	597.5925	840.7359	889.215	1125.669	1250.085	1297.992	903.6789	914.6491	569.3271	636.4425	1187.31	945.3096
232	8/20/2024	387.7146	505.8292	859.4148	884.7444	1089.897	1320.456	1367.252	933.0793	958.1535	581.3397	531.9474	1198.086	939.0945
233	8/21/2024	308.8674	603.8573	821.0687	907.8439	1099.316	1279.869	1466.681	926.8688	948.1622	548.5281	405.5136	1200.148	912.9191
234	8/22/2024	129.9878	503.9967	684.7631	881.544	1001.173	1270.749	1387.495	840.6763	936.8302	598.3397	295.9285	1195.065	936.9743
235	8/23/2024	319.6792	458.4569	757.6838	848.0886	936.8089	1220.309	1507.046	804.2437	931.9873	581.1157	286.5623	1163.288	907.7494
236	8/24/2024	50.70066	552.137	707.899	868.6753	962.6162	1201.155	1458.122	734.1285	830.9607	565.9383	202.3088	1108.962	899.6811
237	8/25/2024	170.8157	401.5399	643.8051	824.4823	874.8428	1226.075	1880.822	682.5173	758.4659	580.0647	167.7959	1017.009	918.1589
238	8/26/2024	-39.7731	494.9043	656.6539	795.6538	914.2321	1242.436	1367.648	652.1563	678.9479	553.3665	125.3556	924.4345	898.6544
239	8/27/2024	80.59213	483.802	613.3636	638.5736	861.6985	1248.168	1465.901	614.6257	629.6823	535.7243	65.58386	881.5644	891.8296
240	8/28/2024	1.316147	359.4075	585.5702	691.3948	784.0388	1066.368	1308.921	602.0117	601.3911	545.0687	53.23773	806.608	838.0196
241	8/29/2024	-9.96064	246.563	577.4005	655.5255	778.6241	1135.926	1541.192	543.0646	651.7173	533.1651	8.043644	773.3212	658.043
242	8/30/2024	-41.392	214.3013	521.8342	718.254	853.2234	1123.521	1221.058	597.507	645.377	544.2235	7.638915	NA	664.7078
243	8/31/2024	99.23416	171.2803	582.9962	705.9817	815.7042	986.4219	1195.138	596.4863	636.756	585.5466	12.29942	NA	675.6806
244	9/1/2024	-68.0987	31.51119	520.8516	666.8774	770.2198	984.6996	1075.103	607.2335	642.0738	563.2854	-5.05429	NA	746.6386
245	9/2/2024	71.62949	352.9773	501.0728	668.9961	762.3587	936.0613	1280.53	600.1114	609.9619	579.7161	15.34325	NA	944.2077
246	9/3/2024	-118.448	474.0697	618.8579	705.8726	793.865	959.7571	1102.803	617.043	593.7068	595.9342	-3.92069	NA	945.755
247	9/4/2024	32.13276	230.1306	599.8061	691.4925	813.0526	909.7504	1210.588	627.9542	590.3607	583.5834	-8.36074	773.3213	946.7134
248	9/5/2024	-38.0501	495.1622	573.3974	699.0862	823.0892	993.3792	1120.408	593.2289	597.6455	596.4695	-0.84859	828.9648	958.5466
249	9/6/2024	-68.3413	358.6376	614.2544	666.5386	792.6366	880.0922	1149.426	641.6164	591.7947	575.3413	-35.8413	871.4905	919.5574
250	9/7/2024	1.854547	306.6534	587.4287	646.9386	747.046	907.4459	1176.06	560.3094	602.7729	582.6212	-5.76573	964.4331	907.2365
251	9/8/2024	71.82091	346.3156	575.4186	654.4827	730.9445	890.0696	1014.819	562.9835	613.0391	577.2639	-8.179	979.9724	862.5043
252	9/9/2024	-25.9327	345.4672	512.1722	610.4382	708.8319	841.7915	965.729	565.7373	609.8553	564.0204	-5.14964	1002.82	759.4741
253	9/10/2024	-131.456	302.8417	514.7119	578.7783	687.8922	777.1014	1093.553	585.9766	603.4081	586.2293	-20.9284	1012.033	696.0605
254	9/11/2024	-57.456	309.113	469.1051	548.3129	645.7833	783.9284	1045.601	635.7929	615.6593	574.5841	-35.7561	918.4164	581.3604
255	9/12/2024	-47.7674	108.7845	351.9072	577.9895	654.2003	789.2932	972.9055	653.9617	626.5538	527.6684	-65.6531	697.5196	544.0046
256	9/13/2024	-127.419	169.1169	388.8016	468.634	593.1748	690.4611	906.7724	672.6436	626.1163	517.0019	-41.453	424.2327	486.7746
257	9/14/2024	-117.631	82.50021	295.6985	411.7208	521.5473	653.1176	805.1753	633.8625	657.2181	463.1798	4.355426	152.3009	456.0081
258	9/15/2024	-147.455	52.23807	234.8008	319.3496	517.2885	645.1496	725.4638	637.3819	645.9816	448.115	16.38734	-84.9617	

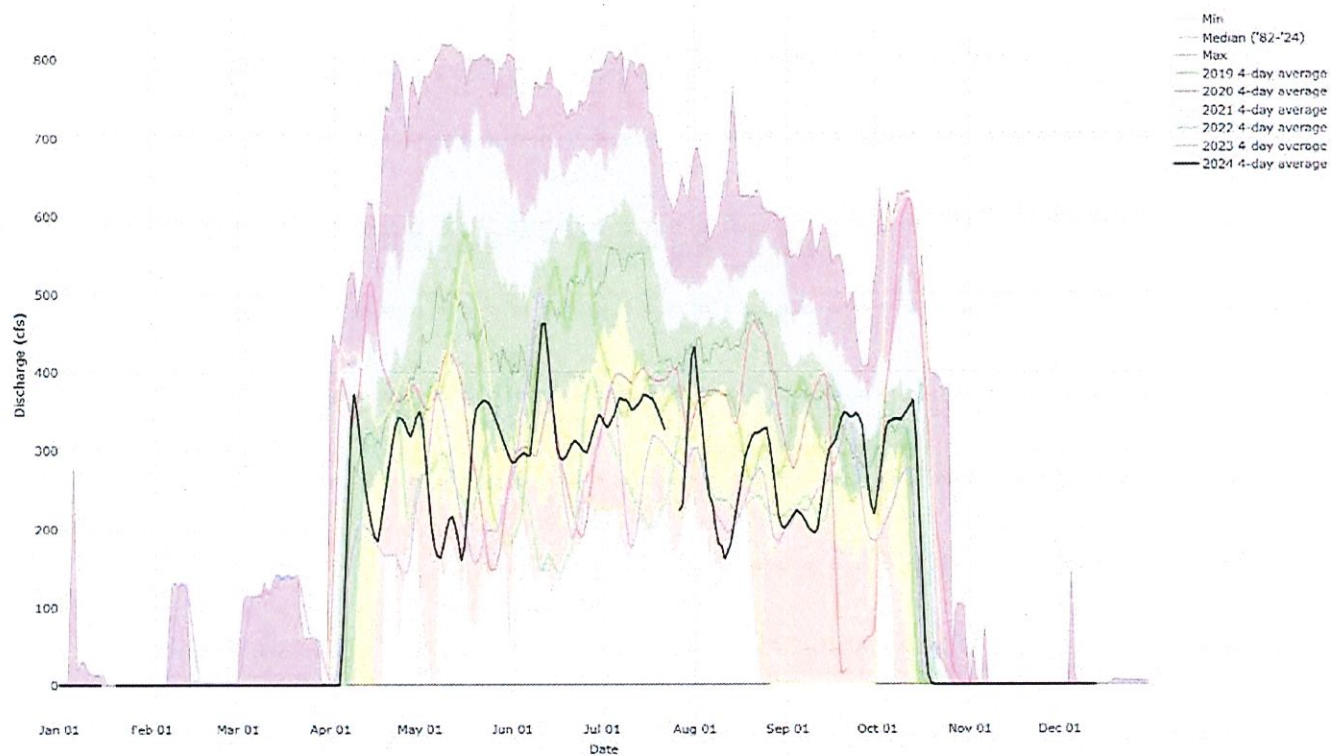
261	9/18/2024	-288.613	-185.161	110.2229	192.4988	402.0129	589.6665	682.502	581.7784	680.0661	448.9044	30.28482	-114.601	111.6749
262	9/19/2024	-397.848	-344.344	93.82995	172.9762	423.7877	528.4669	686.7529	585.8964	698.6385	458.1041	-11.528	-51.6647	-17.6364
263	9/20/2024	-477.944	-263.597	-23.4315	243.0615	332.426	505.2757	685.6424	582.1866	691.7547	469.9648	-33.6568	-56.2432	-121.569
264	9/21/2024	-389.391	-321.422	-7.06696	116.3649	266.8665	503.8162	652.7419	591.9352	619.8113	418.9737	-61.2286	-54.0235	-117.136
265	9/22/2024	-325.6	-247.438	-47.8156	132.3896	225.8008	423.0407	654.0497	623.6001	551.2721	441.8018	-29.5433	-16.0412	-155.343
266	9/23/2024	-332.639	-297.006	-71.2736	132.2155	251.9834	346.5523	669.1375	535.5152	546.8682	381.3927	5.417439	-86.267	-127.52
267	9/24/2024	-410.773	-285.421	-90.489	94.05193	196.1767	346.7521	562.0704	521.4338	444.2102	350.9003	10.45643	-71.0644	-143.196
268	9/25/2024	-466.028	-362.812	-105.713	-7.43332	209.4807	427.6519	531.9955	413.8379	465.5835	442.6876	0.784823	-114.675	-110.928
269	9/26/2024	-325.363	-270.949	-111.71	35.96268	133.1047	288.3503	518.7926	296.4319	388.7159	403.0859	-26.5402	-59.5844	-142.991
270	9/27/2024	-309.542	-254.033	-86.1506	14.69069	39.88846	325.5769	498.014	265.5727	283.9717	401.1361	-41.59	-9.36363	-107.511
271	9/28/2024	-1027.04	-288.171	-129.014	-41.6386	30.11453	402.0051	458.3159	161.788	292.8776	394.1251	-71.4921	-27.2021	-94.8811
272	9/29/2024	-959.427	-469.184	-144.382	-55.9716	36.36667	329.8533	527.7174	185.8058	127.8236	346.8098	-71.4107	8.928274	-134.054
273	9/30/2024	-437.772	-427.326	-118.273	-64.7305	25.06751	261.7799	526.4262	195.2629	154.275	367.1105	-83.9379	-43.6063	-71.1194
274	10/1/2024	-992.293	-429.48	-203.227	-35.6051	17.93554	261.8799	550.9625	207.0561	169.4104	352.1832	-68.5246	-58.5749	-191.187
275	10/2/2024	-920.353	-444.35	-241.551	-42.0698	44.54408	338.8319	487.3704	292.0917	155.4522	330.1306	-35.8459	-38.3281	-299.301
276	10/3/2024	-930.716	-477.478	-272.164	-120.263	-5.39354	126.2317	599.3836	239.0011	198.5719	315.5328	-50.8108	-38.1407	-354.367
277	10/4/2024	-1022.13	-714.013	-455.658	-134.399	43.98991	241.4393	626.2802	243.7974	184.2996	290.8521	-73.1118	-13.2621	-457.197
278	10/5/2024	-1136.16	-785.939	-355.033	-47.2355	15.31336	237.5713	542.7567	244.7241	133.59	266.2605	-76.0999	-15.6356	-464.735
279	10/6/2024	-1176.46	-830.8	-367.954	-88.2266	-11.6283	211.8996	681.6632	203.4275	69.5083	218.7588	-54.0082	-15.5961	-447.549
280	10/7/2024	-1104.44	-871.984	-504.717	-209.094	-11.3168	218.1016	441.6322	231.4361	37.85439	169.0259	-36.4578	-7.93357	-472.654
281	10/8/2024	-1223.87	-1156.13	-546.298	-281.658	33.90597	121.9935	448.7197	195.9116	17.61607	119.234	8.289773	-12.7134	-588.038
282	10/9/2024	-1224.83	-978.85	-742.25	-231.014	-51.3568	122.7081	335.6751	154.2615	-54.8509	104.3469	11.34332	15.35964	-628.549
283	10/10/2024	-1372.11	-1163.3	-872.53	-331.569	-181.912	54.40076	271.1075	127.7821	-85.2015	106.5088	-53.2565	-62.5967	-791.986
284	10/11/2024	-1322.12	-1233.25	-993.612	-557.534	-235.544	-24.6811	163.4294	114.114	-118.958	36.2994	-43.7961	-85.2488	-958.464
285	10/12/2024	-1409.6	-1298.77	-1079.74	-741.579	-553.666	-173.646	244.2889	124.8024	-186.645	-103.819	-88.0803	-195.234	-988.342
286	10/13/2024	-1685.28	-1537.1	-1191.95	-1005.73	-718.04	-332.123	131.8744	135.032	-259.824	-283.849	-118.407	-437.268	-1123.21
287	10/14/2024	-1868.24	-1444.06	-1322.33	-1072.53	-898.977	-510.906	92.81853	132.5543	-396.75	-513.552	-163.214	-577.044	-1092.06
288	10/15/2024	-1843.18	-1483.55	-1351.5	-1276.07	-1076.04	-684.428	-9.80715	89.24519	-539.623	-703.731	-265.065	-767.294	-1133.08
289	10/16/2024	-1719.32	-1516.47	-1301.07	-1235.16	-1097.57	-836.563	-345.967	-37.5157	-738.364	-874.761	-308.145	-865.173	-1125.55
290	10/17/2024	-1608.88	-1519.27	-1382.49	-1265.09	-1165.32	-975.96	-725.285	-251.806	-892.255	-978.006	-455.74	-884.232	-1126.56
291	10/18/2024	-1921.06	-1443.99	-1348.3	-1275.4	-1165.51	-1047.02	-638.056	-434.524	-987.163	-1063.36	-631.428	-944.672	-1122.42
292	10/19/2024	-1888.08	-1529.07	-1367.68	-1242.65	-1187.51	-1093.69	-708.536	-655.266	-1067.42	-1096.01	-704.764	-1010.17	-1175.7
293	10/20/2024	-1645.53	-1522.57	-1346.41	-1277.21	-1214.16	-1092.16	-974.638	-825.217	-1093	-1098.26	-929.815	-1058.06	-1222.6
294	10/21/2024	-1717.57	-1503.48	-1350.07	-1276.61	-1227.41	-1081.63	-980.542	-957.719	-1090.84	-1226.52	-1025.37	-1066.1	-1172.76
295	10/22/2024	-1670.45	-1557.58	-1381.94	-1319.21	-1135.79	-1087.22	-899.239	-1076.99	-1137.56	-1215.81	-1017.23	-1011.33	-1227.81
296	10/23/2024	-1624.54	-1513.54	-1321.48	-1237.08	-1112.98	-940.953	-890.211	-1148.55	-1095.32	-1196.89	-1103.35	-956.72	-1089.65
297	10/24/2024	-2000.47	-1681.43	-1318.84	-1225.28	-1118.14	-1034.92	-848.627	-1170.41	-1082.46	-1214.92	-1039.44	-949.812	-1047.32
298	10/25/2024	-1818.42	-1576.44	-1330.84	-1190	-1132.6	-998.355	-950.42	-1140.06	-1144.68	-1105.23	-1008.22	-935.088	-1080.46
299	10/26/2024	-1887.67	-1493.9	-1334.7	-1273.05	-1211.46	-1006.32	-898.398	-1112.85	-1071.96	-1138.9	-1037.53	-947.797	-1010.22
300	10/27/2024	-1490	-1453.23	-1326.93	-1216.84	-1117.53	-940.159	-842.524	-1175	-1068.51	-1173.26	-984.91	-960.284	-1008.11
301	10/28/2024	-1611.39	-1515.63	-1375.25	-1249.16	-1161.74	-889.98	-732.737	-1204.27	-1020.56	-1094.83	-920.452	-930.152	-984.554
302	10/29/2024	-1489.95	-1431.27	-1271.14	-1182.3	-1091.02	-983.862	-938.948	-1193.9	-927.829	-1110.68	-925.929	-944.99	-941.016
303	10/30/2024	-1394.62	-1378.65	-1242.14	-1174.23	-1045	-920.058	-828.689	-1235.11	-921.271	-1030.16	-857.477	-929.991	-950.346
304	10/31/2024	-1697.06	-1461.53	-1224.34	-1157.85	-1092.78	-964.075	-907.499	-1180.84	-930.509	-1023.31	-873.721	-927.468	-965.341
305	11/1/2024	-1634.51	-1366.18	-1254.16	-1192.53	-1130.44	-1001.05	-923.717	-1277.15	-978.096	-1096.1	-940.8	-942.416	-972.185
306	11/2/2024	-1589.32	-1504.81	-1299.29	-1176.27	-1093.38	-958.145	-824.884	-1368.05	-999.462	-1072.26	-890.532	-907.279	-968.764
307	11/3/2024	-1815.78	-1540.62	-1254.14	-1146.15	-1060.27	-1003.12	-807.708	-1340.7	-1021.3	-1119.26	-885.286	-914.681	-985.613
308	11/4/2024	-1540.73	-1327.36	-1253.28	-1157.44	-1084.69	-897.265	-873.91	-1364.04	-1101.47	-1146.79	-924.226	-906.48	-969.461
309	11/5/2024	-1676.18	-1620.48	-1390.44	-1192.73	-1139.72	-927.521	-756.539	-1192.69	-1116.45	-1249.52	-904.632	-903.424	-950.652
310	11/6/2024	-1460.27	-1388.78	-1220.09	-1101.5	-1032.36	-931.987	-798.012	-1108.23	-1128.85	-1299.38	-914.448	-956.213	-952.333
311	11/7/2024	-1538.89	-1454.44	-1186.09	-1111.9	-1065.21	-937.736	-648.769	-1111.98	-1111.44	-1271.35	-899.864	-888.484	-937.434
312	11/8/2024	-1412.21	-1380.2	-1235.87	-1158.08	-1059.17	-951.796	-571.522	-1046.46	-1036.79	-1245.15	-776.929	-902.117	-927.682
313	11/9/2024	-1394.77	-1325.26	-1167.34	-1097.81	-991.062	-889.812	-799.651	-1078.94	-985.856	-1102.55	-843.47	-870.149	-924.972
314	11/10/2024	-1672.59	-1455.22	-1213.38	-1126.73	-1024.09	-922.784	-794.786	-1114	-930.307	-1044.6	-890.695	-852.22	-924.343
315	11/11/2024	-1684.26	-1313.01	-1128.33	-1027.38	-972.117	-890.57	-819.884	-1086.42	-939.513	-1013.64	-1024.8	-912.67	-938.386
316	11/12/2024	-1572.34	-1453.51	-1266.25	-1093.27	-1039.06	-850.436	-816.582	-1114.68	-916.615	-999.68	-1087.68	-887.33	-935.117
317	11/13/2024	-1682.01	-1532.53	-1311.1	-1146.93	-1067.06	-958.634	-522.88	-1221.75	-937.448	-1011.81	-1040.99	-1065.29	-930.327
318	11/14/2024	-1755.29	-1252.58	-1139.37	-1115.5	-1008.74	-795.591	-684.215	-1215.25	-944.36	-964.464	-948.783	-1102.03	-950.32
319	11/15/2024	-1504.2	-1479.69	-1182.95	-1110.31	-1046.06	-849.842	-784.572	-1237.17	-927.684	-999.67	-839.796	-1249.2	-917.79
320	11/16/2024	-1633.87	-1394.94	-1125.37	-1022.99	-939.708	-814.256	-737.719	-1227.14	-921.461	-961.608	-819.237	-1280.75	-936.175
321	11/17/2024	-1674.36	-1622.78	-1174.69	-1069.02	-984.473	-799.252	-760.454	-1263.53	-896.939	-884.177	-759.22	-1141.68	-915.477
322	11/18/2024	-1637.97	-1240.49	-1097.4	-1025.7	-939.524	-881.176	-422.207	-1257.99	-921.912	-899.231	-811.996	-1086.71	-908.204
323	11/19/2024	-1934.71	-1434.44	-1201.23	-1019.23	-952.177	-793.261	-680.862	-1223.13	-947.183	-866.932	-789.82	-981.747	-909.011
324	11/20/2024	-1798.1	-1492.29	-1142.53	-1059.98	-898.253	-792.804	-622.989	-1311.83	-973.91	-858.813	-816.681	-919.757	-873.891
325	11/21/2024	-1568.78	-1166.72	-1109.49	-1022.14	-992.608	-787.502	-754.262	-1175.75	-934.959	-913.434	-818.39	-888.6	-920.42
326	11/22/2024	-1513.69	-1446.98	-1078.33	-995.555	-944.446	-721.599	-674.51	-1153.98	-924.506	-908.98	-766.357	-889.392	-871.471

327	11/23/2024	-1251.53	-1202.07	-1033.81	-993.793	-938.01	-810.046	-586.868	-1185.35	-876.086	-932.347	-832.942	-771.264	-861.813
328	11/24/2024	-1361.34	-1199.72	-1070.2	-975.609	-913.447	-817.902	-778.052	-1024.45	-844.056	-914.745	-825.263	-795.99	-901.731
329	11/25/2024	-1403.16	-1193.51	-1097.06	-982.286	-827.462	-762.872	-600.323	-1044.87	-857.234	-924.077	-789.67	-787.992	-854.684
330	11/26/2024	-1497.58	-1252.54	-1127.39	-1033.19	-906.172	-810.065	-680.06	-1054.35	-839.621	-930.138	-913.805	-770.226	-925.699
331	11/27/2024	-1733.35	-1311.08	-1039.11	-903.329	-849.905	-742.236	-555.989	-1002.57	-847.677	-949.325	-804.121	-813.332	-939.574
332	11/28/2024	-1793.83	-1397.43	-1066.35	-974.903	-907.407	-741.771	-671.226	-1041.75	-849.295	-1024.58	-827.877	-790.962	-904.908
333	11/29/2024	-1638.25	-1318.54	-1058.26	-907.948	-887.983	-719.938	-521.573	-967.281	-818.219	-987.708	-835.021	-771.298	-913.756
334	11/30/2024	-1423.29	-1179.75	-1018.62	-971.503	-847.56	-766.199	-400.06	-887.546	-893.664	-1012.55	-732.488	-746.578	-868.805
335	12/1/2024	-1496.53	-1476.64	-1083.36	-991.225	-903.388	-759.682	-395.208	-904.811	-999.466	-1022.28	-803.246	-746.676	-846.932
336	12/2/2024	-1789.94	-1261.65	-1101.43	-942.533	-863.374	-761.175	-584.2	-872.409	-1107.76	-944.86	-721.153	-752.438	-847.839
337	12/3/2024	-1926.56	-1348.59	-948.753	-925.87	-845.479	-707.693	-557.754	-852.555	-1278.18	-926.41	-786.033	-749.377	-834.273
338	12/4/2024	-1913.07	-1265.09	-1014.29	-957.55	-908.051	-713.515	-203.544	-869.928	-1228.38	-910.362	-747.052	-763.981	-839.154
339	12/5/2024	-1251.94	-1160.83	-980.598	-928.919	-857.979	-703.393	-451.23	-907.34	-1095.34	-861.453	-705.627	-736.143	-853.353
340	12/6/2024	-1832.44	-1368.2	-1073.57	-900.172	-868.24	-813.922	-441.206	-899.154	-994.637	-883.081	-782.963	-767.083	-857.534
341	12/7/2024	-1262.69	-1146.72	-1011.83	-923.987	-808.111	-689.2	-563.785	-945.283	-936.498	-866.39	-763.854	-744.143	-863.012
342	12/8/2024	-2105.76	-1087.93	-961.1	-884.155	-801.003	-684.82	-484.13	-880.939	-897.344	-874.029	-783.909	-708.505	-845.473
343	12/9/2024	-1462.57	-1402.42	-1052.48	-857.473	-812.15	-769.384	-519.192	-814.379	-920.526	-931.682	-795.485	-762.719	-830.746
344	12/10/2024	-1356.96	-1222.4	-981.206	-859.668	-804.384	-688.124	-491.11	-818.672	-915.024	-914.044	-721.939	-713.517	-794.658
345	12/11/2024	-1523.61	-1368.87	-1061.79	-900.275	-848.054	-723.22	-458.537	-779.967	-827.748	-938.365	-787.356	-733.805	-807.202
346	12/12/2024	-1673.47	-1388.72	-1061.71	-978.669	-883.922	-789.58	-434.84	-842.087	-833.913	-889.73	-819.516	-765.727	-855.416
347	12/13/2024	-1737.01	-1527.86	-1137.52	-942.752	-858.725	-718.401	-541.216	-928.948	-813.477	-834.92	-855.506	-766.815	-887.662
348	12/14/2024	-1620.02	-1483.86	-1101.06	-892.817	-798.399	-723.743	-302.985	NA	-779.353	-813.225	-905.467	-768.738	-895.083
349	12/15/2024	-1541.39	-1078.49	-936.964	-853.219	-762.238	-694.163	-579.162	NA	-763.364	-751.635	-846.917	-789.739	-845.793
350	12/16/2024	-1271.19	-1161.52	-1032.7	-955.351	-857.857	-761.366	-306.495	NA	-743.432	-796.75	-822.232	-845.474	-789.026
351	12/17/2024	-1580.63	-1119.64	-930.543	-804.567	-733.157	-657.346	-519.007	NA	-705.957	-757.143	-777.57	-821.762	-731.03
352	12/18/2024	-1546.33	-1377.63	-984.894	-866.376	-793.398	-570.039	-250.161	NA	-740.84	-779.559	-708.113	-834.691	-696.874
353	12/19/2024	-1692.24	-1292.04	-1032.67	-951.923	-880.051	-755.003	-223.371	NA	-773.651	-874.232	-769.631	-859.595	-755.139
354	12/20/2024	-2256.98	-1210.32	-1032.12	-902.14	-772.622	-646.938	-409.951	NA	-729.792	-817.639	-771.418	-868.847	-717.095
355	12/21/2024	-2519.59	-1263.7	-945.678	-852.18	-810.14	-599.889	-360.979	NA	-781.343	-828.505	-801.016	-863.277	-754.167
356	12/22/2024	-1998.54	-1187.03	-951.406	-881.935	-825.241	-617.191	-327.241	NA	-756.966	-844.416	-854.047	-916.241	-758.786
357	12/23/2024	-1610.82	-1419.53	-981.915	-831.672	-766.74	-655.674	-360.043	NA	-708.626	-855.561	-797.287	-895.884	-702.915
358	12/24/2024	-1935.99	-1363.12	-999.984	-840.808	-761.053	-643.553	-181.487	NA	-728.662	-840.498	-823.756	-792.589	-693.484
359	12/25/2024	-1655.15	-1285.45	-862.175	-812.409	-736.709	-551.706	-263.967	NA	-713.427	-870.075	-817.911	-783.585	-632.361
360	12/26/2024	-1384.1	-1151.93	-1022.6	-869.231	-823.089	-611.839	-367.63	NA	-684.724	-856.892	-850.795	-797.987	-652.455
361	12/27/2024	-1638.53	-1571.12	-1079.47	-904.266	-781.266	-533.901	-274.068	NA	-659.504	-1014.65	-821.757	-787.474	-637.04
362	12/28/2024	-1454.5	-1367.83	-1096.72	-862.527	-744.09	-585.376	-156.748	NA	-671.843	-1064.62	-789.808	-822.245	-632.94
363	12/29/2024	-1382.33	-1321.56	-997.431	-866.45	-741.9	-624.29	-114.358	NA	-643.589	-1099.29	-773.477	-827.707	-621.839
364	12/30/2024	-2106.43	-1372.18	-975.226	-850.494	-793.974	-599.036	-259.694	NA	-688.166	-1185.47	-726.587	-776.735	-576.032
365	12/31/2024	-1628.21	-1459.73	-946.825	-720.457	-604.133	-475.535	-320.892	NA	-698.801	-955.461	-741.551	-735.881	-637.371



Distribution Natural Flow Daily Data Methods About

Daily Natural Flow and Storage



Select site:

Primary Diversions

Select metric:

North Unit Main Canal (cfs)

Select year:

SELECT YEARS

For the years selected, smooth over a timeframe:

☐ None

☒ 4-day average

☐ 7-day average

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14597 -

NUID primary diversion - Deschutes River at Bend

	real_date	Min	Q10	Q30	Median	Q70	Q90	Max	2024	2023	2022	2021	2020	2019
1	1/1/2024	0	0	0	0	0	0	4.31	0	0	0	0	0	NA
2	1/2/2024	0	0	0	0	0	0	4.31	0	0	0	0	0	NA
3	1/3/2024	0	0	0	0	0	0	4.31	0	0	0	0	0	NA
4	1/4/2024	0	0	0	0	0	0	4.13	0	0	0	0	0	NA
5	1/5/2024	0	0	0	0	0	0	130.43	0	0	0	0	0	NA
6	1/6/2024	0	0	0	0	0	0	274.98	0	0	0	0	0	NA
7	1/7/2024	0	0	0	0	0	0	17.99	0	0	0	0	0	NA
8	1/8/2024	0	0	0	0	0	0	25.29	0	0	0	0	0	NA
9	1/9/2024	0	0	0	0	0	0	31.77	0	0	0	0	0	NA
10	1/10/2024	0	0	0	0	0	0	24.06	0	0	0	0	0	NA
11	1/11/2024	0	0	0	0	0	0	15.87	0	0	0	0	0	NA
12	1/12/2024	0	0	0	0	0	0	14.72	0	0	0	0	0	NA
13	1/13/2024	0	0	0	0	0	0	12.85	0	0	0	0	0	NA
14	1/14/2024	0	0	0	0	0	0	12.61	0	0	0	0	0	NA
15	1/15/2024	0	0	0	0	0	0	12.86	0	0	0	0	0	NA
16	1/16/2024	0	0	0	0	0	0	10.01	NA	0	0	0	0	NA
17	1/17/2024	0	0	0	0	0	0	0.92	NA	0	0	0	0	NA
18	1/18/2024	0	0	0	0	0	0	0	NA	0	0	0	0	NA
19	1/19/2024	0	0	0	0	0	0	0	NA	0	0	0	0	NA
20	1/20/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
21	1/21/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
22	1/22/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
23	1/23/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
24	1/24/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
25	1/25/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
26	1/26/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
27	1/27/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
28	1/28/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
29	1/29/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
30	1/30/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
31	1/31/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
32	2/1/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
33	2/2/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
34	2/3/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
35	2/4/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
36	2/5/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
37	2/6/2024	0	0	0	0	0	0	0	0	0	0	0	0	NA
38	2/7/2024	0	0	0	0	0	0	80.59	0	20.1475	0	0	0	NA
39	2/8/2024	0	0	0	0	0	0	126.5	0	51.7725	0	0	0	NA
40	2/9/2024	0	0	0	0	0	0	132.31	0	84.85	0	0	0	NA
41	2/10/2024	0	0	0	0	0	0	125.91	0	116.3275	0	0	0	NA
42	2/11/2024	0	0	0	0	0	0	131.32	0	129.01	0	0	0	NA
43	2/12/2024	0	0	0	0	0	0	130.19	0	129.9325	0	0	0	NA
44	2/13/2024	0	0	0	0	0	0	122.19	0	127.4025	0	0	0	NA
45	2/14/2024	0	0	0	0	0	0	4.74	0	97.11	0	0	0	NA
46	2/15/2024	0	0	0	0	0	0	4.61	0	65.4325	0	0	0	NA
47	2/16/2024	0	0	0	0	0	0	4.37	0	33.9775	0	0	0	NA
48	2/17/2024	0	0	0	0	0	0	4.2	0	4.48	0	0	0	NA
49	2/18/2024	0	0	0	0	0	0	4.2	0	4.345	0	0	0	NA
50	2/19/2024	0	0	0	0	0	0	4.2	0	4.2425	0	0	0	NA
51	2/20/2024	0	0	0	0	0	0	4.13	0	4.1825	0	0	0	NA
52	2/21/2024	0	0	0	0	0	0	3.54	0	4.0175	0	0	0	NA
53	2/22/2024	0	0	0	0	0	0	3.49	0	3.84	0	0	0	NA
54	2/23/2024	0	0	0	0	0	0	3.49	0	3.6625	0	0	0	NA
55	2/24/2024	0	0	0	0	0	0	3.49	0	3.5025	0	0	0	NA
56	2/25/2024	0	0	0	0	0	0	3.62	0	3.5225	0	0	0	NA
57	2/26/2024	0	0	0	0	0	0	3.34	0	3.485	0	0	0	NA
58	2/27/2024	0	0	0	0	0	0	3.15	0	3.4	0	0	0	NA
59	2/28/2024	0	0	0	0	0	0	3.15	0	3.315	0	0	0	NA
60	3/1/2024	0	0	0	0	0	0	4.67	0	3.5775	0	0	0	NA
61	3/2/2024	0	0	0	0	0	0	72.52	0	20.8725	0	0	0	NA
62	3/3/2024	0	0	0	0	0	0	110.25	0	47.6475	0	0	0	NA
63	3/4/2024	0	0	0	0	0	0	115.58	0	75.755	0	0	0	NA

64	3/5/2024	0	0	0	0	0	0	113.49	0	102.96	0	0	0 NA
65	3/6/2024	0	0	0	0	0	0	114.34	0	113.415	0	0	0 NA
66	3/7/2024	0	0	0	0	0	0	114.78	0	114.5475	0	0	0 NA
67	3/8/2024	0	0	0	0	0	0	115.56	0	114.5425	0	0	0 NA
68	3/9/2024	0	0	0	0	0	0	118.24	0	115.73	0	0	0 NA
69	3/10/2024	0	0	0	0	0	0	132.63	0	120.3025	0	0	0 NA
70	3/11/2024	0	0	0	0	0	0	118.7	0	121.2825	0	0	0 NA
71	3/12/2024	0	0	0	0	0	0	122.13	0	122.925	0	0	0 NA
72	3/13/2024	0	0	0	0	0	0	133.19	0	126.6625	0	0	0 NA
73	3/14/2024	0	0	0	0	0	0	143.19	0	129.3025	0	0	0 NA
74	3/15/2024	0	0	0	0	0	0	141.5	0	135.0025	0	0	0 NA
75	3/16/2024	0	0	0	0	0	0	136.3	0	138.545	0	0	0 NA
76	3/17/2024	0	0	0	0	0	0	140.63	0	140.405	0	0	0 NA
77	3/18/2024	0	0	0	0	0	0	141.85	0	140.07	0	0	0 NA
78	3/19/2024	0	0	0	0	0	0	137.44	0	139.055	0	0	0 NA
79	3/20/2024	0	0	0	0	0	0	140.24	0	140.04	0	0	0 NA
80	3/21/2024	0	0	0	0	0	0	142.3	0	140.4575	0	0	0 NA
81	3/22/2024	0	0	0	0	0	0	86.76	0	126.685	0	0	0 NA
82	3/23/2024	0	0	0	0	0	0	60.4	0	107.425	0	0	0 NA
83	3/24/2024	0	0	0	0	0	0	60.4	0	87.465	0	0	0 NA
84	3/25/2024	0	0	0	0	0	0	61.16	0	67.18	0	0	0 NA
85	3/26/2024	0	0	0	0	0	0	61.1	0	60.765	0	0	0 NA
86	3/27/2024	0	0	0	0	0	0	61.16	0	60.955	0	0	0 NA
87	3/28/2024	0	0	0	0	0	0	46.18	0	57.4	0	0	0 NA
88	3/29/2024	0	0	0	0	0	0	4.37	0	43.2025	0	0	0 NA
89	3/30/2024	0	0	0	0	0	0	4.2	0	28.9775	0	0	0 NA
90	3/31/2024	0	0	0	0	0	0	3.73	0	14.62	0	0	0 NA
91	4/1/2024	0	0	0	0	0	37.39863	388.91	0	3.9125	0	97.2275	57.6425 NA
92	4/2/2024	0	0	0	0	0	206.253	450.26	0	3.5775	0	209.7925	157.085 NA
93	4/3/2024	0	0	0	0	9.1	353.509	434.61	0	12.03	0	318.445	256.835 NA
94	4/4/2024	0	0	0	0	118.334	401.82	423.7	0	39.1075	0	423.7325	356.585 NA
95	4/5/2024	0	0	0	0	229.1	402.98	452.79	46.5725	69.2925	0	430.9975	393.335 NA
96	4/6/2024	0	0	0	0	267.23	405.802	481.21	135.6325	105.535	0	421.5275	378.545 NA
97	4/7/2024	0	0	0	171.57	329	408.002	515.69	231.8825	138.925	14.82	418.8675	361.045 NA
98	4/8/2024	0	0	0	213.67	375	404.187	528.47	328.1325	163.165	37.5225	422.975	343.545 NA
99	4/9/2024	0	0	7.852	281.19	362.36	404.643	530.51	372.15	184.3925	77.8075	426.4225	336.9675 NA
100	4/10/2024	0	0	161.659	271.57	371.86	407.263	471.8	347.285	199.215	140.7775	425.465	354.465 NA
101	4/11/2024	0	0	163.919	300.93	381.67	427.646	501.45	311.2225	207.875	201.19	418.115	386.8275 NA
102	4/12/2024	0	0	222.58	300.465	361.134	421.89	519.59	277.18	206.895	262.3225	403.8325	428.775 NA
103	4/13/2024	0	0	252.924	318.4	357.276	449.378	592.34	247.785	202.7175	301.195	383.355	477.95 NA
104	4/14/2024	0	0	243.01	322.04	373.92	451.465	618.38	223.59	198.855	317.5775	366.5075	514.305 NA
105	4/15/2024	0	0	254.218	322.675	347.458	431.826	616.67	203.205	194.75	318.465	353.5325	515.3425 NA
106	4/16/2024	0	115.836	265.44	305.54	342.221	422.348	596.82	189.7325	184.85	308	337.1675	495.31 NA
107	4/17/2024	0	115.899	274.88	313.36	396.831	460.88	528.56	183.8525	178.17	297.8325	330.69	458.925 NA
108	4/18/2024	0	200.276	271.393	305.85	392.412	471.344	599.7	206.585	171.645	283.695	336.0025	416.98 NA
109	4/19/2024	165.7	211.518	278.477	329.71	395.87	511.679	697.08	234.09	165.6225	265.8625	340.0675	403.5975 NA
110	4/20/2024	166.17	251.66	296.206	341.05	392.672	541.231	742.57	260.155	165.795	245.8675	346.5825	393.78 NA
111	4/21/2024	165.96	280.822	331.604	356.58	395.9074	560.63	734.22	288.2	165.8925	274.3025	355.575	381.385 NA
112	4/22/2024	168.96	293.86	347.13	375.87	410.779	552.01	745.66	312.25	166.6975	311.3575	361.915	376.235 NA
113	4/23/2024	167.97	291.84	347.27	370.365	435.519	558.09	800.51	331.5	167.265	339.8875	369.3	365.345 NA
114	4/24/2024	63.57	258.97	314.587	363.92	422.094	512.325	792.54	341.0025	155.0475	351.255	383.1575	360.83 NA
115	4/25/2024	119.12	200.48	325.971	370.34	412.042	532.725	782.29	339.8475	143.3375	303.95	393.665	364.7375 350.2575
116	4/26/2024	160.78	230.82	341.586	365.01	423.654	564.55	743.9	334.7475	141.2925	246.2975	394.6625	368.625 363.3875
117	4/27/2024	193.66	276.2	327.907	379.96	446.162	613.725	688.19	323.59	147.715	211.0475	386.0425	372.2375 363.23
118	4/28/2024	190.27	271.44	321.627	393.86	471.716	574.44	756.02	317.41	165.9575	207.29	364.025	377.99 362.7275
119	4/29/2024	242.82	271.01	345.583	389.63	483.474	589.37	778.44	328.3125	208.5625	226.915	332.8	383.28 362.2425
120	4/30/2024	218.22	266.37	326.391	410.63	491.796	617.72	756.58	342.145	235.4875	250.9125	302.0275	379.2225 353.0625
121	5/1/2024	132.33	248.19	320.467	404.21	512.042	619.63	742.35	349.3775	249.12	264.8825	277.88	367.79 341.9275
122	5/2/2024	82.73	250.84	306.427	447.85	534.154	631.9	765.52	333.965	268.59	269.4325	275.4575	359.255 341.0925
123	5/3/2024	46.39	245.44	339.105	438.53	529.67	663.965	779.66	292.2925	270	268.985	298.3225	353.0375 348.935
124	5/4/2024	61.01	191.68	361.591	437.87	552.218	659.835	777.16	244.6975	296.4925	270.6825	328.52	350.8175 367.225
125	5/5/2024	0	257.933	378.41	445.75	576.555	674.222	782.7	201.6025	331.535	272.4	358.7725	358.36 383.74
126	5/6/2024	0	258.649	383.21	468.355	547.456	676.808	789.9	176.1925	360.565	281.3675	379.55	367.1125 380.7675
127	5/7/2024	139.68	181.761	384.59	507.79	552.736	672.588	803.64	164.98	375.58	288.7075	383.5725	376.7275 369.215
128	5/8/2024	170.02	282.277	407.63	511.94	563.399	680.89	807.83	163.1425	365.2	291.685	383.25	395.9225 371.2625
129	5/9/2024	139.44	225.13	429.297	489.24	597.744	704.805	819.25	178.635	348.455	297.8925	393.94	414.1675 383.26

130	5/10/2024	176.71	266.84	428.988	493.55	597.596	687.615	820.34	199.255	329.8975	293.965	406.3525	424.75	411.4125
131	5/11/2024	183.65	246.98	418.661	501.3	604.33	673.865	818.67	212.8625	309.28	279.0725	422.2425	427.1425	457.895
132	5/12/2024	188.84	215.06	406.38	503.5	604.892	689.205	820.31	215.9925	282.4675	267.5375	446.8875	419.4875	491.025
133	5/13/2024	167.64	207.51	414.152	503.35	572.042	695.485	815.66	202.8725	256.1225	256.575	467.0675	412.455	516.9675
134	5/14/2024	153.68	215.43	406.587	482.29	631.286	701.91	809.77	183.3725	232.47	245.615	499.495	404.235	544.6925
135	5/15/2024	120.25	222.29	405.294	490.79	624.972	697.07	811.09	159.605	211.6075	240.5725	531.395	386.515	562.34
136	5/16/2024	188.09	213.32	360.201	469.83	589.228	690.86	803.64	176.7725	202.21	232.1475	546.7775	362.2675	577.06
137	5/17/2024	142.02	212.35	354.638	466.71	575.35	684.85	769.67	220.45	188.955	222.735	553.45	326.7725	581.7875
138	5/18/2024	79.09	231.48	355.154	443.11	563.81	677.895	787.45	268.99	170.2825	222.235	536.02	299.2125	554.2225
139	5/19/2024	80.37	235.54	352.215	452.84	598.288	719.725	797.98	327.9	159.485	224.4175	512.5775	283.815	512.12
140	5/20/2024	75.71	237.98	342.172	437.64	602.344	737.375	798.64	352.2725	155.1925	239.2325	495.795	266.9975	465.1075
141	5/21/2024	121.01	194.59	353.535	441.08	584.34	731.255	799.39	357.735	163.095	263.7075	481.5075	243.955	415.9625
142	5/22/2024	159.14	203.51	320.778	455.06	550.964	688.635	804.09	362.4225	176.5	280.53	460.91	213.135	365.7175
143	5/23/2024	151.71	209.95	322.243	461.41	575.58	684.01	807.59	363.2175	192.455	298.26	442.855	180.9825	317.085
144	5/24/2024	139.63	219.82	325.856	417.96	581.78	695.03	799.53	360.985	199.325	306.29	419.4825	156.395	269.3425
145	5/25/2024	138.53	203.28	319.779	416	569.276	686.185	800.09	354.6675	197.4075	312.35	376.465	147.2525	230.51
146	5/26/2024	161.31	202.38	291.544	424.16	548.416	691.015	799.47	344.9625	196.275	331.7175	345.08	147.795	216.3675
147	5/27/2024	186.93	213.86	297.385	423.63	530.012	687.3	754.13	334.6075	197.2525	356.4725	313.9225	157.025	203.15
148	5/28/2024	185.35	239.63	314.156	400.53	519.32	682.49	788.99	323.485	207.56	380.43	282.0025	174.8825	194.485
149	5/29/2024	173.56	245.38	295.826	430.68	514.052	680.88	789.34	312.4675	225.2225	398.105	270.6575	201.595	187.055
150	5/30/2024	164.42	272.22	303.897	415	520.86	656.2	796.37	301.41	241.0825	397.68	272.6325	235.1025	177.565
151	5/31/2024	60.13	240.89	300.217	414.53	503.034	648.65	807.3	291.4975	247.84	373.3575	281.2125	261.4	178.66
152	6/1/2024	196.86	278.77	331.688	393.74	516.518	615.38	805.91	283.7925	265.3075	336.315	297.1625	281.5875	181.5375
153	6/2/2024	215.73	282	308.135	412.12	514.824	648.47	800.33	284.79	277.7275	292.5175	318.39	295.8725	192.08
154	6/3/2024	211.27	233.7	325.815	399.33	516.048	620.085	751.47	290.1025	306.18	256.0625	340.5425	299.07	203.7925
155	6/4/2024	235.16	252.75	349.237	434.58	488.258	596.81	734.7	294.01	344.4625	238.6825	355.575	302.1775	214.755
156	6/5/2024	211.57	287.86	343.355	421.15	509.544	592.8	723.71	296.745	365.185	234.38	367.39	305.075	248.6575
157	6/6/2024	181.54	276.33	339.899	396.41	492.978	598.945	726.13	293.2	387.98	234.0725	367.9575	303.095	285.2825
158	6/7/2024	182.37	270.82	317.122	380.55	503.992	610.825	732.59	293.3075	412.95	221.7275	346.8475	297.79	327.6025
159	6/8/2024	141.94	261.4	325.954	430.07	532.342	616.715	735.66	327.4175	443.7825	197.545	324.1975	293.1475	378.56
160	6/9/2024	135.22	257.55	318.196	451.18	542.07	604.086	771.73	372.3175	477.3825	172.5625	308.3225	293.16	407.0375
161	6/10/2024	138.13	232.254	338.526	465.61	540.27	639.892	768.48	420.0125	505.1325	149.9025	303.5425	304.5725	426.1425
162	6/11/2024	168.38	234.458	373.25	458.455	546.19	658.03	765.27	461.3725	498.9	145.9175	309.2975	323.42	443.2125
163	6/12/2024	182.15	238.575	361.284	457.005	541.55	643.72	765.35	461.815	464.995	157.4675	319.2775	344.015	455.965
164	6/13/2024	175.59	243.176	346.212	485.895	549.28	643.146	777.52	427.5475	420.9375	167.56	321.0925	361.005	473.2275
165	6/14/2024	117.37	273.738	345.978	490.645	575.245	668.41	791.7	383.9325	370.6375	162.37	322.6075	359.3875	506.115
166	6/15/2024	137.59	278.563	369.426	482.5	575.815	703.354	766.43	340.26	331.6	154.6725	330.965	338.25	536.5875
167	6/16/2024	142.6	272.688	375.082	466.425	588.725	693.968	762.48	302.92	304.0675	143.2875	333.96	319.66	534.0875
168	6/17/2024	155.05	231.921	380.412	475.4	564.28	669.696	761.14	289.8125	277.695	138.1525	338.9675	298.4825	515.235
169	6/18/2024	168.63	202.175	367.222	473.245	567.385	647.908	750.46	287.4625	250.41	150.9675	334.8	273.1825	481.685
170	6/19/2024	176.5	204.217	359.258	487.115	574.205	648.82	730.46	291.8875	227.0075	160.695	315.365	261.1825	451.6975
171	6/20/2024	162.23	201.533	380.346	514.995	598.625	662.108	725.27	299.3225	203.9025	165.6025	292.3525	242.6425	457.85
172	6/21/2024	168.82	199.65	388.99	520.105	613.06	668.798	736.65	307.78	186.885	169.045	271.4975	233.7825	478.3875
173	6/22/2024	183.92	236.945	383.182	509.775	576.685	679.992	732.02	312.075	195.5875	199.575	259.7275	211.6175	511.76
174	6/23/2024	172.86	268.404	398.45	511.94	595.05	670.542	731.36	308.8475	214.105	238.9375	252.8325	197.395	543.4325
175	6/24/2024	180.78	271.472	382.38	517.61	585.99	680.576	748.76	303.525	236.6375	285.0325	252.245	187.205	558.8675
176	6/25/2024	238.13	268.392	387.21	509.665	587.29	684.112	741.77	298.2925	258.81	338.995	249.425	193.9225	564.735
177	6/26/2024	228.72	274.472	404.908	525.67	575.29	679.93	745.98	296.81	268.165	370.8875	240.5175	211.7475	549.85
178	6/27/2024	227.8	302.867	396.006	531.21	569.315	676.824	758.05	307.9725	272.5075	386.7125	235.7825	243.0675	527.9925
179	6/28/2024	229.83	316.085	409.236	499.64	568.845	672.418	778.14	322.17	283.3225	392.75	231.62	275.585	498.015
180	6/29/2024	216.21	315.054	411.188	497.1	566.84	678.358	786.48	334.945	295.6025	384.795	225.64	295.365	465.97
181	6/30/2024	224.26	331.571	448.442	507.72	570.91	688.21	784.62	345.1225	308.1925	363.1025	224.525	314.5	443.6675
182	7/1/2024	225.99	329.285	447.242	514.215	591.73	685.164	788.56	340.4075	330.11	343.0475	224.0725	328.44	428.055
183	7/2/2024	223.61	329.895	459.856	513.235	586.005	654.28	791.93	332.4325	351.0225	331.66	222.5175	343.7425	417.28
184	7/3/2024	219.93	332.134	444.218	543.8	604.235	660.314	805.72	328.5525	370.6325	322.84	223.4475	363.4075	404.5975
185	7/4/2024	216.68	366.49	449.735	560.95	593.408	689.01	810.52	335.1425	382.89	313.915	221.5525	379.855	391.035
186	7/5/2024	224.22	321.682	453.928	556.615	605.05	671.63	808.13	343.1425	369.535	304.0125	221.11	390.7425	372.935
187	7/6/2024	232.59	305.462	454.866	556.845	613.27	681.502	800.47	355.65	345.7675	291.6475	223.355	396.8575	358.1675
188	7/7/2024	208.36	274.929	486.162	546.63	599.185	699.808	804.84	366.5225	299.545	279.275	226.885	397.965	350.6275
189	7/8/2024	182.96	265.372	490.818	528.71	620.84	711.774	811.78	364.395	252.6075	269.875	229.5275	395.15	341.3725
190	7/9/2024	171.07	259.411	482.03	531.74	624.935	717.698	759.79	364.19	215.885	262.9275	229.8075	391.2675	339.4375
191	7/10/2024	160.65	245.06	436.26	553.63	614.202	707.68	785.8	359.415	180.76	255.255	227.59	387.63	356.33
192	7/11/2024	180.56	230.03	434.497	545.13	611.092	706.155	798.47	350.95	173.81	245.7425	225.7625	384.6025	380.67
193	7/12/2024	216.96	238.42	413.569	550.43	601.704	713.23	795.97	353.15	187.675	235.92	223.19	390.19	404.57
194	7/13/2024	216.05	253.27	415.61	551	575.732	700.83	777.56	357.83	208.225	228.365	220.8675	398.1175	422.7675
195	7/14/2024	211.91	223.08	406.084	552.07	583.416	711.335	794.83	362.6475	233.8175	220.12	217.915	403.135	423.6875

196	7/15/2024	203.63	229.75	404.366	552.7	570.588	705.33	793.87	370.8475	267.3775	213.52	218.6675	404.7525	411.59
197	7/16/2024	192.83	229.15	390.661	499.88	574.358	691.56	785.8	369.49	288.6425	206.9875	221.715	399.0525	395.175
198	7/17/2024	190.98	248.479	372	463.52	564.77	677.712	730.84	366.915	305.2625	199.88	224.8875	392.275	379.665
199	7/18/2024	213.29	285.332	364.382	459.89	556.28	597.426	731.81	364.83	318.1575	200.1825	227.7725	390.39	364.055
200	7/19/2024	223.74	278.627	371.072	440.335	527.34	586.594	714.83	357.37	317.9275	207.01	226.27	389.3525	353.665
201	7/20/2024	223.03	282.592	376.216	412.7	523.77	613.186	683.94	346.55	314.145	215.2725	224.74	387.4575	350.01
202	7/21/2024	224.88	299.23	379.724	412.44	500.478	571.77	684.83	335.0725	310.04	223.7475	NA	388.625	348.865
203	7/22/2024	231.62	243.327	367.926	410.665	465.725	570.3	639.92	325.41	306.1525	229.975	NA	388.6125	353.8725
204	7/23/2024	220.37	269.4	380.673	415.78	449.34	544.63	625.68	NA	301.04	239.59	NA	392.6675	361.4775
205	7/24/2024	199.7	276.762	376.456	417.36	455.395	525.62	617.55	NA	295.8025	261.145	NA	400.565	368.275
206	7/25/2024	168.52	232.186	368.706	403.91	454.645	518.744	603.54	NA	291.105	283.81	232.8625	403.8475	374.64
207	7/26/2024	170.33	217.841	362.288	400.865	454.365	518.464	614.99	NA	287.2075	306.13	226.5925	403.7525	375.3225
208	7/27/2024	183.06	209.438	340.906	413.245	460.655	515.812	626.89	222.52	284.205	317.1625	218.1775	385.0725	376.465
209	7/28/2024	214.05	274.248	358.046	398.305	472.885	509.42	651.53	231.18	280.215	315.35	217.0725	357.49	377.74
210	7/29/2024	227.59	271.801	380	430.29	475.89	514.656	626.94	288.2025	276.2	311.8875	216.66	333.2625	374.5075
211	7/30/2024	240.32	301.749	393.796	422.92	467.78	502.764	621.78	349.8325	286.44	304.825	224.1025	322.9225	369.3025
212	7/31/2024	266.17	299.444	388.716	436.89	467.48	511.122	647.64	418.6175	296.985	301.0075	247.7425	331.77	362.6325
213	8/1/2024	238.55	295.203	379.664	422.64	464.525	513.068	675.45	432.0375	302.4475	298.4825	274.6125	347.1925	355.78
214	8/2/2024	200.91	282.472	368.884	442.225	467.205	506.784	686.69	389.775	303.31	296	297.955	361.2725	350.985
215	8/3/2024	194.89	281.037	371.018	444.01	455.525	506.556	671.32	352.74	288.1225	291.275	314.7025	366.4825	352.215
216	8/4/2024	205.36	260.685	371.426	410.9	457.485	510.938	655.67	306.5	272.045	280.7775	316.84	367.1475	357.22
217	8/5/2024	204.91	236.928	369.07	416.03	459.17	516.576	600.4	269.4625	256.495	268.9275	306.8375	369.2975	362.2575
218	8/6/2024	166.21	222.844	366.276	409.23	468.87	535.104	567.49	240.655	243.7475	255.9825	297.5675	376.6125	369.1
219	8/7/2024	211.5	242.6	371.738	434.025	473.66	528.318	576.85	230.49	230.705	245.075	285.4625	376.2925	371.85
220	8/8/2024	153.32	236.626	375.662	436.8	461.25	542.194	586.45	200.51	217.765	238.95	279.4075	375.2875	372.355
221	8/9/2024	155.79	241.57	372.814	435.53	459.205	545.902	590.32	180.515	212.04	236.625	274.0875	376.0025	373.1275
222	8/10/2024	152.96	242.283	382.618	429.655	465.025	542.484	616.22	177.2025	206.8425	236.47	270.265	370.43	372.7575
223	8/11/2024	182.75	237.713	382.422	440.26	471.08	527.656	642.31	161.205	200.655	236.125	279.6325	370.235	372.6475
224	8/12/2024	186.69	229.138	370.054	440.615	469.28	522.876	648.64	170.4125	195.445	234.48	290.59	364.8425	369.3375
225	8/13/2024	192.91	225.554	354.534	426.835	464.995	505.266	693.76	179.6925	196.7425	229.7	301.79	351.3225	366.3175
226	8/14/2024	216.6	250.779	339.052	430.425	456.275	524.456	765.13	203.31	201.335	224.01	310.155	337.425	359.265
227	8/15/2024	216.84	276.938	340.06	434.22	455.555	525.292	695.28	226.4675	208.8575	220.57	308.805	331.5275	345.2875
228	8/16/2024	218.16	272.574	379.958	429.995	457.84	517.622	625.69	247.005	216.725	220.4725	296.525	350.9275	325.845
229	8/17/2024	235.36	262.927	357.868	445.865	459.125	518.532	625.04	273.99	226.7275	224.58	282.5125	383.7975	303.455
230	8/18/2024	232.14	259.844	355.226	451.155	483.41	526.846	624.89	292.7175	237.05	228.465	267.2425	417.4975	282.3325
231	8/19/2024	220.06	252.984	354.554	471.73	496.755	536.034	625.94	304.2025	246.0075	231.8125	249.5175	447.2325	267.6375
232	8/20/2024	150.8	249.735	364.398	475.65	506.145	542.836	623.31	315.1775	260.3675	237.7575	218.4575	460.1775	261.84
233	8/21/2024	90.06	251.391	371.282	473.075	507.285	539.62	624.92	321.525	267.39	241.35	175.4725	464.4975	268.6
234	8/22/2024	46.76	239.27	367.258	456.305	508.395	546.736	632.94	321.25	272.3325	242.7025	126.92	460.7275	283.305
235	8/23/2024	6.84	227.418	378.118	469.735	495.95	557.092	623.83	322.96	276.5875	240.1925	73.615	452.765	297.575
236	8/24/2024	0.52	221.932	376.628	455.55	494.325	569.684	610.71	326.4725	267.54	233.045	36.045	448.79	308.72
237	8/25/2024	0	214.656	343.25	449.115	487.065	575.396	604.71	327.67	251.05	224.2525	13.53	443.7275	305.2175
238	8/26/2024	0	170.559	343.594	410.545	477.89	562.798	604.4	310.795	222.5025	219.135	1.84	430.755	295.7375
239	8/27/2024	0	164.097	342.874	395.7	478.555	556.486	603	281.9225	194.755	217.21	0.13	408.385	285.78
240	8/28/2024	0	197.834	323.654	399.66	473.265	554.296	602.66	250.2675	184.2	216.7775	0	378.9675	273.8575
241	8/29/2024	0	199.937	308.088	377.87	480.835	540.784	597.44	217.6	180.2925	216.405	0	349.9425	268.955
242	8/30/2024	0	198.62	297.12	379.455	446.535	558.88	590.55	203.9775	188.5825	214.6475	0	329.0525	272.125
243	8/31/2024	0	198.658	298.456	374.69	435.595	539.326	597.93	200.43	198.9725	216.595	0	313.845	280.77
244	9/1/2024	0	207.433	290.588	374.685	418.815	507.44	573.42	205.37	201.09	220.1375	0	297.28	296.7725
245	9/2/2024	0	212.724	286.156	372.355	409.765	483.772	545.77	211.755	203.9325	223.625	0	282.88	314.3425
246	9/3/2024	0	208.35	299.077	367.76	405.828	459.27	549.35	216.88	211.6725	226.67	0	276.175	345.92
247	9/4/2024	0	223.406	316.528	375.59	408.11	472.424	549.61	222.985	219.2125	227.41	0	282.1975	370.545
248	9/5/2024	0	212.947	343.81	381.27	414.225	471.168	543.56	220.2475	222.175	231.3125	0	298.0375	384.3375
249	9/6/2024	0	209.824	347.684	372.27	421.85	479.832	565.84	215.9075	224.705	236.2775	0	315.2	394.0675
250	9/7/2024	0	196.801	349.424	372.625	416.385	494.672	569.16	209.4775	222.7625	240.59	0	336.7275	381.075
251	9/8/2024	0	193.578	341.872	366.26	423.615	493.226	576.86	201.16	223.2125	240.8775	0	351.5625	368.4325
252	9/9/2024	0	197.587	333.414	371.54	425.24	485.52	595.51	196.98	232.875	232.465	0	363.3925	349.3825
253	9/10/2024	0	198.723	322.56	366.155	423.895	491.358	560.82	194.19	241.3375	223.4475	0	373.065	334.3
254	9/11/2024	0	207.91	321.314	364.265	415.2	465.498	554.35	198.8975	249.4225	215.4175	0	382.98	323.545
255	9/12/2024	0	208.569	312.076	363.245	409.82	432.748	571.64	223.535	253.0025	209.2275	0	390.705	304.77
256	9/13/2024	0	217.55	318.228	373.92	408.23	445.509	588.16	255.8975	252.25	207.7925	0	396.515	299.995
257	9/14/2024	0	243.04	299.456	366.59	398.22	440.548	583.01	281.6525	257.5175	215.425	0	392.92	292.49
258	9/15/2024	0	226.604	322.657	384.19	400.268	449.45	566.76	300.8375	265.1025	233.485	0	350.0525	295.53
259	9/16/2024	0	188.248	309.776	372.3	397.638	444.125	540.17	306.84	275.48	251.9625	0	256.9825	318.8
260	9/17/2024	0	178.402	303.886	362.38	390.728	423.685	545.24	311.6325	284.7125	263.55	0	155.905	342.63
261	9/18/2024	0	174.814	295.76	354.51	376.2	427.726	549.4	324.5225	295.2775	266.835	0	64.89	350.735

262	9/19/2024	0	175.336	271.23	333.21	364.19	434.643	545.46	339.2875	310.3625	261.7325	0	13.965	334.3525
263	9/20/2024	0	173.676	263.822	327.75	358.082	411.12	525.58	347.2375	324.8975	251.79	0	16.1425	296.34
264	9/21/2024	0	168.566	241.789	309.98	351.236	407.244	482.72	345.96	339.0625	248.395	0	20.085	260.96
265	9/22/2024	0	210.676	253.168	307.81	348.43	404.33	490.36	340.8825	335.8425	246.535	0	NA	238.7925
266	9/23/2024	0	156.484	247.017	288.26	338.226	396.016	503.95	342.07	320.9725	245.55	0	NA	231.54
267	9/24/2024	0	156.424	246.625	291.39	334.812	387.47	452.43	346.8575	294.81	255.9775	0	NA	241.3675
268	9/25/2024	0	163.568	253.653	287.43	317.824	383.102	424.45	340.7175	262.005	264.105	0	NA	246.13
269	9/26/2024	0	178.012	259.904	279.73	322.614	391.609	405.8	330.9975	233.94	270.8375	0	49.26	251.84
270	9/27/2024	0	181.164	250.472	274.83	321.74	380.334	407.78	296.405	208.345	276.5075	0	56.4775	253.7975
271	9/28/2024	0	185.838	239.48	277.72	313.222	364.436	406.47	256.4375	193.71	277.22	0	60.2625	252.835
272	9/29/2024	0	89.034	243.693	277.4	313.33	376.404	449	229.6775	185.8725	282.545	0	61.4775	246.775
273	9/30/2024	0	180.776	239.556	287.28	315.118	381.87	510.56	217.8325	183.7675	292.535	0	69.05	236.2425
274	10/1/2024	185	202.198	251.117	300.85	327.62	408.599	541.2	240.815	184.2925	307.8375	84.5925	132.395	223.965
275	10/2/2024	186.56	207.056	273.69	303.95	326.962	418.475	637.18	270.805	189.8425	329.115	243.8875	221.12	207.9175
276	10/3/2024	155.34	217.13	282.299	312.25	341.806	429.093	577.49	303.39	199.7225	347.81	388.26	314.8125	204.4125
277	10/4/2024	153.39	221.566	285.188	326.35	356.864	408.158	581.14	328.64	209.91	356.8775	533.545	379.0575	207.5425
278	10/5/2024	137.31	227.128	302.187	327.32	373.324	416.1	616.77	335.42	219.545	359.7075	603.145	405.57	217.565
279	10/6/2024	119.52	154.862	300.263	330.08	375.324	430.92	585.18	337.1325	229.075	350.0875	590.145	445.51	227.94
280	10/7/2024	5.54	142.048	287.198	321.61	379.494	450.599	607.32	338.325	242.36	329.6725	597.6025	484.2725	236.425
281	10/8/2024	5.3	129.504	300.901	326.14	381.794	471.627	627.3	337.87	252.9225	327.6675	609.1425	545.7175	259.33
282	10/9/2024	0.8	121.618	299.501	336.31	392.958	482.762	628.68	337.525	263.955	324.13	612.12	592.4075	288.83
283	10/10/2024	0	97.964	282.894	334.48	369.146	533.671	627.17	343.935	271.4025	324.18	622.6175	604.7225	317.9225
284	10/11/2024	0	37.786	255.467	324.29	375.382	541.216	631.92	350.065	273.6675	331.395	626.955	615.3175	307.48
285	10/12/2024	0	3.93	169.717	302.57	381.13	502.354	629.57	355.5075	277.365	312.1875	625.11	622.92	230.5175
286	10/13/2024	0	0.078	84.742	244.17	367.824	476.407	598.88	363.7525	233.2325	289.1525	617.66	610.26	141.6975
287	10/14/2024	0	0	4.449	170.23	351.926	476.781	574.99	317.38	166.0425	318.3925	604.615	574.63	55.0075
288	10/15/2024	0	0	0	163.41	329.782	470.785	500.35	235.8225	95.4425	362.7725	573.535	519.1075	3.975
289	10/16/2024	0	0	0	7.505	304.29	434.414	550.07	146.465	25.1525	389.4125	524.1625	448.115	3.73
290	10/17/2024	0	0	0	5.22	205.22	354.662	495.48	55.0425	22.395	344.0375	457.64	386.885	3.4
291	10/18/2024	0	0	0	3.48	130.5896	276.102	418.25	12.485	38.9325	233.0025	382.76	336.1525	3.09
292	10/19/2024	0	0	0	2.34	45.01163	235.503	397.55	2.2275	46.51	109.84	319.2175	286.3425	2.7925
293	10/20/2024	0	0	0	1.42	5.407	126.646	397.34	0	54.5525	17.215	232.4825	238.87	2.3225
294	10/21/2024	0	0	0	0.015	2.344	32.71565	394.99	0	42.975	1.7025	151.1925	199.0425	1.67
295	10/22/2024	0	0	0	0	0.768	31.77425	391.34	0	33.8	1.03	83.1125	169.9175	1.01
296	10/23/2024	0	0	0	0	0.598	20.223	375.72	0	29.0075	0.51	21.88	132.885	0.425
297	10/24/2024	0	0	0	0	0.028	12.88919	378.29	0	20.575	0.1575	3.045	99.495	0.0675
298	10/25/2024	0	0	0	0	0	4.136	376.61	0	12.125	0.0025	1.1375	66.7375	0
299	10/26/2024	0	0	0	0	0	1.0951	22.44	0	3.675	0	0.35	29.21	0
300	10/27/2024	0	0	0	0	0	2.184	89.64	0	0.0175	0	0.0375	14.2775	0
301	10/28/2024	0	0	0	0	0	0.792	103.66	0	0	0	0	8.9875	0
302	10/29/2024	0	0	0	0	0	0.056	103.66	0	0	0	0	3.5575	0
303	10/30/2024	0	0	0	0	0	0	103.66	0	0	0	0	0.9475	0
304	10/31/2024	0	0	0	0	0	0.126	38.35	0	0	0	0	0.265	0
305	11/1/2024	0	0	0	0	0	0	0	0	0	0	0	0.0175	0
306	11/2/2024	0	0	0	0	0	0	43.57	0	0	0	0	0	0
307	11/3/2024	0	0	0	0	0	0	10.36	0	0	0	0	0	0
308	11/4/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
309	11/5/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
310	11/6/2024	0	0	0	0	0	0	74.03	0	0	0	0	0	0
311	11/7/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
312	11/8/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
313	11/9/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
314	11/10/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
315	11/11/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
316	11/12/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
317	11/13/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
318	11/14/2024	0	0	0	0	0	0	2.87	0	0	0	0	0	0
319	11/15/2024	0	0	0	0	0	0	3.59	0	0	0	0	0	0
320	11/16/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
321	11/17/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
322	11/18/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
323	11/19/2024	0	0	0	0	0	0	1.87	0	0	0	0	0	0
324	11/20/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
325	11/21/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
326	11/22/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
327	11/23/2024	0	0	0	0	0	0	0	0	0	0	0	0	0

328	11/24/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
329	11/25/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
330	11/26/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
331	11/27/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
332	11/28/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
333	11/29/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
334	11/30/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
335	12/1/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
336	12/2/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
337	12/3/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
338	12/4/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
339	12/5/2024	0	0	0	0	0	145.79	0	0	0	0	0	0	0
340	12/6/2024	0	0	0	0	0	13.24	0	0	0	0	0	0	0
341	12/7/2024	0	0	0	0	0	3.12	0	0	0	0	0	0	0
342	12/8/2024	0	0	0	0	0	1.28	0	0	0	0	0	0	0
343	12/9/2024	0	0	0	0	0	0.12	0	0	0	0	0	0	0
344	12/10/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
345	12/11/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
346	12/12/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
347	12/13/2024	0	0	0	0	0	0	0	0	0	0	0	0	0
348	12/14/2024	0	0	0	0	0	0 NA	0	0	0	0	0	0	0
349	12/15/2024	0	0	0	0	0	0 NA	0	0	0	0	0	0	0
350	12/16/2024	0	0	0	0	0	0 NA	0	0	0	0	0	0	0
351	12/17/2024	0	0	0	0	0	0 NA	0	0	0	0	0	0	0
352	12/18/2024	0	0	0	0	0	2.2 NA	0	0	0	0	0	0	0
353	12/19/2024	0	0	0	0	0	5.65 NA	0	0	0	0	0	0	0
354	12/20/2024	0	0	0	0	0	6.2 NA	0	0	0	0	0	0	0
355	12/21/2024	0	0	0	0	0	6.19 NA	0	0	0	0	0	0	0
356	12/22/2024	0	0	0	0	0	5.79 NA	0	0	0	0	0	0	0
357	12/23/2024	0	0	0	0	0	5.56 NA	0	0	0	0	0	0	0
358	12/24/2024	0	0	0	0	0	5.36 NA	0	0	0	0	0	0	0
359	12/25/2024	0	0	0	0	0	5.25 NA	0	0	0	0	0	0	0
360	12/26/2024	0	0	0	0	0	5.07 NA	0	0	0	0	0	0	0
361	12/27/2024	0	0	0	0	0	4.94 NA	0	0	0	0	0	0	0
362	12/28/2024	0	0	0	0	0	4.79 NA	0	0	0	0	0	0	0
363	12/29/2024	0	0	0	0	0	4.62 NA	0	0	0	0	0	0	0
364	12/30/2024	0	0	0	0	0	4.35 NA	0	0	0	0	0	0	0
365	12/31/2024	0	0	0	0	0	4.31 NA	0	0	0	0	0	0	0

**2020-2024 Drought Declarations – Jefferson County - and dependence on Wickiup
Reservoir which has been significantly impacted by persistent drought.**



**EXECUTIVE ORDER NO. 20-31 -
DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN DOUGLAS,
GILLIAM, JOSEPHINE, CROOK, DESCHUTES, JEFFERSON AND WASCO
COUNTIES DUE TO UNUSUALLY LOW WATER SUPPLIES AND HOT, DRY
CONDITIONS**

At the request of Douglas County (by Resolution 2020-0466 dated May 13, 2020), Gilliam County (by Resolution 2020-16, dated May 19, 2020) and Josephine County (by Resolution 2020-024 dated June 9, 2020), Crook County (by Resolution 2020-32), Deschutes County (by Resolution 2020-024 dated June 15, 2020), Jefferson County (by Resolution 003-20, dated June 3, 2020) and Wasco County (by Order 20-035 dated June 3, 2020), and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the continuing dry conditions, low snowpack, and lack of precipitation have caused natural and economic disaster conditions in these seven counties.

Forecasted water supply conditions are not expected to improve, and drought is likely to have significant economic impacts on the farm, forest, recreation, drinking water, and natural resources sectors, as well as impacts on fish and wildlife and other natural resources which are dependent on adequate precipitation and streamflow in these areas. Extreme conditions have already affected local growers, and increased the potential for fire, a loss of economic stability, shortened growing season, and decreased water supplies.

Conditions continue to be monitored by the state's natural resource and public safety agencies, including the Oregon Water Resources Department and the Oregon Office of Emergency Management.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses. I therefore declare that a severe, continuing drought emergency exists in Douglas, Gilliam, Josephine, Crook, Deschutes, Jefferson and Wasco counties.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and to assist in agricultural recovery in Douglas, Gilliam, Josephine, Crook, Deschutes, Jefferson and Wasco counties.



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Jan 22, 2025

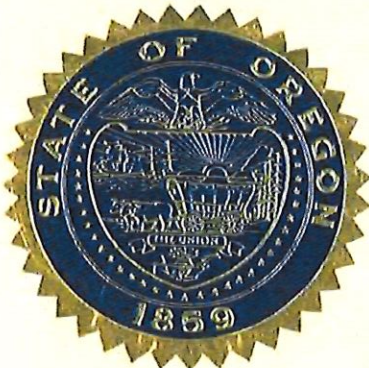
- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Douglas, Gilliam, Josephine, Crook, Deschutes, Jefferson and Wasco counties as the Department and Commission determine is necessary and appropriate in accordance with ORS 536.700 to 536.780.
- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Douglas, Gilliam, Josephine, Crook, Deschutes, Jefferson and Wasco counties.
- V. All other state agencies are directed to coordinate with the above agencies and to provide appropriate state resources as needed to assist affected political subdivisions and water users in Douglas, Gilliam, Josephine, Crook, Deschutes, Jefferson and Wasco counties.
- VI. This Executive Order expires on December 31, 2020.

Done at Salem, Oregon, this 1st day of July 2020.

Kate Brown
GOVERNOR

ATTEST:

Bev Clarno
SECRETARY OF STATE





EXECUTIVE ORDER NO. 21-12

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN
DESCHUTES AND JEFFERSON COUNTIES DUE TO LACK OF
PRECIPITATION AND UNUSUALLY LOW SNOWPACK AND
STREAMFLOW.**

At the request of Deschutes County (by Resolution 2021-036 dated May 26, 2021) and Jefferson County (by Resolution R-006-21 dated April 28, 2021), and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the lack of precipitation, low snowpack, low reservoir levels, and low streamflow have caused or will cause natural and economic disaster conditions in these two counties.

Forecasted water supply conditions and precipitation levels are not expected to improve. Drought is likely to have a significant economic impact on the farm, ranch, vineyard, recreation, and natural resources sectors, as well as an impact on drinking water, fish and wildlife, and other natural resources dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers, increase the potential for fire, shorten the growing season, and decrease water supplies.

Conditions continue to be monitored by the State's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal, and the Oregon Department of Forestry's Fire Protection Division.

I am encouraged to hear that local irrigators in these two counties are working together to seek creative solutions around sharing available water. Drought issues are basin-wide issues, and require all water users and agencies working together to meet our collective challenges.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I, therefore, declare that a severe, continuing drought emergency exists and is likely to continue to exist in Deschutes and Jefferson Counties.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and assist in agricultural recovery in Deschutes and Jefferson Counties.
- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Deschutes and Jefferson Counties as the Department and Commission determine necessary and appropriate in accordance with ORS 536.700 to 536.780.



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- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Deschutes and Jefferson Counties.
- V. All other state agencies are directed to coordinate with the above agencies and provide appropriate state resources as needed to assist affected political subdivisions and water users in Deschutes and Jefferson Counties.
- VI. This Executive Order expires on December 31, 2021.

Done at Salem, Oregon, this 8th day of June, 2021.



Kate Brown

Kate Brown
GOVERNOR

ATTEST:

Shemia Fagan

Shemia Fagan
SECRETARY OF STATE



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Jan 22, 2025

EXECUTIVE ORDER NO. 22-04

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN
CROOK, JEFFERSON AND MORROW COUNTIES.**

At the request of Crook County (by Resolution No. 2022-10, dated March 3, 2022), Jefferson County (by Resolution No. R-002-22, dated March 2, 2022), and Morrow County (by Resolution No. R-2022-4, dated March 2, 2022) and based on the recommendations of the Drought Readiness Council and the Water Supply Availability Committee, and pursuant to ORS 536.740, I find the low snowpack, low reservoir levels, and low streamflow have caused or will cause natural and economic disaster conditions in Crook, Jefferson and Morrow Counties.

Forecasted water supply conditions and precipitation levels are not expected to improve. Drought is likely to have a significant economic impact on the farm, ranch, recreation, and natural resources sectors, as well as an impact on drinking water, fish and wildlife, and important minimum flows for public instream uses and other natural resources dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers, increase the potential for fire, shorten the growing season, and decrease water supplies.

Conditions continue to be monitored by the State's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal, and the Oregon Department of Forestry's Fire Protection Division.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I, therefore, declare that a severe, continuing drought emergency exists and is likely to continue to exist in Crook, Jefferson and Morrow Counties.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and assist in agricultural recovery in Crook, Jefferson and Morrow Counties.
- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water



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users in Crook, Jefferson and Morrow Counties as the Department and Commission determine necessary and appropriate in accordance with ORS 536.700 to 536.780.

- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Crook, Jefferson and Morrow Counties.
- V. All other state agencies are directed to coordinate with the above agencies and provide appropriate state resources as needed to assist affected political subdivisions and water users in Crook, Jefferson and Morrow Counties.
- VI. This Executive Order expires on December 31, 2022.

Done at Salem, Oregon, this 21st day of March, 2022.

Kate Brown
GOVERNOR

ATTEST:

Shemia Fagan
SECRETARY OF STATE



EXECUTIVE ORDER NO. 23-05

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN
CROOK AND JEFFERSON COUNTIES.**

At the request of Crook County (by Resolution and Order 2023-06, Dated January 12, 2023), and Jefferson County (By resolution R-001-23, dated January 11, 2023) and based on the recommendations of the Drought Readiness Council and input from the Water Supply Availability Committee dated February 6, 2023, and pursuant to ORS 536.740, I find the low snowpack, low reservoir levels, and low streamflow, along with above average temperatures and below average precipitation, have caused or will cause natural and economic disaster conditions in Crook and Jefferson counties.

Forecasted water supply conditions and precipitation levels are not expected to improve. Drought is likely to have a significant economic impact on the farm, ranch, vineyard, recreation, tourism and natural resources sectors, as well as an impact on drinking water, fish and wildlife, and important minimum flows for public instream uses and other natural resources dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers and livestock, increase the potential for fire, shorten the growing season, and decrease water supplies.

Conditions continue to be monitored by the State's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal, and the Oregon Department of Forestry's Fire Protection Division.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I, therefore, declare that a severe, continuing drought emergency exists and is likely to continue to exist in Crook and Jefferson Counties.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

- I. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and assist in agricultural recovery in Crook and Jefferson Counties.



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- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Crook and Jefferson Counties as the Department and Commission determine necessary and appropriate in accordance with ORS 536.700 to 536.780.
- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Crook and Jefferson Counties.
- V. All other state agencies are directed to coordinate with the above agencies and provide appropriate state resources as needed to assist affected political subdivisions and water users in Crook and Jefferson Counties.
- VI. This Executive Order expires on December 31, 2023.

Done at Salem, Oregon, this 15th day of February, 2023.



Tina Kotek
GOVERNOR

ATTEST:

Shemia Fagan
SECRETARY OF STATE



EXECUTIVE ORDER NO. 24-08

**DETERMINATION OF A STATE OF DROUGHT EMERGENCY IN
JEFFERSON COUNTY.**

At the request of Jefferson County (by Commission Resolution and Order 0003-24, dated April 3, 2024), and based on the recommendations of the Drought Readiness Council and input from the Water Supply Availability Committee dated June 14, 2024, and pursuant to ORS 536.740, I find that multi-year drought conditions as well as below normal precipitation, streamflow and groundwater conditions have caused or will cause natural and economic disaster conditions in Jefferson County.

Forecasted water supply conditions and precipitation levels are not expected to improve. Drought is likely to have a significant economic impact on the farm, ranch, vineyard, recreation, tourism and natural resources sectors, as well as an impact on drinking water, fish and wildlife, and important minimum flows for public instream uses and other natural resources dependent on adequate precipitation, stored water, and streamflow in these areas. Extreme conditions are expected to affect local growers and livestock, increase the potential for fire, shorten the growing season, and decrease water supplies.

Conditions continue to be monitored by the State's natural resource and public safety agencies, including the Oregon Water Resources Department, the Oregon Office of Emergency Management, the Oregon Office of the State Fire Marshal, and the Oregon Department of Forestry's Fire Protection Division.

Preparation and resiliency to drought are vital to the health and safety of persons, property, and the economic security of the citizens and businesses of these counties. I, therefore, declare that a severe, continuing drought emergency exists and is likely to continue to exist in Jefferson County.

NOW, THEREFORE, IT IS HEREBY DIRECTED AND ORDERED:

1. The Oregon Department of Agriculture is directed to coordinate and provide assistance in seeking federal resources to mitigate drought conditions and assist in agricultural recovery in Jefferson County.





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- II. The Oregon Water Resources Department and the Water Resources Commission are directed to coordinate and provide assistance to water users in Jefferson County as the Department and Commission determine necessary and appropriate in accordance with ORS 536.700 to 536.780.
- III. The Oregon Water Resources Department is directed to seek information from the Oregon Department of Fish and Wildlife to help understand the impacts of water availability on Oregon's fish and wildlife, as necessary and appropriate in accordance with ORS 536.700 to 536.780.
- IV. The Office of Emergency Management is directed to coordinate and assist as needed with assessment and mitigation activities to address current and projected conditions in Jefferson County.
- V. All other state agencies are directed to coordinate with the above agencies and provide appropriate state resources as needed to assist affected political subdivisions and water users in Jefferson County.
- VI. This Executive Order expires on December 31, 2024.

Done at Salem, Oregon, this 25th day of June, 2024.



Tina Kotek
GOVERNOR

ATTEST:

LaVonne Griffin-Valade
SECRETARY OF STATE

Wickiup Reservoir Instream Leases 2021-2024

14597 -

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Instream Lease Application) DETERMINATION and FINAL ORDER ON
IL-1770, Deschutes County) PROPOSED INSTREAM LEASE

Authority

Oregon Revised Statute (ORS) 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. Oregon Administrative Rule (OAR) Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

Lessor

North Unit Irrigation District
Mike Britton, Manager
2024 NW Beech Street
Madras, Oregon 97741

Findings of Fact

1. On November 12, 2021, North Unit Irrigation District filed an application to renew instream lease IL-1770, involving a portion of Certificate 51229.
2. Pursuant to OAR 690-077-0076 (2)(b), the owner of any storage facility which is the source of water for a lease must be a co-lessor. The Bureau of Reclamation (BOR) is the storage facility owner for the water right being leased instream and is not a co-lessor. On November 25, 2020, the Department received an email from the BOR with consent and agreement of the processing of this instream lease application and renewals for storage instream out of Wickiup Reservoir.
3. The portion of the right to be leased is as follows:

Certificate:	51229 in the name of North Unit Irrigation District (appropriated under Permit S-23196)
Use:	Storage under Reservoir Permit No. R-1677
Priority Date:	February 28, 1913
Quantity:	Volume: 1605.17 Acre-Feet (AF)
Source:	Deschutes River, tributary of Columbia River for storage in Wickiup Reservoir

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Reservoir Location:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
22 S	9 E	WM	7	SW NE	1830 FEET SOUTH AND 1950 FEET WEST FROM THE NE CORNER OF SECTION 7

4. The Lessor has requested that stored water from Wickiup Reservoir be leased instream during the period of November 1 through March 25, a 146 day period, with a volume of 1605.17 acre-feet. Given the proposed instream period, up to 5.54 cfs may be leased instream.
5. The lease application includes the information required under OAR 690-077-0076(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(1). No comments were received.

6. The instream use is as follows:

Deschutes River, tributary of Columbia River for storage in Wickiup Reservoir

Instream Reach: From the OWRD Gauge Station #14056500 (WICO) to Lake Billy Chinook

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
51229	February 28, 1913	5.54	1605.17	November 1 through March 25

7. Other conditions to prevent injury and enlargement are:

Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on the best available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original points of diversion within the specified stream reach.

The instream use may be conditioned to allow for less water to be protected instream below the gauge based upon instream measurements conducted by Department staff or other approved by the Department, which may show lower or higher levels of loss and allow the instream flows to be adjusted accordingly but may not exceed the instream quantities identified at the reservoir.

8. The amount and timing of the proposed instream flow is allowable within the limits and use of the original water right.
9. The protection of flows within the proposed reach is appropriate, considering:
 - a. The instream water use begins at the recorded point of diversion;
 - b. The location of confluences with other streams downstream of the point of diversion.
 - c. There are known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

- d. Any return flows resulting from the exercise of the existing water right would re-enter the river downstream of the reach of the instream water right.
10. The total monthly quantities of water to be protected under the existing and proposed instream rights in the reach will provide for a beneficial purpose.
11. The total monthly quantities of water to be protected instream under existing and proposed instream rights in the reach do not exceed the estimated average natural flow.
12. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.
13. Based upon review of the application, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. The order approving this instream lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.
14. If a right which has been leased is later proposed to be leased again, transferred and/or reviewed under an allocation of conserved water, a new injury review shall be required. For example, instream transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of any future transactions.
15. The Lessor has requested that the lease terminate on March 25, 2022. The lease may commence on the date this final order is signed.
16. The Lessor has not requested there be an option to terminate the lease.

Conclusions of Law

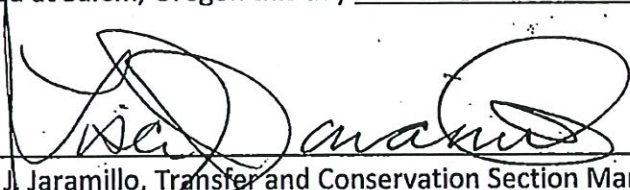
The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

Now, therefore it is ORDERED:

1. The Lease as described herein is APPROVED.
2. During the term of the lease, the former place of use will no longer receive water as part of these rights, any supplemental rights, or any other layered irrigation water rights, including ground water registrations and permits.

3. The term of the lease will commence upon approval of the instream lease and terminate on March 25, 2022.

Dated at Salem, Oregon this day DEC 28 2021



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
Thomas M. Byler, Director, Oregon Water Resources Department

Mailing date: DEC 29 2021

*This document was prepared by Sarah
Henderson. If you have any questions,
please call 503-979-9872.*

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Instream Lease Application)
IL-1837, Deschutes County) **DETERMINATION and FINAL ORDER ON
PROPOSED INSTREAM LEASE**

Authority

Oregon Revised Statute (ORS) 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. Oregon Administrative Rule (OAR) Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

Lessor

North Unit Irrigation District
Mike Britton, Manager
2024 NW Beech Street
Madras, Oregon 97741

Lessee

Deschutes River Conservancy (DRC)
700 NW Hill Street, Suite 1
Bend, Oregon 97703
gen@deschutesriver.org

Findings of Fact

1. On February 1, 2021, North Unit Irrigation District (NUID) and DRC filed an application to lease a portion of Certificate 51229 for instream use as required under the terms of the Memorandum of Agreement identified in Finding of Fact #2 below.
2. On January 19, 2021, the Department and NUID executed a Memorandum of Agreement to Perpetually Lease Water to Instream Use (Memorandum of Agreement). This Memorandum of Agreement was executed and attached to a Final Order of Approval on Completion of Allocation of Conserved Water CW-102, recorded at Special Order Volume 118, Pages 365 - 386. The Memorandum of Agreement is memorialized in pages 383-386.
3. Pursuant to OAR 690-077-0076 (2)(b), the owner of any storage facility which is the source of water for a lease must be a co-lessor. The Bureau of Reclamation (BOR) is the storage facility owner for the water right being leased instream and is not a co-lessor. On March 3, 2021, the Department received an email from the BOR with consent and agreement of the processing of this instream lease application for storage instream out of Wickiup Reservoir.

4. The portion of the right to be leased is as follows:

Certificate: 51229 in the name of North Unit Irrigation District (appropriated under Permit S-23196)
Use: Storage under Reservoir Permit No. R-1677

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Priority Date: February 28, 1913
Quantity: **Volume:** 457.5 Acre-Feet (AF)
Source: Deschutes River, tributary of Columbia River for storage in Wickiup Reservoir

Reservoir Location:

TwP	Rng	Mer	Sec	Q-Q	Measured Distances
22 S	9 E	WM	7	SW NE	1830 FEET SOUTH AND 1950 FEET WEST FROM THE NE CORNER OF SECTION 7

5. The quantity of water released from storage in Wickiup reservoir is conserved water from Application CW-102. The priority date for the conserved water is February 28, 1913, *plus one minute*. Therefore, the priority date for the water under this lease shall be February 28, 1913, *plus one minute*, as set forth in the Memorandum of Agreement.
6. The Lessor has requested that stored water from Wickiup Reservoir be leased instream during the period of November 2 through March 31, a 150-day period, with a volume of 457.5 acre-feet. Given the proposed instream period, up to 1.53 cfs may be leased instream.
7. The lease application includes the information required under OAR 690-077-0076(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(1). No comments were received.
8. The lease application requests to protect water instream from the dam at Wickiup Reservoir (approximately RM 227) to Lake Billy Chinook (approximately RM 120). The segment of the reach on the mainstem Deschutes River from Wickiup Reservoir to Benham Falls is a losing reach. At this time, the best available information to the Department indicates this reach loses approximately 12.5%. The segment of the reach from Benham Falls to Bend is also a losing reach. At this time, based on the best available information to the Department, this reach loses approximately 7%. If further investigation later reveals the stream channel losses to be greater or lesser than those indicated, the Department will consider adjusting the protected rates accordingly at the next renewal period. The quantity of water that may be protected instream in the mainstem Deschutes River within these segments require additional modification to prevent injury and enlargement.
9. The instream use is as follows:
Deschutes River, tributary of Columbia River from storage in Wickiup Reservoir

Instream Reach Point No. 1: At the Wickiup Reservoir dam (approximately RM 227):

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
51229	February 28, 1913, <i>plus one minute</i>	1.53	457.5	November 2 through March 31

Instream Reach No. 1: From the OWRD Gauge Station #14056500 (WICO) to Benham Falls

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
51229	February 28, 1913, <i>plus one minute</i>	1.35	400.31	November 2 through March 31

Instream Reach No. 2: From Benham Falls to Lake Billy Chinook (approximately RM 120)

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
51229	February 28, 1913, <i>plus one minute</i>	1.25	372.29	November 2 through March 31

10. Other conditions to prevent injury and enlargement are:

Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on the best available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original points of diversion within the specified stream reach.

The instream use may be conditioned to allow for less water to be protected instream below the gauge based upon instream measurements conducted by Department staff or others approved by the Department, which may show lower or higher levels of loss and allow the instream flows to be adjusted accordingly but may not exceed the instream quantities identified at the reservoir.

11. The amount and timing of the proposed instream flow is allowable within the limits and use of the original water right.

12. The protection of flows within the proposed reach is appropriate, considering:

- The instream water use begins at the recorded point of diversion;
- The location of confluences with other streams downstream of the point of diversion.
- There are known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and
- Any return flows resulting from the exercise of the existing water right would re-enter the river downstream of the reach of the instream water right.

13. The total monthly quantities of water to be protected under the existing and proposed instream rights in the reach will provide for a beneficial purpose.

14. The total monthly quantities of water to be protected instream under existing and proposed instream rights in the reach do not exceed the estimated average natural flow.

15. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.

16. Based upon review of the application, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. The order approving this instream lease may be modified or

revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.

17. If a right which has been leased is later proposed to be leased again, transferred and/or reviewed under an allocation of conserved water, a new injury review shall be required. For example, instream transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of any future transactions.
18. The Lessor has requested that the lease terminate on March 31, 2025. The lease may commence on the date this final order is signed. This lease is subject to the terms and conditions of the Memorandum of Agreement described in Finding of Fact #2.
19. The Lessor and Lessee have requested the option of terminating the lease early with written notice to the Department, subject to the terms and conditions of the Memorandum of Agreement described in Finding of Fact #2.

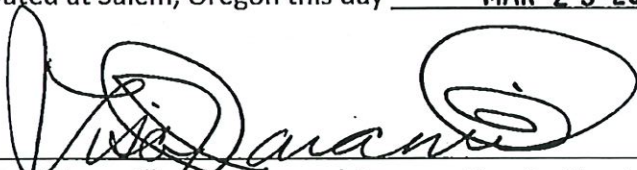
Conclusions of Law

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

Now, therefore it is ORDERED:

1. The Lease as described herein is APPROVED.
2. The term of the lease will commence upon approval of the instream lease and terminate on March 31, 2025. For multiyear leases, the lessor and lessee *shall* have the option of terminating the lease any time each year with written notice to the Department provided the termination complies with the terms and conditions of the Memorandum of Agreement described in Finding of Fact #2. However, if the termination request is received less than 30-days prior to the instream use period (November 2 through March 31) or after the water rights' original period of allowed use has begun, the Department may issue an order terminating the lease but use of water may not be allowed until the following calendar year, unless the Director determines that enlargement would not occur.

Dated at Salem, Oregon this day MAR 25 2021.



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
Thomas M. Byler, Director, Oregon Water Resources Department

This document was prepared by Sarah Henderson. If you have any questions, please call 503-986-0884.

Mailing date: MAR 26 2021

**BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON**

In the Matter of Instream Lease Application)
IL-2057, Deschutes County) **DETERMINATION and FINAL ORDER ON
PROPOSED INSTREAM LEASE**

Authority

Oregon Revised Statute (ORS) 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. Oregon Administrative Rule (OAR) Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

Lessor

North Unit Irrigation District (NUID)
Josh Bailey, Manager
2024 NW Beech Street
Madras, Oregon 97741
jbailey@northunitid.com

Lessee

Deschutes River Conservancy (DRC)
700 NW Hill Street, Suite 1
Bend, Oregon 97703
gen@deschutesriver.org
james@deschutesriver.org

Findings of Fact

1. On June 27, 2024, NUID and DRC filed an application to lease a portion of Certificate 51229 for instream use. The Department assigned the application number IL-2057.
2. Pursuant to OAR 690-077-0076 (2)(b), the owner of any storage facility which is the source of water for a lease must be a co-lessor. The Bureau of Reclamation (BOR) is the storage facility owner for the water right being leased instream and is not a co-lessor. An email from the BOR with consent and agreement of the processing of this instream lease application for storage instream out of Wickiup Reservoir is included in the application.
3. The portion of the right to be leased is as follows:

Certificate:	51229 in the name of North Unit Irrigation District (appropriated under Permit S-23196)
Use:	Storage under Reservoir Permit No. R-1677
Priority Date:	February 28, 1913
Quantity:	Volume: 571.24 Acre-Feet (AF)
Source:	Deschutes River, tributary of Columbia River for storage in Wickiup Reservoir

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Reservoir Location:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
22 S	9 E	WM	7	SW NE	1830 FEET SOUTH AND 1950 FEET WEST FROM THE NE CORNER OF SECTION 7

4. The lease application includes the information required under OAR 690-077-0076(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(1). No comments were received.
5. Live flow must be bypassed through the reservoir authorized under Certificate 51229 for the amount leased instream during the term of this lease.
6. The instream use is as follows:
Deschutes River, tributary of Columbia River from storage in Wickiup Reservoir
Instream Reach: From the Wickiup Reservoir dam (approximately RM 227) to Lake Billy Chinook (approximately RM 120):

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
51229	February 28, 1913	2.0	571.24	November 2 through March 25

7. Other conditions to prevent injury and enlargement are:

Within the specified stream reach, the amount of water to which this right is entitled shall not exceed the quantity of water legally available at the original point of diversion. Stream channel losses and gains calculated based on the best available data and the use of water by senior appropriators will determine the amount of water to which this right is entitled downstream from the original points of diversion within the specified stream reach.

The instream use may be conditioned to allow for less water to be protected instream below the gauge based upon instream measurements conducted by Department staff or others approved by the Department, which may show lower or higher levels of loss and allow the instream flows to be adjusted accordingly but may not exceed the instream quantities identified at the reservoir.

8. The amount and timing of the proposed instream flow is allowable within the limits and use of the original water right.
9. The protection of flows within the proposed reach is appropriate, considering:
 - a. The instream water use begins at the recorded point of diversion;
 - b. The location of confluences with other streams downstream of the point of diversion.
 - c. There are known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and

- d. Any return flows resulting from the exercise of the existing water right would re-enter the river downstream of the reach of the instream water right.
10. The total monthly quantities of water to be protected under the existing and proposed instream rights in the reach will provide for a beneficial purpose.
11. The total monthly quantities of water to be protected instream under existing and proposed instream rights in the reach do not exceed the estimated average natural flow.
12. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.
13. Based upon review of the application, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. The order approving this instream lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.
14. If a right which has been leased is later proposed to be leased again, transferred and/or reviewed under an allocation of conserved water, a new injury review shall be required. For example, instream transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of any future transactions.
15. The Lessor and Lessee have requested that the lease terminate on March 31, 2029. The lease may commence on the date this final order is signed.
16. The Lessor and Lessee have requested the option of terminating the lease early but only with consent of all parties to the lease

Conclusions of Law

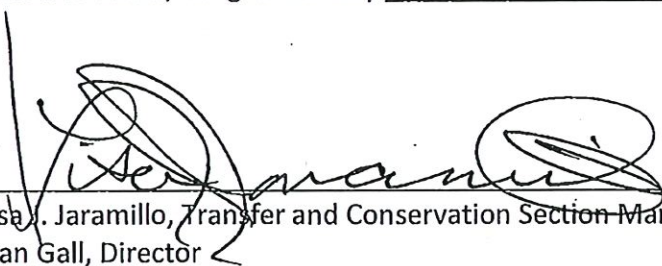
The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

Now, therefore it is ORDERED:

1. The Lease as described herein is APPROVED.

2. The term of the lease will commence upon approval of the instream lease and terminate on March 31, 2029. For multiyear leases, the lessor and/or lessee shall have the option of terminating the lease any time each year with written notice to the Department. The Lessor and/or Lessee may only terminate the lease early with the consent of all parties to the lease. However, if the termination request is received less than 30-days prior to the instream use period or after the water rights' original period of allowed use has begun, the Department may issue an order terminating the lease, but use of water may not be allowed until the following calendar year, unless the Director determines that enlargement would not occur

Dated at Salem, Oregon this day AUG 05 2024.



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
Ivan Gall, Director
Oregon Water Resources Department

Mailing date: AUG 06 2024

*This document was prepared by Sarah
Henderson. If you have any questions,
please call 503-979-9872.*

Attachment D

Affidavits of Consent from Landowners

Also Refer to Attachment G – Bureau of Reclamation

Transfer Application for Certificate 51229

From: [CDD Planning](#)
To: [Gen Hubert](#)
Subject: RE: Form submission from: Planning & Zoning
Date: Wednesday, November 27, 2024 3:08:51 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[151854_TaxMap \(2\).pdf](#)

Hi Gen,

Thank you for reaching out. You are correct that Wickiup Reservoir doesn't have a tax lot number. I've attached a copy of the tax map that shows the tax lot boundaries and it looks like the property below mostly surrounds the reservoir.

Mailing Name: USA
Map and Taxlot: 2208000000100
Account: 151854
Situs Address: **NO SITUS ADDRESS**

When you submit the OWRD form we will enter it as an application for a Permit Sign-Off (\$142). These are normally processed within a couple weeks, but you can always reach out to your case planner to see what their expected turnaround time is.

You can email that form to this email address when you are ready to submit, or submit in-person at 117 NW Lafayette Avenue. Please let me know if you have any other questions.

Thank you,



Audrey Stuart | Associate Planner

DESCHUTES COUNTY COMMUNITY DEVELOPMENT

117 NW Lafayette Avenue | Bend, Oregon 97703

Tel: (541) 388-6679



Disclaimer: Please note that the information in this email is an informal statement made in accordance with DCC 22.20.005 and shall not be deemed to constitute final County action effecting a change in the status of a person's property or conferring any rights, including any reliance rights, on any person.

Temporary Lobby Hours:

Monday - Thursday

9:00am to 12:00pm, 1:00pm to 4:00pm

Friday

9:00am to 12:00pm

From: Deschutes County Oregon <donotreply@deschutescounty.gov>

Sent: Wednesday, November 27, 2024 1:39 PM

14597 -

To: CDD Planning <planning@deschutes.org>

Subject: Form submission from: Planning & Zoning

****AUTOMATED EMAIL - PLEASE DO NOT REPLY**** Incoming Land Use Planning Submission from Website Submitted on

Wednesday, November 27, 2024 - 1:39pm Submitted values are:

Name Genevieve (Gen) Hubert

Phone Number 5417710760

Email Address gen@deschutesriver.org

Subject Property Address Wickiup Reservoir

Subject Property Taxlot Number Not Available

Relationship to the Property

Working on a water right character of use transfer for North Unit Irrigation District - to be submitted to the Oregon Water Resources Department.

Details of your Inquiry

The Deschutes River Conservancy is agent for North Unit Irrigation District - working on a water right character of use transfer for storage water in Wickiup Reservoir (adding flow augmentation as a character of use). The transfer will add flow augmentation character of use to Wickiup. The volume of water to change to flow augmentation will correspond to the volume of water sent to NUID from other more senior irrigation districts with more senior water. There is no tax lot associated with Wickiup Reservoir (needed for the OWRD application) and we will need to have the Deschutes Planning Department sign a Land Use form for the OWRD application. Could you let me know if there is tax lot or ownership information for Wickiup Reservoir and how long the turnaround is for getting a land use form reviewed and signed? Thank you so much!

Gen

4/9/2024

22 08 00



14597 -



Outlook

RE: [External Email]Wickiup character of use transfer USFS

From HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>

Date Fri 12/20/2024 9:48 AM

To Gen Hubert <gen@deschutesriver.org>

Cc Alex Ehrens <alex@deschutesriver.org>; COURCHANE Corey A * WRD
<Corey.A.COURCHANE@water.oregon.gov>; HENDERSON Sarah A * WRD
<Sarah.A.HENDERSON@water.oregon.gov>

Hi Gen,

Here is the follow up email from the phone call we just had.

When the transfer is submitted, it will include all the documents you mentioned and the emails from USFS & BOR and the contacts for both.

Once the DPD is drafted, that is when we will ask for ownership information and obtain additional documentation/signatures/affadavits if needed.

Sarah

[Sarah A. Henderson](#)

Flow Restoration Program Coordinator

Transfer and Conservation Section

725 Summer St. NE, Suite A |Salem, OR 97301

Work Cell 503-979-9872

Email: sarah.a.henderson@water.oregon.gov

Work Hours 7:30 AM – 4:00 PM



[Integrity](#) | [Service](#) | [Technical Excellence](#) | [Teamwork](#) | [Forward-Looking](#)

NOTE: The Salem office is now open to the public. Given that many staff will continue teleworking remotely or have job duties that take them into the field on a regular basis, availability of staff in the office is not guaranteed 8 a.m. - 5 p.m. every day. The Salem office of OWRD is closed for customer service drop-ins from Noon – 1pm. **Customers and visitors are encouraged to schedule an appointment in advance if they wish to meet in person with specific staff members.** Alternative methods for meeting, such as by phone or virtually via Teams, are also available.

From: Gen Hubert <gen@deschutesriver.org>

Sent: Thursday, December 19, 2024 11:53 AM

To: HENDERSON Sarah A * WRD <Sarah.A.HENDERSON@water.oregon.gov>; COURCHANE Corey A * WRD
<Corey.A.COURCHANE@water.oregon.gov>

Cc: Alex Ehrens <alex@deschutesriver.org>
Subject: Fw: [External Email]Wickiup character of use transfer USFS

Hi Sarah and Corey,

Everyone has been quite busy while I was out! I'm still getting back up to speed on what has been happening and updates to forms, etc.

We are still not quite clear if we need the US Forest Service to sign off on any part of the character of use transfer for the Wickiup storage. The tax lots surrounding Wickiup Reservoir are USFS tax lots. The reservoir itself does not list any ownership with the county and as mentioned in the email below, there is a withdrawal for Reclamation (1936) under the Reclamation Act of 1902.

I think because of the intended use and the management of Wickiup (irrigation district/reclamation) and the sheer size, it is different from the examples of other transfers involving the USFS.

Any ideas? We do have the USFS listed in our notifications section on the transfer.

Thank you!!

Gen

Genevieve Hubert

Senior Program Manager

Deschutes River Conservancy

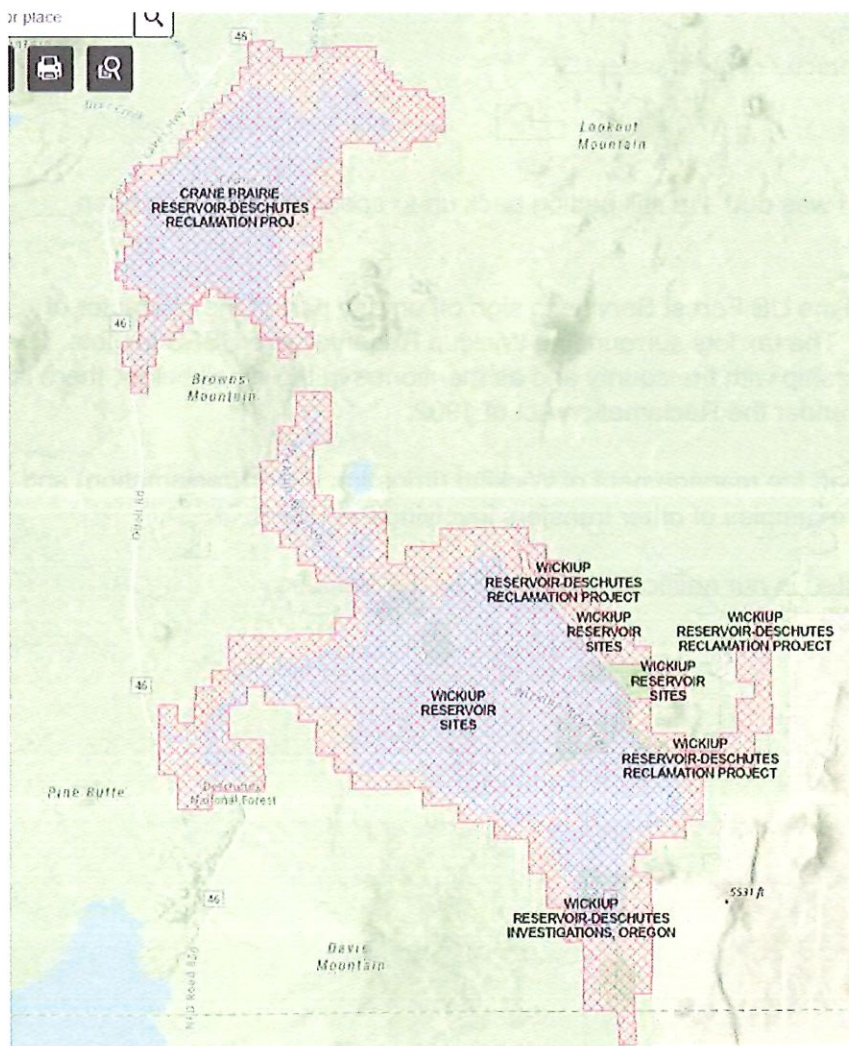
www.deschutesriver.org

From: Gritzner, Jason - FS, OR <jason.gritzner@usda.gov>
Sent: Thursday, December 5, 2024 4:00 PM
To: Gen Hubert <gen@deschutesriver.org>
Cc: Alex Ehrens <alex@deschutesriver.org>; Bill Monroe <william.munro@usda.gov>
Subject: RE: [External Email]Wickiup character of use transfer

Hi Gen,

We did have full house and a nice Thanksgiving, and are glad things are settling back down. Hope you had a great holiday too!

Thank you for the update on the transfer. I think the best primary point of contact for the notification on the transfer for USFS would be Holly Jewkes, our Forest Supervisor. It would be great if Bill Munro (our Natural Resources Staff) and I were also cc'd for our records. Regarding the possible need for a signature from the owner of the reservoir property, I am not sure if that would be Holly, or someone higher up in the agency. Given the nature of the action taking place, I would hope that Holly's signature would be sufficient. The USFS is the landowner, but BOR has a withdrawal from 1936 under the Reclamation Act of 1902. Map and blurb below...



33. —National forests

Reclamation withdrawals within the national forests are dominant, but until needed by the Reclamation Service, the lands will remain for administrative and protection purposes under control and direction of the Forest Service. Departmental decision, February 27, 1909.

While the Secretary of the Interior may determine what lands within national forests withdrawn for reclamation purposes are necessary for the proper protection of reservoirs constructed under the Reclamation Act, he has no power to lease such lands, since authority in that regard is specifically granted to the Secretary of Agriculture. But in recognition of the needs of the Reclamation Service and to forestall any contracts detrimental to a reclamation project, all leases should be subject to the prior approval of the Secretary of the Interior. 31 Op. Atty. Gen. 56 (1916). But see Act of July 19, 1919, conferring certain jurisdiction on the Secretary of the Interior.

One of our Lands personnel is asking the question about who the appropriate person would be to sign for the USFS, and I will follow up with that information when I get it. In the meantime, if a signature is

needed sooner than later, I would route that to Holly as well, and she can forward or sign as needed.

Thanks, and hope all is well.

Jason



Jason Gritzner, Hydrologist
Watershed Program Manager

Forest Service
Deschutes and Ochoco National Forests
Crooked River National Grassland

p: 541-383-5537

c: 541-408-1846

f: 541-383-5531

jason.gritzner@usda.gov

63095 Deschutes Market Rd.

Bend, OR 97701

www.fs.fed.us



Caring for the land and serving people

From: Gen Hubert <gen@deschutesriver.org>
Sent: Wednesday, December 4, 2024 11:18 AM
To: Gritzner, Jason - FS, OR <jason.gritzner@usda.gov>
Cc: Alex Ehrens <alex@deschutesriver.org>
Subject: [External Email]Wickiup character of use transfer

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Hi Jason,

I hope you are well and had a nice Thanksgiving.

I'm hoping you might be able to point me to someone who can answer a question or two for me. I've copied Alex on this email as he is also working on this transfer.

We are preparing a character of use transfer for NUID for Wickiup Reservoir. The transfer will add a flow augmentation as a character of use for about 25,000 acre-feet. This is part of a new pathway for sending conserved water from senior district piping project to North Unit to reduce their reliance on Wickiup. In exchange, NUID adds the flow augmentation character of use to the same volume of water. We will follow this with a new secondary water right application to call on the water for flow augmentation.

The transfer process requires notification regarding the character of use change to relevant parties. I'd like to add USFS to the notification list but am not sure who to address that to.

We may also need a signature from the owner of the reservoir property on the transfer or on a consent to transfer form. We are having difficulty determining if the USFS owns the footprint (no ownership of

the footprint is listed with the county, though it is surrounded by USFS). Reclamation funded the reservoir and is associated but not listed on the certificate. We are notifying reclamation as well.

Please let me know if you've got an idea of who I should contact with these questions and where the notification of transfer letter should go.

Thank you!

Gen

Genevieve Hubert

Senior Program Manager

Deschutes River Conservancy

www.deschutesriver.org

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Attachment E

Deschutes County Planning – Land Use Form Signed

Transfer Application for Certificate 51229

Land Use Information Form



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

NOTE TO APPLICANTS

In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. The planning official may choose to complete the form while you wait or return the "Receipt Acknowledging Request for Land Use Information" to you. Applications received by OWRD without the Land Use Information Form, or the signed receipt, will be returned to you. **IMPORTANT:** Please note that while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for OWRD's acceptance of all other applications. Please be aware that your application cannot be approved without land use approval.

This form is **NOT** required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; **and**
 - d. The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application. **NOTE:** For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete the "Receipt Acknowledging Request for Land Use Information" and return it to the applicant.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you previously only completed the receipt for an application for a new permit to use or store water, you will have 30 days from the Public Notice date to complete the Land Use Information Form and return it to OWRD. Your attention to this request for information is greatly appreciated. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

This page intentionally left blank.

Land Use Information Form



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

NAME North Unit Irrigation District (NUID) Deschute River Conservancy (DRC)			PHONE 541-475-3625 (NUID) 541-382-4077, ext 115 (Alex Ehrens - DRC)
MAILING ADDRESS 2024 NW Beech Street (700 NW Hill St, Ste 1 for DRC)			
CITY Madras (Bend for DRC)	STATE OR	ZIP 97741 (97703 for DRC)	EMAIL jbailey@northunitid.com alex@deschutesriver.org (contact with questions)

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
22S	9E	07	SWNE	N/A	N/A	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Reservoir Storage
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

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

Deschutes County - location of Wickiup Reservoir. No tax lot number for the reservoir. Please see attached maps with taxlots surrounding Wickiup Reservoir.

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

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

- ☐ Permit to Use or Store Water
 ☒ Water Right Transfer
 ☐ Permit Amendment or Ground Water Registration Modification
☐ Limited Water Use License
 ☐ Exchange of Water
 ☐ Allocation of Conserved Water

Source of water: ☒ Reservoir/Pond ☐ Ground Water ☒ Surface Water (name) Wickiup Reservoir

Estimated quantity of water needed: up to 30,000 ☐ cubic feet per second ☐ gallons per minute ☒ acre-feet

Intended use of water: ☐ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
☐ Municipal ☐ Quasi-Municipal ☐ Instream ☒ Other Flow Augmentation and Irrigation

Briefly describe:

Transfer is for the character of use of water stored in Wickiup Reservoir. Transfer will add "flow augmentation" to up to 30,000 acre-feet of storage (within the 200,000 acre feet of allowed storage) as a new type of use while the same (up to) 30,000 acre feet also retain their irrigation character of use.

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 ➡

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Deschutes County does not have zoning review authority on federal lands. To the extent relevant, these proposed uses are allowed under DCC 18.36.020(D),(E)&(K).
- ☐ Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Oregon Water Resources Department regarding this proposed use of water in the box below or on a separate sheet.

Name: Caroline House Title: Senior Planner

Signature: _____ Date: 1/15/2025

Governmental Entity: Deschutes County, Planning Division Phone: 541-388-6667

Receipt Acknowledging Request for Land Use Information

Note to Local Government Representative:

Please complete this form and return it to the applicant. **For new water right applications only**, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.

Applicant Name: _____

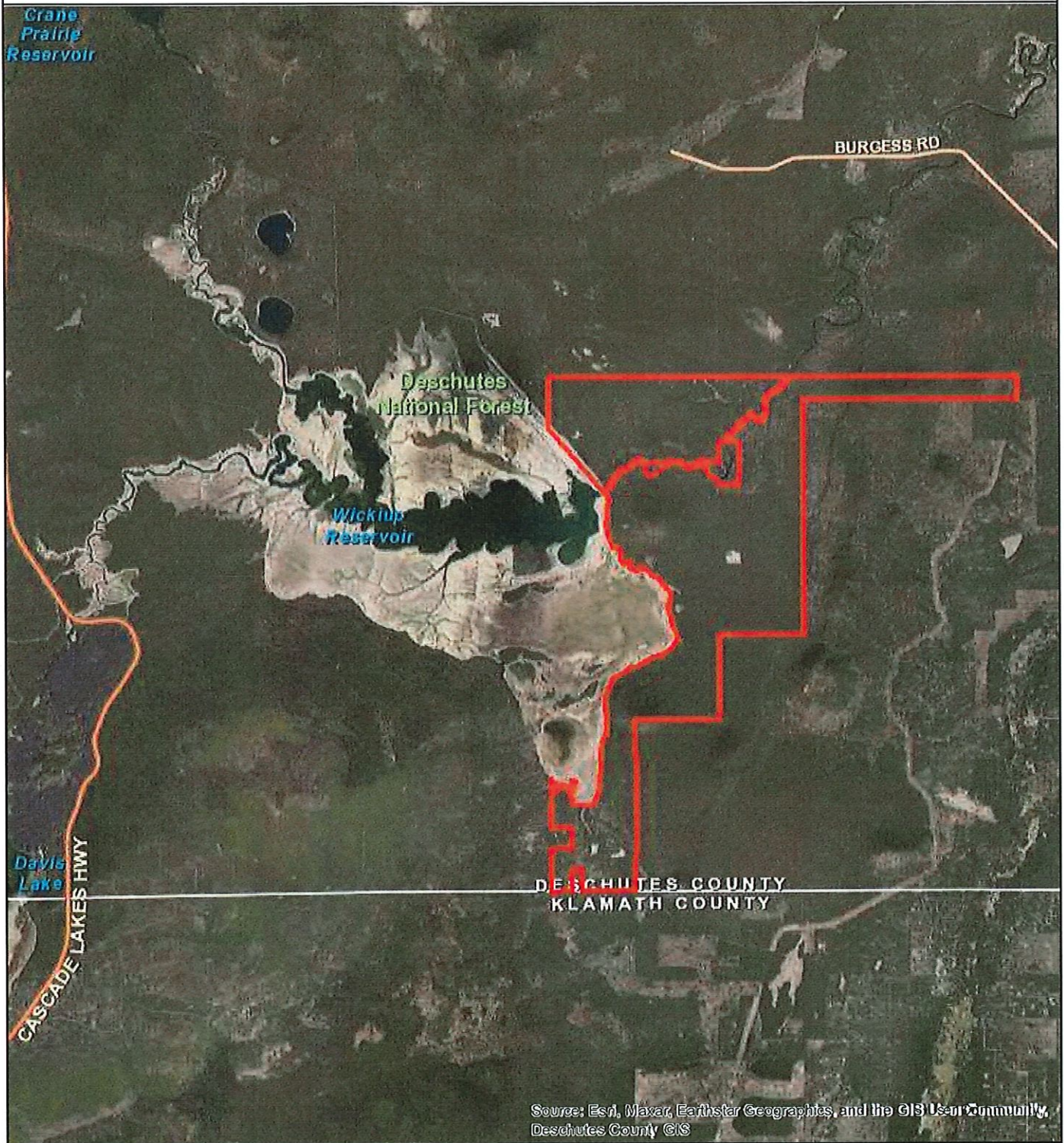
Staff Name: _____ Title: _____

Staff Signature: _____ Date: _____

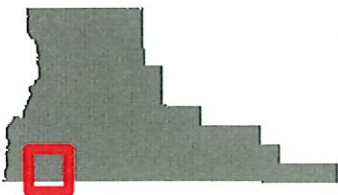
Governmental Entity: _____ Phone: _____

Deschutes County Property Information - Dial

Overview Map

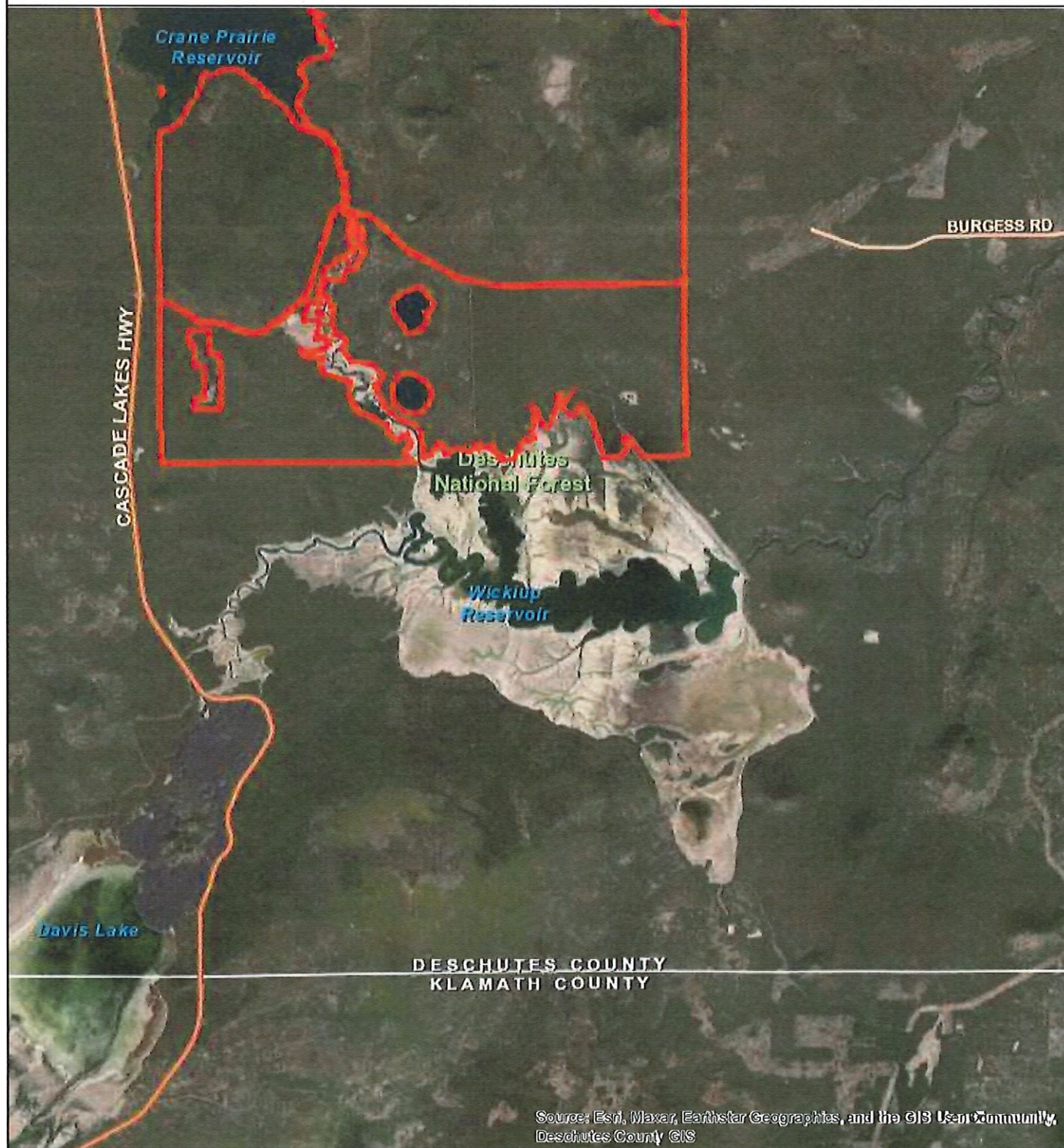


Map and Taxlot: 2209000000500

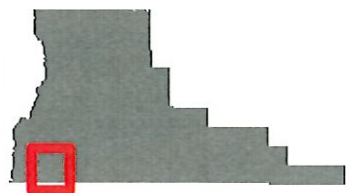


Deschutes County Property Information - Dial

Overview Map

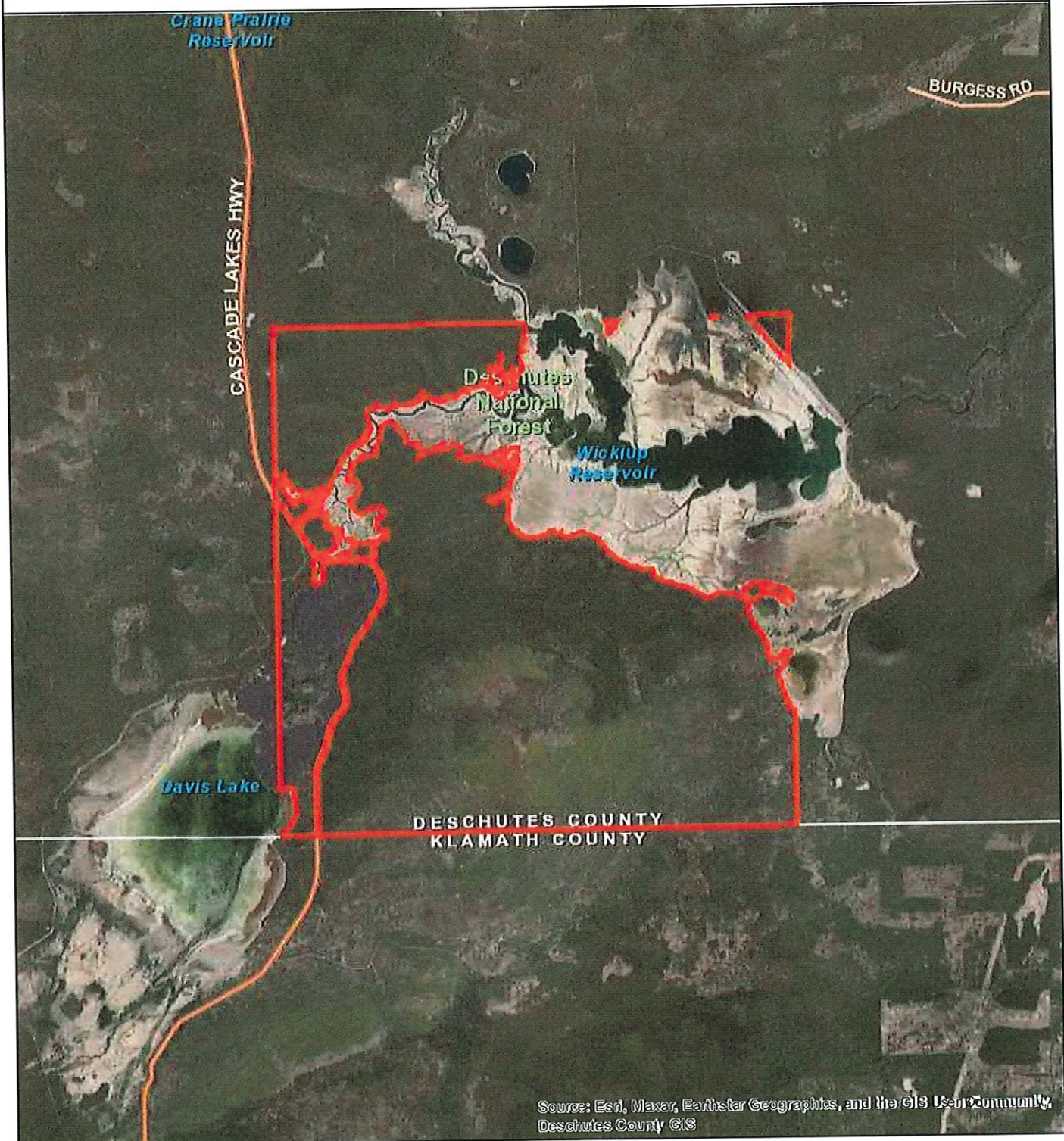


Map and Taxlot: 2108000000100 A1

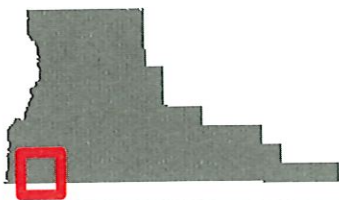


Deschutes County Property Information - Dial

Overview Map



Map and Taxlot: 2208000000100



Attachment F

Relevant Government Entity Notification Letters

Transfer Application for Certificate 51229



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Best Best & Krieger, LLP
Representing: Conf. Tribes of Warm Springs
Attn: Alison Toivola
360 SW Bond Street, Ste 400
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN CONFEDERATED TRIBES OF WARM SPRINGS JURISDICTION

We are notifying you of our intent to complete a character of use permanent transfer for North Unit Irrigation District's storage water right for Wickiup Reservoir (certificate 51229, with a 1913 priority date). The transfer will add a flow augmentation character of use to a specific volume of storage water equal to the amount of conserved water provided by large piping and water conservation projects which have already been completed by Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, and Swalley Irrigation District or are under construction this winter. The character of use transfer will account for up to 28,307.91 acre-feet of conserved water passing from these Districts to North Unit – as well as North Unit's own conserved water (included in total). This transfer will add flow augmentation as a character of use for the specified volume of Wickiup storage water but will not remove irrigation as a character of use from the original storage water right. An additional secondary right application to use the flow augmentation water is to follow.

The water saved from piping and conservation projects in the more senior irrigation districts will be passed to North Unit with a forbearance agreement and with an associated permanent reduction in the water right certificates of the conserving districts. This water can be picked up by North Unit in exchange for an equal volume in release of water from Wickiup Reservoir (calculated annually to assure reliability). Using this pathway for water conservation projects will reduce North Unit's reliance on Wickiup Reservoir. Winter releases of water from Wickiup Reservoir are closely tied to winter flow benchmarks that must be met under the Habitat Conservation Plan between the Deschutes Basin Board of Control and the US Fish and Wildlife Service for the ESA listed Oregon spotted frog (anadromous fish are also covered in the HCP for specific streams). This conserved water pathway is crucial to assuring North Unit still has access to irrigation water since they are the most junior irrigation district using water from the Deschutes River.

If you have any questions regarding the proposed application, or are interested in receiving additional information, please contact me at the number or email listed below.

Sincerely,

Genevieve Hubert
Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office), (541) 771-0760 (mobile)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

City of Bend
710 NW Wall Street
Bend, OR 97703

RE: PROPOSED CHARACTER OF USE WATER TRANSFER POTENTIALLY IN YOUR JURISDICTION

We are notifying you of our intent to complete a character of use permanent transfer for North Unit Irrigation District's storage water right for Wickiup Reservoir (certificate 51229, with a 1913 priority date). The transfer will add a flow augmentation character of use to a specific volume of storage water equal to the amount of conserved water provided by large piping and water conservation projects which have already been completed by Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, and Swalley Irrigation District or are under construction this winter. The character of use transfer will account for up to 28,307.91 acre-feet of conserved water passing from these Districts to North Unit – as well as North Unit's own conserved water (included in total). This transfer will add flow augmentation as a character of use for the specified volume of Wickiup storage water but will not remove irrigation as a character of use from the original storage water right. An additional secondary right application to use the flow augmentation water is to follow.

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Sincerely,

Genevieve Hubert
Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Conf. Tribes of Warm Springs
Attn: Fish & Wildlife Committee
PO Box 1299
Warm Springs, OR 97761

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Sincerely,

Genevieve Hubert
Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



January 17, 2025

Deschutes County Planning Dept.
117 NW Lafayette Ave.
Bend, OR 97703

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Oregon Department of Fish and Wildlife
Attn: Bend Deschutes Watershed District Office
61374 Parrell Road
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Bureau of Reclamation
Attn: David Weidinger, Bend Field Office Manager
1375 SE Wilson Ave, Suite 100
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

USDA Forest Service

Attn: Holly Jewkes, Forest Supervisor; Bill Munro, Natural Resources; Jason Gritzner, Watershed Program Manager
63095 Deschutes Market Rd.
Bend, OR 97701

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org



January 17, 2025

U.S. Fish and Wildlife Service
Attn: Bend Field Office – Deschutes Basin Habitat Conservation Plan
63095 Deschutes Market Rd.
Bend, OR 97701

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Attachment G

NUID – Bureau of Reclamation Agreements and PL110-229-
May 8, 2008 allowing change of character of use when
related to water conservation

Transfer Application for Certificate 51229

EXHIBIT A

THIS AGREEMENT, Made this 4th day of January, 1938, pursuant to an act of Congress known as the Reclamation Act and acts amendatory thereof and an act known as the Warren Act, between the undersigned irrigation districts located in the valley of the Deschutes River and its tributaries in the State of Oregon and duly organized as irrigation districts under the laws of the State of Oregon, **WITNESSETH:**

WHEREAS, Congress has appropriated \$450,000.00 for the purpose of beginning construction of the Deschutes Project in the State of Oregon; and,

WHEREAS, the said funds are available for beginning the construction of a reservoir or reservoirs located on the Deschutes River or its tributaries; and,

WHEREAS, surveys and investigations have been made for a proposed reservoir of from 180,000 to 209,000 acre feet located at the site known as the Wikiup site, and also the construction or reconstruction of a proposed reservoir known as the Crane Prairie Reservoir; and,

WHEREAS, the undersigned districts are interested in securing stored water, if possible, from one or the other of the proposed reservoirs; and,

WHEREAS, the Secretary of Interior approved as to form a proposed contract with the Jefferson Water Conservancy District, providing for the construction of a canal system for the said district, and the construction of a reservoir at the said proposed Wikiup site to a capacity from 180,000 to 209,000 acre feet; and,

WHEREAS, a temporary dam has been constructed at the Crane Prairie Reservoir site, and the Central Oregon Irrigation District, Crook County Improvement District No. 1, and the Arnold Irrigation District have used for several years past the stored water made available by the said temporary dam, but have secured no permanent rights to the reservoir site from the United States, and have not as yet cleared the standing timber from the said reservoir site; and,

WHEREAS, the temporary dam creating the said Crane Prairie Reservoir is in such condition that the officers of the United States consider the same to be a menace to the proposed Wikiup Reservoir, and are unwilling to proceed with the construction of the Wikiup Reservoir until some satisfactory agreement has been reached among the interested parties, either providing for the reconstruction of the said temporary dam in such manner as to make the same permanent and safe, or the removal or lowering of said dam to a sufficient extent to remove the menace of the said temporary structure; and,

WHEREAS, it is the opinion of the Engineers of the Reclamation Bureau that the storable water available in said stream and its tributaries for storage in the said Wikiup and Crane Prairie Reservoirs is sufficient to provide a reliable storage supply of about 150,000 acre feet in the Wikiup Reservoir, and about 30,000 acre feet in the Crane Prairie Reservoir, and that probably there will be some years when larger amounts might be stored, but that the availability of storable water in excess of the said 210,000 total acre feet is more or less uncertain and unreliable; and,

WHEREAS, the storage capacity to be constructed by the United States might either be in the form of a reservoir at Wikiup site sufficiently large to store the entire amount of such reliable storage, or may be in the form of the construction of two reservoirs, one at the Wikiup site and the other at the Crane Prairie site; and,

WHEREAS, the Commissioner of the Bureau of Reclamation considers it necessary to the success of the proposed project that some agreement should be reached among the districts interested in the construction of said reservoirs, as to how the available storable water shall be divided between the said reservoirs in the event of such reservoir construction by the United States; and,

WHEREAS, the Central Oregon Irrigation District, the Crook County Improvement District No. 1 and the Arnold Irrigation Districts have requested that the United States construct a permanent dam for the Crane Prairie Reservoir, said construction to be performed under the terms and provisions of the Warren Act, said proposed storage at Crane Prairie Reservoir to be provided for the aforesaid Central Oregon Irrigation District, Arnold Irrigation District and Crook County Improvement District No. 1,

NOW THEREFORE, IT IS HEREBY AGREED that the first and superior right to the storable water of the Deschutes River and its tributaries available for storage in the said Wikiup and Crane Prairie Reservoirs 150,000 acre feet of said first right to storable water shall be allotted for storage in the Wikiup Reservoir if and when constructed by the United States and that 30,000 acre feet thereof shall be allocated and allowed for storage in Crane Prairie Reservoir. That any additional storage capacity which may be provided either in Wikiup Reservoir or Crane Prairie Reservoir shall be allocated only for the purpose of storing surplus storage water under a secondary right as and when such surplus is available in excess of a total of 210,000 acre feet of primary storage right, which is recognized as a first and prior right, and that none of the parties interested in said Crane Prairie Reservoir shall have any right to store water therein in excess of 30,000 acre feet until the said Wikiup

has been filled to a capacity of 180,000 acre feet, during the non-irrigation season, and none of the parties interested in the Wikiup Reservoir shall have any right to store water therein in excess of 180,000 acre feet until the said reconstructed Crane Prairie Reservoir has been filled to a capacity of 30,000 acre feet. Should there in any year be any shortage in the amount of storage water necessary to store 180,000 acre feet in the Wikiup and 30,000 acre feet in the said reconstructed Crane Prairie, then such shortage shall be prorated between the two Reservoirs in the same proportion that 30,000 acre feet is to 180,000 acre feet and in such event, the parties interested in the reconstructed Crane Prairie Reservoir shall have the right to store in that Reservoir one-seventh ($1/7$) of the storable water available in such year of shortage and the parties interested in Wikiup Reservoir shall have the right to store in the Wikiup Reservoir six-sevenths ($6/7$) of the storable water actually available for storage in such year of shortage but the parties interested in said Reservoirs shall have a secondary right to store in any surplus capacity provided in either or both of said Reservoirs and any surplus water storable shall be available in any year for storage purposes as hereinafter allocated.

It is further agreed between the subscribing irrigation districts that the right to the use of the storable water available from the reconstructed Crane Prairie Reservoir shall be divided among the three districts interested in that Reservoir as follows:

That the first 10,500 acre feet of stored water available from such reconstructed Reservoir shall be available for the use of the Crook County Improvement District No. 1; that the next 10,500 acre feet available therefrom shall be for the use of the Arnold Irrigation District; that the balance of the 30,000 acre feet of prior right shall be available for the use of the Central Oregon Irrigation District. In the event that capacity is provided in the reconstructed Crane Prairie Reservoir in excess of 30,000 acre feet primary right, then any surplus stored water which becomes available from water stored during the non-irrigation season shall be divided as follows:

The first 15,000 acre feet of such surplus stored water from water stored during the non-irrigation season or so much thereof as may be stored and available in the Crane Prairie Reservoir shall be divided four-fifths ($4/5$) of such surplus stored water to the Central Oregon Irrigation District; and one-fifth ($1/5$) to the Arnold Irrigation District; that the remainder of any surplus water available shall be allocated and

allowed for storage in the Wikipup Reservoir to the extent needed to fill such Wikipup Reservoir to its capacity.

It is understood that the Central Oregon Irrigation District contemplates the purchase and transfer of the following amounts of old vested irrigation consuming rights to water:

The Clino Falls right and the Odin Falls right for not to exceed in the aggregate, 5,000 acre feet during any irrigation season; and it is agreed that upon the purchase of said right by the Central Oregon Irrigation District and the application of said District for the transfer thereof, the other subscribing districts shall not object to such transfer and if the same is approved by the State Engineer the water supply available from such purchased rights may be stored in any surplus Reservoir capacity available in the Crane Prairie Reservoir provided, however, that such transferred rights shall be stored only in the irrigation season and if stored shall belong to and be for the sole use of the Central Oregon Irrigation District.

It is further agreed that such transferred irrigation rights, if stored, shall not impair the rights to store and to storage water of the Crook County Improvement District No. 1 and/or the Arnold Irrigation District. In no event shall the Central Oregon Irrigation District be permitted to fill its share of storage capacity more than once during any irrigation season.

It is understood and agreed by and between the subscribing irrigation districts that it is desired that the United States Government construct Crane Prairie Reservoir to a capacity of 50,000 acre feet of storage of which Crook County Improvement District No. 1 shall have first right to sufficient water when added to water secured from direct flow to furnish the full amount of water to which said District is entitled but in no event to exceed 17,500 acre feet in the Reservoir. That the second right to storage capacity in said Reservoir shall be used and available for Arnold Irrigation District to the extent of 10,000 acre feet and in addition any portion of the first 17,500 acre feet of storage not actually required in any season by the Crook County Improvement District No. 1.

That the third right to storage capacity in said Reservoir to the extent of 9,000 acre feet shall be available and used for the benefit of the Central Oregon Irrigation District; that the next right to storage capacity in said Reservoir to the extent of 5,000 acre feet shall be allocated and allowed to the Central Oregon Irrigation District for transferred irrigation rights. That the balance of said Reservoir, amounting to 15,000 acre feet shall be divided between the Arnold Irrigation District and the

Central Oregon Irrigation District, one-fifth to Arnold and four-fifths to Central Oregon Irrigation District.

It is agreed by all the subscribing districts which are to share in the primary storage right in the Wildup Reservoir and the reconstructed Crane Prairie Reservoir that the cost of eliminating the conflicting power rights which would interfere with storage irrigation and the use of water for irrigation by the subscribing irrigation districts shall be divided among the several districts which are entitled to share in the primary storage rights in the same proportion that such Districts are entitled to such primary storage rights.

That Central Oregon Irrigation District further agrees that the Government and the Jefferson Water Conservancy District may divert from the Deschutes River above the North Canal Dam of the Central Oregon Irrigation District, the water to which the Jefferson Water Conservancy District may be entitled without any payment to the Central Oregon Irrigation District, for the use of such diversion dam; and if desired may enlarge the North Canal and Pilot Butte Canal of the Central Oregon Irrigation District for a distance of approximately three miles from diversion point to such extent as may be required to carry the water allocated for the Jefferson Water Conservancy District and may use the additional capacity added to said canals by such enlargement without any payment to the Central Oregon Irrigation District provided that the capacity now available to the said Central Oregon Irrigation District in said canals which is hereby declared to be 750 second feet is in no way impaired or reduced by such enlargement or use by the Jefferson Water Conservancy District and further provided that the Central Oregon Irrigation District shall not be required to pay any part of the cost of enlargement of such canals and further provided that such enlargement shall be made in such a manner as not to increase any seepage loss in said canals.

It is further agreed that after such enlargement of said North Canal and Pilot Butte Canal and after the use of such enlargement by or for the Jefferson Water Conservancy District has begun, then costs of operation and maintenance of such enlarged sections of said North canal and Pilot Butte Canal and the North Canal Dam shall be divided between the three districts using the same, in proportion to the amount of water transported for each of said districts.

It is understood by all the subscribing districts that the Deschutes County Municipal Improvement District desires to apply to the United States for 10,000 acre feet of secondary storage out of any capacity which may be provided by the United States

in the Wikiup Reservoir in excess of 180,000 acre feet and said Districts agree that they will not object to the allocation of such storage capacity to the said Deschutes County Municipal Improvement District.

It is further agreed that the Central Oregon Irrigation District now holds title to certain rights for the use of water in generating power for pumping and creation of electrical energy at Cline Falls, the Central Oregon Irrigation District herewith covenants and agrees that it will not make any claim to said rights for electrical power or for pumping for irrigation during the non-irrigation season and further covenants and agrees that it will never apply for a transfer in the place or character of use of either of said rights for power for pumping or generating electrical energy from the present place and character of use. In the event of the acquisition by the Central Oregon Irrigation District of the power rights and pumping rights at Odin Falls, and the elimination of all power rights at Cline Falls, the Central Oregon Irrigation District agrees to abandon all of said power and pumping rights at Cline Falls and Odin Falls provided the aforesaid Crane Prairie Reservoir is reconstructed in substantial accordance with the provisions of this agreement.

It is further agreed that the Central Oregon Irrigation District will pay 25/50ths of Crook County Improvement District No. 1 100/50ths, and Arnold Irrigation District shall pay 13 1/2/50ths, of the cost of providing Crane Prairie storage, and the Central Oregon Irrigation District further agrees that should either of the other two districts which are to share in the rights of Crane Prairie Reservoir fail to make their agreed payments to the United States, that the Central Oregon Irrigation District shall make such payment to the United States for the said Arnold Irrigation District or Crook County District Improvement No. 1 and shall thereupon be entitled to any and all water stored for the defaulting districts during the period of such default or in case the water be not used by the Central Oregon Irrigation District, said District shall not waive any rights to collect such sums from such defaulting districts.

It is agreed between the subscribing districts that any existing direct flow right of the Jefferson Water Conservancy District after April 1st or before November 1st of each year shall be prior and superior to all storage rights in Crane Prairie and likewise exact for transferred consuming rights of Central Oregon Irrigation District in an amount to not exceed 5,000 acre feet.

IN WITNESS WHEREOF the parties hereto have hereunto set
their hands and seals the day year first above written.

CENTRAL ORANGE IRRIGATION DISTRICT

By Edna C. Kier
President

By J. L. Shively
Secretary

(corporate seal)

SEFFERTON LAKE CONSERVANCY DISTRICT

By Robert J. Turner
President

By Cecil Porter
Secretary

(corporate seal)

ARROYO IRRIGATION DISTRICT

By J. A. Lighthill
President

By D. C. Shure
Secretary

(corporate seal)

BROOK COUNTY IMPROVEMENT DISTRICT NO. 1

By Claude Butler
President

By Frank J. Corwin
Secretary

**UNITED STATES
DEPARTMENT
OF THE INTERIOR**

Bureau of Reclamation

Amendatory Repayment Contract

Between

**THE UNITED STATES OF AMERICA
AND THE NORTH UNIT IRRIGATION DISTRICT**

Deschutes Project, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Deschutes Project, Oregon
AMENDATORY REPAYMENT CONTRACT

THIS AMENDATORY CONTRACT, made this 13th day of February, 1954, by and between THE UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of the Interior, and pursuant to the Federal Reclamation Laws, and the NORTH UNIT IRRIGATION DISTRICT (formerly known as the Jefferson Water Conservancy District), an irrigation district organized and existing under and by virtue of the laws of the State of Oregon, hereinafter referred to as the District,

Explanatory Recitals

WITNESSETH, THAT:

2. WHEREAS, under the authority of the Federal Reclamation Laws, the United States is constructing the irrigation project in the State of Oregon, known as the Deschutes Project; and
3. WHEREAS, the United States and the District, acting pursuant to the Federal Reclamation Laws, entered into contracts obligating the District to repay to the United States the costs of constructing the North Unit of the project; and
4. WHEREAS, the District, as the duly authorized representative of the water users, desires to enter into an amendatory contract to secure the benefits of the Reclamation Project Act of 1939 (53 Stat. 1187) and to supersede the existing contracts; and
5. WHEREAS, the Secretary has determined that in his judgment the provisions of this amendatory contract will provide a fair and equitable treatment of the repayment problem of the water users of the Deschutes Project and will be in keeping with the general purposes of the Reclamation Project Act of 1939;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

Definitions

6. The following terms hereinafter used in this contract shall have the following respective meanings:

(a) "Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

(b) "Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof or supplementary thereto, including without limitation by this enumeration the Reclamation Project Act of 1939 (53 Stat. 1187) and the act authorizing the execution of this contract.

(c) "Reserved works" shall mean Wickiup Dam and Reservoir located in townships 21 and 22 south, ranges 8 and 9 east, Willamette Meridian.

(d) "Transferred works" shall mean all of the irrigation works, exclusive of the reserved works, in connection with the project, all or any part of which may hereafter be transferred to the District for operation and maintenance.

(e) "Government-District contracts" shall mean, collectively, the contract between the District and the United States dated January 4, 1938, as supplemented and amended by the contracts dated June 5, 1945, September 5, 1945, and October 26, 1949.

(f) "Project" shall mean all the lands within the jurisdiction of the District and all the irrigation works constructed or to be constructed to serve those lands, whether constructed by the United States or otherwise.

Contract Scope and Term

7. This contract supercedes and takes the place of the Government-District contacts. Except as to provisions of the Government-District contracts which have been fully executed prior to the date of this contract, which shall remain unaffected hereby, the Government-District contracts shall remain effective only to the extent expressly provided in this contract. This contract shall become effective upon the date of its execution by the Secretary, after approval by the Congress in accordance with Section 7 of the Reclamation Project Act of 1939.

Description and Cost of Project Works

8. (a) The United States has constructed or will construct the following principal works to serve the lands within the District:

(1) Wickiup Dam and Reservoir, located on the Deschutes River, having an active storage capacity in excess of 180,000 acre-feet,

(2) The North Unit Main Canal, consisting of the necessary structures, tunnels, flumes, wasteways, and related works to regulate and carry the project water supply from the Deschutes River to the project lands,

(3) Laterals and sublaterals heretofore built by the United States for delivery of water to project lands,

(4) Telephone lines, buildings, operating roads, river channelization work, gaging stations, and all facilities and structures required in connection with the construction, operation and maintenance of the project,

(5) Haystack Dam and regulating reservoir located in sections 26, 27, 34 and 35, township 12 south, range 13 east, Willamette Meridian, to have an active storage capacity of approximately 6,500 acre-feet,

all as determined by the United States to be necessary for irrigation service to approximately 59,000 acres of irrigable lands within the District. The project works, except for Haystack Dam and regulating reservoir, are substantially completed, and the United States, within the limit of the District's maximum obligation and subject to the provisions of this contract, shall complete the remaining work.

(b) The estimated construction cost of the works described in (a) of this article is \$14,000,000, including \$1,600,000 as the estimated cost of Haystack Dam and reservoir. The amount includes the sum of \$1,617,758 which is the agreed cost of value of labor, materials and supplies heretofore provided for construction purposes by the CCC and CPS and is to be deducted from the reimbursable repayment obligation. This amount also includes funded operation and maintenance charges and amounts expended and estimated to be expended by the United States in connection with the land classification, economic and related studies, and the negotiations in connection with this contract. This amount does not include the costs of \$515,304.15 associated with providing an alternate source of power to replace existing and potential power production affected by the operation of the project storage works.

The District's Construction Charge Obligation

9. (a) Of the total estimated construction costs set forth in article 8, the sum of \$12,130,000, including \$1,600,000 as the estimated cost of the construction of Haystack Dam and reservoir, is hereby established as the District's maximum construction charge obligation to the United States on account of construction expenditures made or to be made by the United States and funded water delivery cost deficits under and in connection with the Government-District contracts and this contract, this sum being exclusive of the sums of

(1) \$1,617,758 as the nonreimbursable cost of labor, materials and supplies provided by the CCC and CPS,

(2) \$10,678.60 being repaid by the City of Prineville under the contract of June 2, 1952.

(3) \$140,497.05 being contributions received toward construction costs as of December 31, 1952,

(4) \$91,242.67 being miscellaneous revenues accrued to December 31, 1952, and

(5) \$515,304.15 being the costs associated with providing an alternate source of power to replace existing and potential power production affected by the operation of the project storage works.

The maximum construction charge obligation reduced by

(1) Any payments made by the District on account of construction charges prior to the effective date of this contract, including any excess of water rental collections over operation and maintenance costs not otherwise applied against construction costs,

(2) Collections from water users organizations, individuals, or local governmental units on account of construction costs included in determining the District's maximum construction charge obligation, and

(3) The difference, if any, between estimated costs and actual costs, comprises the District's net construction charge obligation under this contract.

(b) There has not been reflected in the District's construction charge obligation any allocation of project costs by reason of benefits from the project to other than irrigation purposes. If allocation of project construction costs on a nonreimbursable basis is authorized by law either in connection with the authorization of this contract or in connection with general changes in the Federal Reclamation Laws, that allocation shall be reflected hereunder by deduction from the unaccrued balance of the District's construction charge obligation as of the date the allocation is made.

(c) Collections from water users organizations, individuals, and local governmental units on account of construction costs not included in determining the District's construction charge obligation will not be credited against the District's construction charge obligation as established under (a) of this article.

(d) The construction charge obligation shall be repaid by the District to the United States in successive annual installments determined as provided in articles 12 and 13.

**District's Construction Charge Obligation To Be
General Obligation; District To Levy Assessments**

10. (a) The obligation of the District to pay the full amount of the construction charge obligation as finally adjusted, is a general obligation of the District, regardless of delinquencies as to particular lands of the District in the payment to the District of assessments and charges.

(b) The District shall cause to be levied and collected all necessary assessments and charges, and will use all of its authority and resources as an irrigation district to make all payments to the United States when due and to meet its other obligations under this contract. The District may elect to levy and collect toll charge for the collection of its construction charge installments.

(c) Should the District be in default at any time in the payment of construction charge installments, the Secretary, by written notice to the District may require the District to levy toll charge for the collection of its construction charge installments from water users in advance of water delivery.

Project Area

11. (a) The classified irrigable land within the project comprises 58,902.8 irrigable acres, all of which are authorized to receive irrigation water pursuant to water rights issued by the State of Oregon and have in the past received water pursuant to such State water rights.

(b) The lands designated as irrigable are obligated to repay the construction charge obligation of the District in accordance with article 12 and on the basis provided in article 13. The designations "Class A" lands and "Class B" lands are made to take account of differences in repayment ability and project benefits by reason of productivity, topography, soil class and other factors.

(c) While the classification of lands as the basis of determining annual installments to be paid hereunder by the District to the United States shall be as above stated, the District may for purposes of assessments and matters of its own internal administration, make adjustments in the basic irrigable area from time to time so long as irrigation service is provided to no more than approximately 59,000 acres and no amendment to the District boundary is required.

(d) The water supply made available under this contract shall be furnished to, and used only on, lands comprising the irrigable area, as this area may be revised from time to time as herein provided, and may further be used for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law.

Determination Of Basic Annual Installments

12. (a) The construction charge obligation of the District, as provided in article 9, shall be repaid by the District to the United States in successive annual installments determined as provided in this article.

(b) The basic annual installment for each year, for the District, under this contract, on account of the District's construction charge obligation, shall be as follows:

(i) Initially, and until the fiftieth year following the year, as announced by the Secretary, in which the project is served by a domestic water system either in accordance with the plan set out in the report entitled "Deschutes Project Domestic Water System, Oregon, 1951" or otherwise provided to the project area, the basic annual installment shall be \$136,500.

(ii) Thereafter, the basic annual installment shall be \$193,800.

The foregoing amounts were determined on the basis of rounded amounts obtained by multiplying the basic irrigable area in the District as shown in (a) of article 11 by \$3.15 (the rate per acre) for Class A lands and by \$1.75 (the rate per acre) as to Class B lands for the initial period, giving an average rate of \$2.75 per acre, with the rates increased to \$4.30 and \$2.90 for the final period, giving an average rate of \$3.90 per acre. The District directors may assess on the basis of a uniform average rate or at their option at any variable rate established pursuant to assessment procedures authorized by law so long as sufficient amounts are collected annually to meet the foregoing basic annual installments as adjusted under the provisions of article 13. Should the District default in the payment of construction charge installments to the United States, the District thereafter, if requested by the Secretary, shall assess on the basis of the foregoing variable rates for each class of lands as adjusted pursuant to the provisions of article 13.

(c) The initial installment shall be for the year 1956. There shall be applied as payment of the installments first coming due the amount of water rental revenues in excess of operation and maintenance costs, which amount, as of December 31, 1952, is approximately \$128,055.37. Payment by the District to the United States for each successive annual installment shall be due and payable one-half on or before April 15 of the year following the year for which it is applicable, and one-half on or before the succeeding June 30. Until the construction charge obligation is paid in full, each of the said annual installments shall be in an amount determined by increasing or decreasing the basic annual installment pursuant to the provisions of article 13 hereof. The last of said installments to be paid by the District shall not exceed the amount necessary to make the total of the installments equal to the District's total construction charge obligation.

(d) Advance payments on account of the construction charge obligation for any lands within the project irrigable area as established in article 11 may be made by the landowner to the District and shall be forwarded by the District to the United States. Appropriate adjustments shall then be made in the assessments or collections by the District from such land for such construction charge obligation so long as such advance payment is equal to such assessment or charge that would otherwise have been levied and collected. Appropriate adjustments shall also be made in the basic annual installment as determined in this article. No such advance payments shall be refunded.

(e) Notwithstanding the above subsections of this Article or Article 13 below, beginning with the irrigation season immediately following the date of enactment of the National Forests, Parks, Public Land, and Reclamation Projects Authorization Act of 2007, the annual installment for each year, for the District, under the Contract, on account of the District's construction charge obligation, shall be a fixed and equal annual amount payable on June 30 of the year following the year for which it is applicable, such that the District's total construction charge obligation shall be completely paid by June 30, 2044.

Adjustment of Annual Installments

13. (a) The basic annual installment on account of the District's construction charge obligation as determined in article 12 for each calendar year shall be subject to increase or decrease as follows:

(1) The maximum irrigable acreage within the District stated in article 11, for the purpose of this article, comprises the "project contract unit."

(2) Each calendar year for which the basic annual installments are to be adjusted wider this article, the Secretary shall determine the "annual returns" and shall determine the "normal returns" for the project contract unit, and shall determine the "parity ratio."

(i) "Annual returns" shall mean the amount of the gross crop returns per acre of the area in cultivation within the project contract unit for any calendar year.

(ii) "Normal returns" shall be determined by taking the weighted average of the annual returns of those ten calendar years of the thirteen-year period including the calendar year for which normal returns are being determined and the twelve calendar years preceding it, in which the annual returns for such years are highest. Until such time as adequate records of annual returns for a full thirteen-year period from all irrigation blocks in the District are available, the normal returns shall be determined by filling out the thirteen-year period by using the appropriate annual returns from the following tabulation:

Year	Area in cultivation in acres	Per acre annual returns in dollars
1942	50,000	\$ 77.24
1943	50,000	102.43
1944	50,000	120.90
1945	50,000	129.29
1946	50,000	162.87
1947	50,000	196.45
1948	50,000	176.31
1949	50,000	203.17
1950	50,000	147.76
1951	50,000	193.10
1952	50,000	167.91

(iii) The "parity ratio" for each calendar year shall be determined as follows:

There shall be determined, (1) for the commodity group "all crops and livestock", the average for the year of the national index of prices received by farmers for the commodity group; (2) the average national parity index; and (3) the ratio of the average national index of prices received by farmers for the commodity group to the average national parity index. Average indexes, as required by this subarticle, will be derived by finding the simple average of the monthly indexes of prices received by farmers for this commodity group and the simple average of the monthly national parity indexes. This ratio shall be the parity ratio for that year.

The national index of prices received by farmers and the national parity index to be used in the foregoing computation shall be those determined by the Secretary of Agriculture under the provisions of Title II of the Agriculture Act of 1948 (Public Law 897, 80th Congress, 2d

Session), as it may be amended from time to time. The commodity group to be used under (iii) above for the foregoing computations may be changed from time to time by the Secretary if a change is requested by the District's board of directors and if the Secretary finds that such a change is justified because the commodities currently being used in those computations no longer are principal or important factors in the agricultural economy of the project contract unit. If the parity prices which are basic to the determination of the parity ratio hereunder cease to be determined officially by the Secretary of Agriculture at any time during the repayment period, the factor of parity ratio shall no longer be applied in determining any installment under this contract.

(3) A determination of the annual and the normal returns and the parity ratio by the Secretary for any calendar year will be on the basis of final figures as nearly as practicable. The Secretary, however, on or before the final assessment date of any year, will on request of the District provide it with an estimate of these factors for that year. In connection with such request, the District will provide the Secretary with a preliminary crop report for the year at least ten days prior to the date upon which the estimate is requested.

(4) Each calendar year for which the basic annual installments are to be adjusted under this article, the Secretary shall determine the percent of normal returns for said year by which the annual returns for that year exceed or are less than the normal returns. For each one percent (1%) or major fraction of one percent (1%), there shall be an increase or decrease, respectively, of two percent (2%) in the installment for that year, as determined under the provisions of article 12, and that sum shall be further increased or decreased by multiplying it by the parity ratio determined under the provisions of this article; provided, that in no event shall the amount of such adjusted installment be less than fifteen percent (15%) or more than one hundred seventy-five percent (175%) of the basic annual installment for that year, as determined under the provisions of article 12. In no event, however, shall the last installment payable by the District under the provisions of article 12 and of this article be in an amount greater than necessary to complete payment of the construction charge obligation under this contract. The Secretary shall notify the District of his determinations under this article on or before March 1 of the calendar year following that for which such determinations are made.

(b) Whenever the construction charge obligation of the District has been reduced to an amount equal to or less than the basic annual installment as provided in article 12, the unaccrued portion shall be paid on the due dates of the next installment without further adjustment under this article.

Project Water Supply

14. (a) The water supply available for irrigation of the lands within the project entitled to receive water and incidental stock and domestic uses and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law, shall comprise all of the water within the rights, both natural flow and storage, acquired and appropriated, or to be acquired and appropriated, for the project for irrigation, stock and domestic uses, and for instream purposes as described above, that becomes available by the operation of the irrigation system, including natural flow rights out of the

Crooked River held by the District. As of the date of this contract, there are in effect, among other water rights, the following withdrawals heretofore made by the State Engineer of the State of Oregon and applications for permits made for the benefit of the project in conformity with the provisions of the laws of the State of Oregon:

Withdrawal order made by John H. Lewis, State Engineer for the State of Oregon, under date of February 28, 1913, and

Withdrawal order made by Charles E. Stricklin, State Engineer for the State of Oregon, under date of November 22, 1934, both in accordance with the provisions of Chapter 87 of the General Laws of Oregon of 1913, in furtherance of the order of the State Water Board of Oregon entered on November 26, 1921, allotting certain waters to the North Unit Irrigation District.

Application for Reservoir Permit No. R-24920, covering the storage of 187,000 acre-feet of water in Wickiup Reservoir.

Application to Appropriate Waters Permit No. 24921 covering the diversion of 1,200 cubic feet per second of the waters of the Deschutes River, a tributary of the Columbia River.

Pursuant to the arrangements made at the time of the filing of the above designated applications for permits, they will be assigned by the District to the United States within one year of the effective date of this contract, or such later time as may be determined by the Secretary, but in no event later than one year after the completion of the final actions in the proceeding in the circuit court of the State of Oregon entitled "In the Matter of the Determination of the Relative Rights to the Use of the Waters of the Deschutes River and its Tributaries, a Tributary of the Columbia River". Until the application for permits are so assigned, the District will take the necessary actions to keep them in full force and effect and the Secretary, at the request of the District, will provide any necessary information or assistance to the District to carry out this obligation. After assignment, the United States will undertake any further actions necessary to complete the application for permits pursuant to the provisions of the laws of the State of Oregon. Nothing contained in this paragraph shall be deemed to foreclose, estop or in any manner deny the right of the United States or the District to seek further permits or to take other appropriate steps to appropriate waters and store waters on behalf of the project.

(b) The project water supply available under this contract includes and is subject to the provisions of the contract between the United States and the Central Oregon Irrigation District of August 5, 1939, and of the contract of January 4, 1938, among the Central Oregon Irrigation District, the Jefferson Water Conservancy District, the Arnold Irrigation District, and the Crook County Improvement District No. 1, as those contracts have been or may be amended; and shall be in keeping with the decree of the circuit court of the State of Oregon for the County of Deschutes, entered on February 10, 1928, as heretofore or hereafter modified, in the proceedings entitled "In the Matter of the Determination of the Relative Rights to the use of Waters of the Deschutes River and its Tributaries, a Tributary of the Columbia River".

(c) All irrigable lands in the project area shall have equal priority as to time with respect to the right to receive water from the project works, regardless of the time when the

particular lands or the District was first supplied with water from the project works, and the distribution of water shall be subject to the provisions of this contract.

(d) In case a dispute arises as to the character, extent, priority or validity of the right of the United States or the District to use the water supply claimed for the project, the District shall promptly bring and diligently prosecute judicial proceedings for the determinations of such dispute and shall take all other measures necessary for the defense and protection of the project water supply, either independently or in cooperation with the United States, when the Secretary in his discretion determines that such proceedings or other measures are desirable. Nothing in this paragraph, however, shall be construed as precluding the United States, either independently or in cooperation with the District, from taking such action in order to protect the project water supply.

(e) The United States or the District does not abandon or relinquish any of the waste, seepage or return-flow waters attributable to the irrigation of the lands to which water is supplied under this contract. All such waters are reserved and intended to be retained for the use and benefit of the United States and the District as a source of supply for the lands of the project. If suitable drainage or return-flow water from any part of the project shall at any time be or become available at points where it can be used on lands of the project, the United States or the District may utilize such water as a part of the supply to which the lands in the District are entitled.

(f) No liability shall accrue against the United States or the District, any of their officers, agents or employees for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the project works or interruptions in water deliveries to lands in the District resulting from drought, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the project works, whether or not attributable to negligence of officers, agents or employees of the United States, or the District, or other causes of whatsoever kind.

Interim Operation Of Project Works

15. (a) The operation and maintenance of the project works, except for the reserved works, is to be taken over by the District at a time to be announced in writing by the Secretary. Until such notice of transfer, the United States shall continue to operate the project works, and the District shall pay, in advance, the costs of such operation and maintenance as herein provided.

(b) Payment shall be made for the operation of the works to be transferred on the basis of annual estimates by the Secretary. These estimates shall be in addition to the cost of operation and maintenance of the reserved works, as provided in article 19. The notice of this annual estimate shall contain an itemized statement of the estimated cost of operation and maintenance of the works to be transferred to be incurred in the following calendar year. This notice shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. The District shall pay the amount stated in the notice on or before the time established in the notice.

(c) Whenever the funds so advanced to operate the works to be transferred to the District will be inadequate, the Secretary may give a supplemental notice, stating therein the amount of additional funds required, and the District shall advance that additional amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the actual cost of operation and maintenance of the works to be transferred to the District for the year for which advanced, the surplus shall be credited on the operation and maintenance charges for the works to be transferred to become due for the next succeeding year.

(d) This article is to be in effect only until such time as the Secretary announces that said works are to be transferred to the District and the District takes over said works in compliance with said notice.

Transferred Works; Care, Operation And Maintenance Thereof

16. (a) At any time after the effective date of this contract, and after consultation with the board of directors of the District, the Secretary may transfer to the District, the care, operation and maintenance of the works defined herein as the transferred works, or any part thereof, but not later than one year after the completion of Haystack Reservoir, or January 1, 1960, whichever happens first. At the time of such transfer, the Secretary shall notify the District of his intention so to transfer to the District and shall furnish an appropriate listing of the works to be transferred.

(b) All equipment and supplies being used by the United States for the operation and maintenance of the works to be transferred and which the Secretary determines, after consultation with the District, will be required for District operation and maintenance may properly be transferred, shall be so transferred. The transfer shall be made, however, only on the making of contractual arrangements satisfactory to the Secretary for payment to the United States, within not to exceed five (5) years from the date of transfer, of that part of the cost of the equipment and supplies involved not theretofore charged to the District.

(c) Upon the works being transferred, the District will accept the care, operation and maintenance of the transferred works, and will continue to care for, operate and maintain the transferred works in such a manner that they will remain in as good and efficient condition and of equal capacity for the carrying and distribution of irrigation water as of the date of the transfer to the District, and will use all proper methods to secure the economical and beneficial use of the irrigation water. The care, operation and maintenance of the transferred works, after transfer to the District, shall be without cost or expense to the United States.

Operation And Maintenance Charges

17. Each year the District shall assess an amount necessary to pay the operation and maintenance of the works of the District, including the reserved works and the transferred works. The assessment to be made hereunder is to be apportioned equally among all lands of the District, and shall include all charges to be made under the terms of this contract, exclusive of the charges for the basic annual installment as provided in article 12 hereof.

Reserve Fund For Operation And Maintenance

18. (a) The District shall establish a reserve fund for operation and maintenance of the transferred works, which fund shall be maintained by the District apart from other District funds in a depository meeting the requirements of the laws of the State of Oregon as to the disposition of irrigation district funds, or may be invested in the United States bonds.

(b) The District shall include in the annual operation and maintenance assessments levied against the water users in the District an annual amount per irrigable acre for the accumulation or replenishment of such reserve fund whenever the fund is an amount less than one-half the average of the past five (5) years' annual costs of operation and maintenance. The annual assessment shall be equal to ten (10) percent of the per acre minimum operation and maintenance charge for that year unless a lesser sum will suffice to establish or replenish the fund.

(c) The fund shall be available only (1) to meet those costs of operation and maintenance of project works which are unusual or extraordinary after advance notice in writing has been given to the Secretary as to a proposed use, and (2) to meet other operation and maintenance costs when the use therefor is approved in advance by the Secretary.

Operation And Maintenance Of Reserved Works

19. (a) The reserved works shall continue to be under the care, operation and maintenance of the United States. The District shall pay to the United States in advance the costs of operating and maintaining the reserved works.

(b) Payment shall be made for each calendar year on the basis of annual estimates made by the Secretary after consultation with the District. The notice of these annual estimates shall contain an itemized statement of the estimated cost of operation and maintenance of the reserved works to be incurred in the following calendar year. The notice shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. The District shall pay the amount stated in the notice on or before the time established therein.

(c) Whenever the funds so advanced will be inadequate to operate and maintain the reserved works, the Secretary may give supplemental notices, stating therein the amount of the additional funds required. If the funds advanced by the District under this article exceed the actual operation and maintenance of the reserved works for the year for which advanced, the surplus shall be credited to the District on charges which are to become due and payable for the succeeding years.

Keeping Transferred Works In Repair; Inspections; Employment Of Manager

20. (a) The District shall promptly make any and all repairs to the transferred works for the proper care, operation and maintenance of the transferred works. No substantial change in any of the transferred works shall be made by the District without first obtaining the written consent of the Secretary.

(b) The Secretary may cause to be made, from time to time, after advance consultation with the District, a reasonable inspection of the transferred works to ascertain that the terms of this contract are being met by the District. Such inspections shall not exceed one a year and the District shall be provided a report of the inspections.

(c) Until the construction charge obligations under this contract have been paid in full, the District shall employ as manager or superintendent a competent irrigation engineer, or other person who has had at least three (3) years' experience as a manager or superintendent in the operation of works similar to the transferred works of the District. The employment of such manager or superintendent shall be subject to the approval of the Secretary. Should the Secretary, after first consulting with the District's board of directors, give notice that any manager or superintendent employed by the District is unsatisfactory in that capacity and provide his reasons therefor, the District will promptly terminate the employment of such person, and will employ one that is satisfactory.

Title Of Project Works

21. Title to the project works, including transferred works, shall remain in the United States until otherwise provided by the Congress.

Minimum Operation And Maintenance Charge To Be Established; Charge For Excess Water

22. (a) The provisions of this article are made with the object, among other things, of encouraging the economical use of water and of distributing the operation and maintenance charges equitably among the lands of the District.

(b) The District, in establishing and collecting its per-acre charges, shall levy a minimum annual operation and maintenance charge against each irrigable acre within the District, and the payment of such minimum charge shall be required whether or not water is used. The amount of water in acre-feet per acre which is to be delivered each year on payment of the minimum annual charge shall be determined by the District, but it shall not exceed two (2) acre-feet. The amount of water, if any, which will be delivered each year in excess of the amount so established shall also be determined by the District after estimating the supply of water to be available for that year for distribution to the lands of the District. For water to be delivered each year in excess of the minimum amounts, the landowners or water users involved shall pay to the District an excess charge as follows:

(1) For the first acre-foot, or fraction thereof, at a rate per acre-foot not less than twenty percent (20%) more than the rate charged per acre-foot for water made available for the year under the annual minimum charge.

(2) For each additional acre-foot, or fraction thereof, at a rate not less than forty percent (40%) more than the rate charged for water made available for the year under the annual minimum charge.

(c) To carry out the provisions of this article, the District shall measure the water delivered to each farm turnout and shall keep individual farm water delivery records. The

excess charge provided for in paragraph (b) of this article shall be computed upon the basis of these water measurements and shall be assessed to and paid by the individual landowners receiving the excess water.

Default: Resumption Of Control Of Transferred Works

23. (a) Should the District, after transfer to the District of the transferred works, default in any manner in the performance of any of the provisions of this contract, and fail to correct the default within sixty (60) days after request in writing by the Secretary so to do, the United States may take over the operation and maintenance of the transferred works. Such operation and maintenance by the United States shall continue until the Secretary determines that all or a part of those works should be retransferred to the District. When such determination is made, written notice thereof, together with the effective date of the retransfer, shall be given to the District; and the District shall accept the operation and maintenance of the portion of the transferred works thus retransferred on the effective date and shall thereafter operate and maintain those works in accordance with this contract.

(b) During any time any of the transferred works are operated and maintained by the United States, the cost of operation and maintenance shall be paid annually in advance by the District to the United States. Such payments shall be on the basis of annual estimates made by the Secretary. Such annual estimates shall contain a statement of the estimated cost of operation and maintenance of the transferred works to be incurred by the United States in the following calendar year. The notice of estimates shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. When the United States takes over initially the operation and maintenance of any part of the transferred works, the Secretary shall give the District immediately:

(1) Notice of the estimated amount of such charge from the time the United States started operating and maintaining the works to the end of that calendar year; and

(2) A notice to cover the following year when the initial taking over occurs after September 1 of any year.

(c) The District shall pay the amounts set out in any such notice on or before the date or dates fixed in the notice, and shall without delay levy whatever special assessments or toll charges are necessary to raise the funds for payment of such mounts.

(d) Whenever the funds so advanced will be inadequate to operate and maintain the works being operated by the United States, the Secretary may give a supplemental notice stating therein the amount of additional funds required, and the District shall advance that amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the actual cost of operation and maintenance for such works for the year for which advanced, the surplus shall be credited on any amounts thereafter to become due from the District.

Computation Of Costs

24. The cost, which makes up the various obligations to be paid by the District to the United States under this contract, shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigation, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all kinds, whether or not involving the negligence of the officers, agents, or employees of the United States.

Penalty For Delinquency In Payment

25. Every installment or charge required to be paid to the United States under this contract and which remains unpaid after it shall become due and payable shall be subject to, and the District shall pay, a penalty at the rate of one-half percent per month from the date of delinquency.

Termination Of Recordable Contracts

26. (a) The termination date of the provisions of the Government-District contracts providing, for the incremental value features of the recordable contracts entered into thereunder between landowners and the District shall be the effective date of this contract. All payments made or to become due to the District on or before that date under those contracts on account of such provisions shall be retained or collected and applied as therein provided.

(b) After the termination date of these contract provisions the Secretary will announce, by an appropriate recordable document, this termination, and will take appropriate steps, by offering for filing in the appropriate county offices, to establish of public record the fact of termination.

All Benefits Conditioned Upon Payment

27. (a) All benefits to the District and to the project landowners under this contract are conditioned upon the payments herein provided being made. Should the District fail to levy the assessments, tolls or other charges against any lands in the District required to be levied to meet the District's obligation to the United States under this contract, or, having levied, should the District be prevented from collecting such assessments, tolls or other charges by any judicial proceedings, or otherwise fail to collect them, such lands shall not be entitled to receive water from the project water supply, and the District, except as otherwise ordered by a court of competent jurisdiction, shall not deliver water to such lands from the project water supply unless and until arrangements for its delivery have been made with the Secretary.

(b) As to any such lands the District is hereby authorized, as the fiscal agent of the United States, to collect whatever charges may be required under the delivery arrangements made as provided in this article. Payment shall be required as a condition precedent to the delivery of water. Collections so made by the District shall be paid promptly to the United States in the manner directed by the Secretary.

(c) No action taken by the Secretary under the provisions of this article shall in any manner relieve the District of the obligation assumed by it under this contract.

No Water To Be Delivered In Case Of Default

28. (a) No water from the project water supply shall be delivered by the United States to or for the District if it is in arrears in the advance payment of operation and maintenance charges owed to the United States, or more than twelve (12) months in arrears in the payment of construction charge obligation installments, or more than twelve (12) months in arrears in the payment of any other amounts owed to the United States under this contract. The District shall refuse to deliver water to lands or parties who are in arrears in the advance payment of operation and maintenance charges due from such lands or parties to the United States or to the District, or to lands or parties who are in arrears for more than twelve (12) months in the payment of amounts due from such lands or parties to the United States or to the District for the construction charge obligation or for any other amounts owed by the District to the United States under this contract. The District may refuse to deliver water to lands or parties who are in arrears in any payments due from such lands or parties to the District.

(b) The United States may enter on the transferred works or any part thereof in possession of the District to shut off water being delivered in violation of the provisions of this article. In the event the United States enters onto the transferred works or any part thereof in possession of the District, neither the United States, nor its officers or employees, shall be liable for any damages resulting directly or indirectly from said entry or any damages that result directly or indirectly from the refusal to deliver water even though water had been theretofore delivered in violation of the provisions of this article.

Lands For Which Water Is Furnished; Limitation On Area

29. (a) The water delivered under the terms of this contract shall be used solely for the distribution by the District to water users for irrigation and domestic uses incidental thereto on lands entitled thereto as provided in article 11 and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law.

(b) The District (and the United States at any time it is operating and maintaining the transferred works) will operate the irrigation system to the end of making available to each irrigable acre of land in the District, during each irrigation season, that quantity of water to which it is entitled.

(c) Pursuant to the provisions of the Federal Reclamation Laws, water made available hereunder shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or other entity, except that if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefore may be furnished temporarily for a period not to exceed five (5) years from the effective date of such acquisition or such longer period as may be approved by the Secretary. In the case of an individual either having stock in two or

more corporations which have title to irrigable lands within the project, or owning irrigable land in his own name and having stock in a corporation or corporations which have irrigable lands within the project, the individual's proportionate stockholdings in such corporation shall be regarded as proportionate interests in the corporations' landholdings for the purposes of the application of the acreage limitation stated in this article. The limitation stated in this subarticle shall cease to operate when the construction charge obligation of the District hereunder to the United States has been paid in full. It shall cease also as to the land in any one ownership when the construction charge obligation hereunder estimated to be allocable to such land, in accordance with applicable state procedures for assessments (exclusive of the possible joint liability of the land which shall continue until the District's construction charge obligation to the United States has been paid in full), has been fully paid to the United States. In the event the Congress changes the excess lands provisions of the Federal Reclamation Laws, the United States will, at the option of the District, negotiate an amendment of this paragraph (c) consistent with such change.

Crop Returns And Census

30. (a) The District shall keep record of all crops raised on lands within the District. The District shall furnish the United States each year a report covering such crops, on or before December 31 of that year.

(b) At such times as the Secretary deems it necessary or desirable, but only after first consulting with the board of directors of the District, the Secretary may cause a special crop census to be taken on all or any part of the lands in the District, but such special census shall not be taken oftener than once each calendar year. Such a census shall be for the purpose of checking the crop reports furnished to the United States by the District and of furnishing an independent source of information as to the agricultural income from the lands in the District. In connection with such a census the Secretary may require information to be given under oath. In the event any water user refuses to give such information when requested to do so by the Secretary's authorized representative, the representative may estimate the crop production and per-acre income of such water user. Estimates so made shall be given the same weight as though based on information furnished under oath by the water user in adjusting the annual sum to be paid by the District under this contract.

Books, Records And Reports

31. (a) The District shall maintain a modern set of books of account, showing all financial transactions of the District, keep such other records as the Secretary may request, and submit such reports based thereon as he may require from time to time.

(b) Subject to applicable Federal laws and regulations, the District, or its proper representative, shall have full and free access at all reasonable times to the project account books and official records of the Bureau of Reclamation relating to the construction, operation and maintenance of the project and the status of the accounts concerning the District's payments of construction and operation and maintenance charges, with the right at any time during office hours to make copies thereof. Subject to applicable state laws and regulations, the proper

representatives of the United States shall have similar rights in respect to the account books and records of the District.

Overhead, Inspection and Other Charges To Be Paid By The District

32. (a) On April 15 of each year, from the effective date of this amendatory contract until the District's construction charge obligation to the United States is repaid in full, the following costs for each calendar year, ending on the preceding December 31, shall be paid:

- (1) The cost of all inspections under the provisions of article 20.
- (2) Cost of any special crop censuses under the provisions of article 30.
- (3) Other direct costs for work performed for the benefit of the District or the project by the United States, which, by the Federal Reclamation Laws, are chargeable to the District.

(b) The first payment under this article shall be due and payable by the District on April 15 of the year following the notice provided in article 16 hereof, and shall cover the calendar year ending the preceding December 31, but the determination of costs hereunder shall not include items of cost that have accrued and for which the District shall have made other arrangements for payment or satisfaction.

Performance Of Work With Contributed Funds

33. (a) At the request of the District, the United States, at its option, pursuant to the Act of March 4, 1921 (41 Stat. 1367, 1404), may perform with funds contributed by the District any construction or maintenance work within the authority of the District but which is not otherwise provided for by this contract. If the United States determines that it will undertake any such work, funds therefor shall be advanced by the District as directed by the Secretary. The advance shall be accompanied by a certified copy of a resolution of the District describing the work to be done and authorizing its performance by the United States with the funds of the District.

(b) After completion of any work so undertaken, the United States shall furnish the District with a statement of the cost of the work done. Any unexpended balance of the funds advanced will be refunded to the District or applied as otherwise directed by the District.

Confirmation Of Contract

34. The execution of this contract shall be authorized or ratified by the qualified electors of the District at an election held for that purpose.

Changes In District Organization

35. While this contract is in effect, no changes shall be made in the District, either by inclusion or exclusion of lands, by partial or total consolidation or merger with another district, by proceedings to dissolve or otherwise, except with the consent of the Secretary evidenced in writing.

Regulations And Determinations Of Fact

36. (a) The Secretary, after consultation with the District, may, so far as the purport thereof may be consistent with the provisions of this contract, make regulations and add to and modify them, as are proper and necessary to carry out the true intent and meaning of this contract, and to supply details of its administration.

(b) In the event the District questions any factual determination made by any representative of the Secretary as required in the administration of this contract, any findings of fact on the facts in dispute thereafter made by the Secretary shall be made only after consultation with the District's board of directors.

Notices

37. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, Bureau of Reclamation, Boise, Idaho, on behalf of the United States, and to the Secretary, North Unit Irrigation District, Madras, Oregon, on behalf of the District. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants For Employment Prohibited

38. The District shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in contracts relating to the performance of this contract. This provision, however, does not refer to, extend to, or cover the activities of the District which are not related to or involved in the performance of this contract.

Contingent On Appropriations or Allotment Of Funds

39. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds shall not, however, relieve the District from any obligations heretofore accrued under this contract, nor give the District the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Successors And Assigns Obligated; Assignments

40. 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 part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not To Benefit

41. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By /s/ Douglas McKay
 Secretary of the Interior

NORTH UNIT IRRIGATION DISTRICT

By /s/ Ben Evick
 President

(SEAL)

Attest: /s/ Harold J. Eidemiller
 Secretary

STATE OF OREGON)
) ss.
County of Jefferson)

On this 13th day of February, 1954, before me, a Notary Public in and for the State of Oregon, personally appeared Ben Evick, President of the North Unit Irrigation District, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 /s/ Ann Landreth
Notary Public for Oregon
My commission expires Sept 3, 1957

(SEAL)

DISTRICT OF COLUMBIA : ss.

I, Harold L. Byrd, a notary public in and for the District of Columbia, do hereby certify that Douglas McKay, Secretary of the Interior, who executed the foregoing contract with the North Unit Irrigation District, dated February 13, 1954, personally appeared before me, the said Douglas McKay being personally known to me as the person who executed the said contract on behalf of the United States of America, and acknowledged the same to be his act and deed.

Given under my hand and seal this 2nd day of September, 1954.

/s/ Harold L. Byrd
Notary Public in and for the
District of Columbia
My commission expires May 14, 1957

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completion of the study and environmental impact statement required under paragraph (1).

(3) SUNSET.—The authority of the Secretary to carry out any provisions of this subsection shall terminate 10 years after the date of the enactment of this section.

(d) NORTH UNIT IRRIGATION DISTRICT.—The Act of August 10, 1954 (68 Stat. 679, chapter 663), is amended—

(1) in the first section—

(A) by inserting “(referred to in this Act as the ‘District’)” after “irrigation district”; and

(B) by inserting “(referred to in this Act as the ‘Contract’)” after “1953”; and

(2) by adding at the end the following:

“SEC. 3. ADDITIONAL TERMS.

“On approval of the District directors and notwithstanding project authorizing legislation to the contrary, the Contract is modified, without further action by the Secretary of the Interior, to include the following modifications:

“(1) In Article 8(a) of the Contract, by deleting ‘a maximum of 50,000’ and inserting ‘approximately 59,000’ after ‘irrigation service to’.

“(2) In Article 11(a) of the Contract, by deleting ‘The classified irrigable lands within the project comprise 49,817.75 irrigable acres, of which 35,773.75 acres are in Class A and 14,044.40 in Class B. These lands and the standards upon which the classification was made are described in the document entitled “Land Classification, North Unit, Deschutes Project, 1953” which is on file in the office of the Regional Director, Bureau of Reclamation, Boise, Idaho, and in the office of the District’ and inserting ‘The classified irrigable land within the project comprises 58,902.8 irrigable acres, all of which are authorized to receive irrigation water pursuant to water rights issued by the State of Oregon and have in the past received water pursuant to such State water rights.’

“(3) In Article 11(c) of the Contract, by deleting ‘, with the approval of the Secretary,’ after ‘District may’, by deleting ‘the 49,817.75 acre maximum limit on the irrigable area is not exceeded’ and inserting ‘irrigation service is provided to no more than approximately 59,000 acres and no amendment to the District boundary is required’ after ‘time so long as’.

“(4) In Article 11(d) of the Contract, by inserting ‘, and may further be used for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law’ after ‘herein provided’.

“(5) By adding at the end of Article 12(d) the following: ‘(e) Notwithstanding the above subsections of this Article or Article 13 below, beginning with the irrigation season immediately following the date of enactment of the National Forests, Parks, Public Land, and Reclamation Projects Authorization Act of 2007, the annual installment for each year, for the District, under the Contract, on account of the District’s construction charge obligation, shall be a fixed and equal annual amount payable on June 30 the year following the year for which it is applicable, such that the District’s total

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construction charge obligation shall be completely paid by June 30, 2044.

"(6) In Article 14(a) of the Contract, by inserting 'and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law,' after 'and incidental stock and domestic uses,' by inserting 'and for instream purposes as described above,' after 'irrigation, stock and domestic uses,' and by inserting 'including natural flow rights out of the Crooked River held by the District' after 'irrigation system'.

"(7) In Article 29(a) of the Contract, by inserting 'and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law' after 'provided in article 11'.

"(8) In Article 34 of the Contract, by deleting 'The District, after the election and upon the execution of this contract, shall promptly secure final decree of the proper State court approving and confirming this contract and decreeing and adjudging it to be a lawful, valid, and binding general obligation of the District. The District shall furnish to the United States certified copies of such decrees and of all pertinent supporting records.' after 'for that purpose.'.

"SEC. 4. FUTURE AUTHORITY TO RENEGOTIATE.

"The Secretary of the Interior (acting through the Commissioner of Reclamation) may in the future renegotiate with the District such terms of the Contract as the District directors determine to be necessary, only upon the written request of the District directors and the consent of the Commissioner of Reclamation."

SEC. 510. REPUBLICAN RIVER BASIN FEASIBILITY STUDY.

(a) AUTHORIZATION OF STUDY.—Pursuant to reclamation laws, the Secretary of the Interior, acting through the Bureau of Reclamation and in consultation and cooperation with the States of Nebraska, Kansas, and Colorado, may conduct a study to—

(1) determine the feasibility of implementing a water supply and conservation project that will—

(A) improve water supply reliability in the Republican River Basin between Harlan County Lake in Nebraska and Milford Lake in Kansas, including areas in the counties of Harlan, Franklin, Webster, and Nuckolls in Nebraska and Jewell, Republic, Cloud, Washington, and Clay in Kansas (in this section referred to as the "Republican River Basin");

(B) increase the capacity of water storage through modifications of existing projects or through new projects that serve areas in the Republican River Basin; and

(C) improve water management efficiency in the Republican River Basin through conservation and other available means and, where appropriate, evaluate integrated water resource management and supply needs in the Republican River Basin; and

(2) consider appropriate cost-sharing options for implementation of the project.

Attachment H

OWRD December 18, 2024 Memo

Deschutes Basin Alternative Pathway for Conservation

Transfer Application for Certificate 51229



Memorandum

TO: Deschutes Basin Board of Control
FROM: Dwight French, OWRD Water Right Services Division Administrator
Kim Fritz-Ogren, OWRD Field Services Division Administrator
Carolyn Sufit, OWRD Central Region Manager
Emelie McKain, OWRD Senior Water Advisor
CC: Confederated Tribes of the Warm Springs, Deschutes River Conservancy
DATE: December 18, 2024
SUBJECT: Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin

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Pathway Description	2
Pathway Implementation Notes	4
Continued Refinement	5
Grant Agreement Language	6
Appendix A: Detailed steps for pathway implementation	7

Introduction

In early 2024 Oregon Water Resources Department "OWRD" issued a memorandum (*Upper Deschutes Water Conservation and Protection Pathways for Irrigation Modernization Projects, January 19, 2024*) describing the available pathways for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects. This document supersedes the January 2024 memorandum.

Since the issuance of the initial memorandum, OWRD has collaborated with all Deschutes basin irrigation districts, Deschutes River Conservancy, Confederated Tribes of the Warm Springs, and other basin partners to increase clarity on the available pathways and refine the district preferred pathway for project implementation. The below procedural steps describe the pathway and associated expectations of all participating parties. This pathway is available under current OWRD authorities for implementation by irrigation modernization projects in the upper Deschutes basin, though its use is not required. Information on the application of this pathway for OWRD specific grant programs is included.

Pathway Description

Reduce Diversion, Diminish Live Flow Water Right Certificate of Conserving District, Permanently Transfer Wickiup Storage Right, and Secure a New Permanent Secondary Use Right of Wickiup Stored Water

Under this pathway, the project proponent completing an irrigation modernization project will reduce its diversion by the proposed amount of water conserved by the project, and in turn, through an interdistrict forbearance agreement, North Unit Irrigation District "NUID" will be able to utilize the water conserved for irrigation purposes during the irrigation season. To ensure environmental benefit in addition to economic and social benefits, NUID will permanently transfer the character of use for its Wickiup Reservoir storage right (to include flow augmentation) in an amount equal to the volume of water conserved by the project, and then release the stored water from Wickiup Reservoir under a secondary use right as flow augmentation to protect it from diversion between Wickiup Reservoir and Lake Billy Chinook.

The following steps describe pathway implementation:

COID/AID/LPID implement a project, resulting in conserved live flow water during the irrigation season. The conserved live flow water is removed from the conserving district certificate and available for diversion by NUID for use as irrigation water during the same irrigation season. This water will be made available in the season immediately following project construction. In the event that the project does not perform as intended in the first season of operation due to construction or operational issues (e.g., leaking pipeline joints, valve failures, etc.), the conserving district will remedy the issues as soon as reasonably practicable, with the deficiency taken into account in determining the amount of water made available for diversion by NUID for use as irrigation water during that same first season of operation.

To ensure availability of the conserved water to NUID, the districts (Arnold Irrigation District "AID", Lone Pine Irrigation District "LPID", Central Oregon Irrigation District "COID", Tumalo Irrigation District "TID", Swalley Irrigation District "SID", North Unit Irrigation District, "NUID") will enter into a forbearance agreement with one another that enables NUID to divert the conserved water out of priority as part of NUID's existing live flow water rights.

NUID will either:

Divert the conserved water at the North Canal Diversion Dam, which is the authorized POD for NUID's live flow water rights, or

The water will be diverted into COID's system, and then delivered to NUID at the Pilot Butte Canal NUID Point of Delivery (hereinafter "PBC NUID-POD"), up to the capacity of the PBC NUID-POD. To the extent that water is delivered via the PBC NUID-POD, NUID will apply for a water right transfer to add the COID diversion and PBC NUID-POD as an authorized point of diversion for its live flow water rights. Once approved, NUID may use this location as an authorized point of diversion.

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The conserving district (except when NUID is the conserving district) will reduce its live flow water right certificate(s) by the conserved water amount committed to in the grant application and confirmed by OWRD, including potentially through a project seepage analysis. The conserving district will diminish its water right certificate(s) by at least an amount that ensures quantifiable water is conserved. The starting point for reduction and volume of water reduced from the certificate will be calculated by OWRD using information from the project proposal, applicable water rights, historical diversion data and recent seepage run data. Certificate reductions for COID and LPID will be concentrated in seasons 2-4 to prevent injury to NUID and ensure water is made available when NUID can divert and put the water to use. Certificate reductions for AID will be concentrated in seasons 2-4, with the ability to extend reductions into season 5, so long as such extended reduction prevents injury to NUID and ensures water is made available when NUID can divert and put the water to use. Certificate reductions by districts other than AID, COID, and LPID shall be subject to further discussion with OWRD. This minimum water right certificate diminishment amount may take into account cumulative conservation amounts across multiple projects. Certificate modification calculations will be led by OWRD and coordinated with the conserving district. OWRD will develop and share a methodology for each district proposing to utilize this pathway. Districts are encouraged to consult with OWRD to conduct pre-application seepage analyses to inform grant applications and increase efficiencies on project completion timelines.

The Department will consult with the districts in developing an approach to measuring, reporting, and accounting for the conserved water being made available to NUID. OWRD will monitor diversion reductions dictated by certificate modifications at the appropriate gage. OWRD will also track the applicable live flow that is available for diversion by NUID at the appropriate gage and, if applicable, through the PBC NUID-POD. Throughout the irrigation season, OWRD will track the conserved water available for diversion by NUID resulting from a project in the Department storage report. At the end of each irrigation season, OWRD will determine the amount of live flow made available for diversion by NUID and determine the volume of water to be released from Wickiup Reservoir as flow augmentation during the defined season of benefit in the OWRD grant proposal following the end of the irrigation season. The Department and the districts recognize that in the event the live flow certificate(s) for the conserving district is curtailed by OWRD, such curtailment will also result in a reduction in the amount of conserved water being made available for diversion by NUID, and a corresponding reduction in the amount of water to be released from Wickiup Reservoir as flow augmentation for the defined season of benefit following the end of the irrigation season in which the live flow curtailment occurred.

For each project by the conserving districts resulting in conserved water made available for diversion by NUID, NUID will complete a permanent transfer of character of use of its storage right to a combination of flow augmentation and irrigation. The volume transferred to the new flow augmentation and irrigation use cannot be modified to another character of use (i.e., purposes for which water is stored) other than instream in the future.

Once the permanent transfer of character of use of its storage right for a particular

increment of conserved water is in place, NUID will further secure a new permanent secondary use right in Wickiup Reservoir for flow augmentation and irrigation totaling up to 100% of the conserved water resulting from the project (i.e., the increment of the storage right that would then have a character of use of flow augmentation and irrigation). This new secondary right shall be conditioned, as proposed in the secondary right application and described in the project proposal, to authorize flow augmentation release only, with the only exception being if OWRD regulation occurs during the irrigation season that makes less conserved water available to NUID for diversion than otherwise intended through the above transactions. This volume will be calculated by OWRD annually. The new resulting secondary use right cannot be transferred to another use other than instream in the future. This prohibition does not preclude a change to the authorized place of use for the irrigation component of the secondary water right consistent with district transfer or other water right transfer processes.

The new secondary use right will be a new secondary use right with a corresponding amount of the original secondary use right canceled. The total secondary use right amount for flow augmentation/irrigation will equal the total storage right amount transferred to flow augmentation/irrigation. NUID will release from Wickiup a volume of water as flow augmentation during the defined season of benefit in the OWRD grant proposal that is equivalent to the volume of conserved water made available for diversion by NUID during the prior irrigation season. The defined season of benefit shall include the period between September 16 through March 31, with the exact schedule for release of water from Wickiup in any given year subject to direction from state and federal fish and wildlife agencies.

The Department will consult with the Confederated Tribes of Warm Springs, a sovereign co-manager of the water resources of the Deschutes Basin, throughout the pathway implementation process described herein to assure that the Department complies with the Confederated Tribes of Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended, particularly with respect to the grant awards and anticipated water right transfers.

Pathway Implementation Notes

Commitments

In order to realize benefits while balancing the need to confirm conserved water, project proponents commit to reducing their diversions by the proposed percentage of water conserved in the irrigation season immediately following project construction. This can result in voluntary diversion reductions while a formal certificate diminishment is in processing at OWRD.

Grant Requirements

Projects are not required to utilize the above described pathway for water conservation and protection. If project proponents propose to utilize a different pathway for conservation and protection of water resulting from a state funded project, it will be scored appropriately in OWRD grant programs.

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Grant requirements for this pathway are listed in the template grant agreement language below. Any exceptions sought to grant requirements will be requested by the grantee to OWRD. Exceptions will be evaluated on a case specific basis and must still achieve the legal protection of water instream.

If the grantee proposes to utilize this pathway and does not uphold the steps and conditions outlined above, then it would be in default of the grant agreement.

Grant Evaluation Guidance

The following describes how the pathway would be evaluated for environmental benefit within OWRD's Water Projects Grants and Loans program.

Category 2: Environmental Benefits

2a. Does the project result in measurable improvements to streamflow?

The option at minimum permanently allocates stored water for flow augmentation protecting it from other out of stream use. The option provides the potential for significant instream benefit for the season defined for flow augmentation in the grant application, depending on the specific amount of water to be conserved. The winter season of benefit does not inherently carry significant risk of withdrawal from the river aside from planned stock runs. Therefore, the applicant could receive *up to high* points for measurable improvements in protected streamflow criteria.

2b. Does the project result in water conservation?

There is measurable reduction to the grantee's diversion post project due to certificate diminishment and NUID's modification of its storage right and its irrigation secondary use rights from storage, assuring that water is conserved because of the project. The applicant could receive *up to exceptional* points for water conservation.

Continued Refinement

The pathway described herein can be implemented within existing authorities. It is acknowledged that as policies and authorities change, this process may be updated in collaboration with participating parties in a public process. Potential updates would prioritize actions that increase permanency of conserved water outcomes proposed, increase transparency, and make water management actions more efficient. OWRD and project proponents will continue to collaborate on potential solutions to remaining challenges.

This pathway relies on interdistrict agreements and forbearance agreements being upheld over time. As staff and managers change there is a need for continued coordination to ensure existing agreements are upheld. The failure to uphold existing agreements by the grantee will result in remedies upon default as dictated by the terms and conditions in the applicable OWRD grant agreement. Interdistrict agreements ensure that the project proponents will reduce their diversions via certificate reductions in exchange for NUID protecting storage volumes equivalent to the volumes of water conserved for use as flow augmentation. Forbearance agreements ensure that all intervening districts will forego the live flow that is made available by the certificate

reduction, and that NUID can divert all the water conserved from the project during the irrigation season. Lastly, transaction costs of transfers resulting from the pathway being implemented have been noted as potentially cost prohibitive. Participating parties will continue to work toward solutions on identified and potential challenges with the pathway implementation.

Grant Agreement Language

The following template language will be used in OWRD grant agreements that propose implementation of the pathway. Template language is developed as of the date of this memorandum and may be updated for specific project needs.

Legal Protection of Conserved Water Instream.

No less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received a copy of the Interdistrict Agreement between the Grantee and North Unit Irrigation District (NUID), a copy of NUID's application to transfer the character of use for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water, and a copy of the application for Grantee water right certificate reduction equal to no less than ## percent of the conserved water. The Grantee's withdrawal from the Interdistrict Agreement with NUID is prohibited and shall be a default under this Agreement. The Final Report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes, and a copy of the new Grantee certificate diminishing the original right for irrigation.

FOR NUID ONLY:

Legal Protection of Water for Flow Augmentation Equivalent to Conserved Water.

A volume of stored water in Wickiup Reservoir equivalent to no less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup Dam to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received Grantee's application to transfer the character of use from irrigation purposes to flow augmentation and irrigation purposes for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water. The Final report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes.

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Appendix A: Detailed Steps for Pathway Implementation

Applicants are to follow the below steps to implement the Upper Deschutes conservation and protection pathway:

Note: NUID only will skip to step 3.

1. Grantee (COID/LPID/AID) does a certificate partial cancellation for the volume of water conserved through a piping project. Districts will, if necessary, also be reducing an additional amount of water/rate that historically had not been used (paper water above their historic diversion).
 - a. Grantee will request OWRD confirmation of volume and starting point for certificate partial cancellation.
 - i. Points of contact for questions: [Jeremy Giffin](#), [Carolyn Sufit](#)
 - b. Application Process: [Affidavit of Voluntary Cancellation of a Water Right Certificate](#)
 - i. Fees: No applicable fees.
 - ii. Points of contact for questions and/or pre-application conference: [Ann Reece](#), [Lisa Jaramillo](#)
 - iii. Estimated application processing timeline: 1+ month
 - c. Submit copy of voluntary cancellation application to [OWRD grants staff](#)
2. Grantee (COID/LPID/AID) submits copy of the forbearance agreement to [OWRD grants staff](#). North Unit Irrigation District then is able to divert water that has been reduced off of the grantee's certificate through an interdistrict forbearance agreement.
 - a. OWRD Process: Watermaster regulation/storage
 - b. Points of contact for questions: [Jeremy Giffin](#), [Carolyn Sufit](#)
 - c. Grantee to submit copy of forbearance agreement to [OWRD grants staff](#)
3. North Unit Irrigation District submits a transfer application for a change in character of use for a volume of its Wickiup storage right equal to the amount it will be able to divert as a result of certificate reductions, or the volume of water conserved under an NUID project. The change of character of use would allow irrigation but add flow augmentation as a use for a specific volume of stored water.
 - a. OWRD Process: Div. 380 [Application for Permanent Water Right Transfer](#)
 - i. Estimated application processing timeline: 12+ months
 - ii. Additional forms that must be submitted with the Transfer Application:
 1. [Evidence of Use Affidavit](#) (and supporting documentation)
 2. [Land Use Information Form](#)
 3. Completed Transfer Application Map
 4. Fees: base transfer fee only.
 - iii. Points of contact for questions and/or pre-application conference: [Sarah Henderson](#), [Corey Courchane](#), [Lisa Jaramillo](#)
 - iv. Claim of [beneficial use](#) must be submitted to OWRD after final order of transfer is issued.
 1. Beneficial use specific questions: [Gerry Clark](#)
 - b. Submit copy of transfer application to [OWRD grants staff](#)

4. North Unit Irrigation District submits new water right application requesting a secondary water right to use stored water for irrigation and flow augmentation. Application is submitted after storage transfer final order is issued (NUID does not need to wait for claim of beneficial use to be submitted).
 - a. OWRD Process: [Application for a Permit to Use Surface Water](#)
 - i. Estimated application processing timeline: 6+ months
 - ii. Note in application:
 1. Check box for expedited review process
 2. Request conditions to ensure flow augmentation releases are upheld.
 3. Request original secondary water right be partially cancelled by the amount of new secondary water right concurrent with new secondary right issuance. See #1 above for process and form requirements.
 - iii. Additional forms that must be submitted with the application requesting a secondary water right to use stored water:
 1. [Land Use Information Form](#)
 2. Legal description of (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.)
 3. Completed Application Map
 4. Evidence that the proposed use of stored water is one of the authorized uses under the primary storage right
 5. Documentary evidence that an agreement has been entered into with the owners of the reservoir for a sufficient interest in the reservoir to impound enough water for the purposes set forth in the application (e.g., a copy of a contract),
 6. Fees: base application fee plus fee associated with volume proposed for use.
 - iv. Points of contact for questions and/or pre-application conference: [Lucinda Vranizan](#), [Katie Ratcliffe](#)
5. Once all steps are completed, grantee submits a copy of NUID new secondary use right and a copy of the partially cancelled district water right to [OWRD grants staff](#).

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Attachment I

Deschutes River Water Right Holders – Multi-District Conserved Water Summary & Forbearance Agreement

Transfer Application for Certificate 51229

DESCHUTES BASIN IRRIGATION DISTRICT CONSERVED WATER FORBEARANCE AGREEMENT

This Deschutes Basin Irrigation District Conserved Water Forbearance Agreement (this **"Agreement"**) is entered into as of December 20, 2024 (the **"Effective Date"**) by North Unit Irrigation District (**"NUID"**), Arnold Irrigation District (**"AID"**), Central Oregon Irrigation District (**"COID"**), Lone Pine Irrigation District (**"LPID"**), Swalley Irrigation District (**"SID"**), and Tumalo Irrigation District (**"TID"**), each a **"District"** and together the **"Districts,"**

RECITALS

A. Each of the Districts is an irrigation district in the State of Oregon organized pursuant to ORS chapter 545, and each delivers irrigation water in the Deschutes Basin in Oregon.

B. The Districts, together with other stakeholders, are responsible for implementing the Deschutes River Basin Habitat Conservation Plan (**"HCP"**), which has been approved by the U.S. Fish and Wildlife Service and National Marine Fisheries Service, with such approvals resulting in incidental take permits issued to the districts pursuant to section 10 of the federal Endangered Species Act. The HCP includes conservation measures that require certain instream flows below Wickiup Reservoir during the wintertime, which is intended to benefit species listed under the Act. These instream flows may be provided for in various ways, including the release of stored water from Wickiup Reservoir, where such water is stored by NUID under a valid NUID storage water right.

C. The Districts each intend to implement irrigation modernization projects for the purpose of conserving water diverted during the irrigation season that would otherwise be lost through evaporation or seepage (each, a **"Conservation Project"**).

D. Meanwhile, the Oregon Water Resources Department (**"OWRD"**) has prepared a superseding memorandum entitled **"Water Conservation and Protection Pathways for Irrigation Modernization Projects in the Upper Deschutes Basin,"** dated December 18, 2024 (the **"OWRD Pathway Memo,"** a copy of which is attached hereto and incorporated herein as Exhibit A), which among other things, details a specific pathway for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects in order to facilitate the release of stored water from Wickiup Reservoir in furtherance of the HCP, as described in Recital B above. Thus, while a Conservation Project could be implemented to shore up a conserving district's supply, enhance instream flows during the irrigation season, enable the release of stored water from Wickiup Reservoir, or serve a combination of these purposes or other purposes, this Agreement is intended to only apply to those Conservation Projects implemented pursuant to the OWRD Pathway Memo or as otherwise agreed to by the Districts. Such a Conservation Project is referred to herein as a **"Pathway Conservation Project."** Whether a particular Conservation Project is to be treated as a Pathway Conservation Project shall be at the sole discretion of the Conserving District, keeping in mind any OWRD grant funding at issue for the particular Conservation Project.

E. Each Pathway Conservation Project will result in the conservation of live flow water during the irrigation season (**"Pathway Conserved Water"**). A Pathway Conservaton

Project may be implemented in phases, such that the total amount of Pathway Conserved Water resulting from each phase may not be realized until the completion of the overall Pathway Conservation Project over time.

F. A District that implements a Pathway Conservation Project (a “**Conserving District**”) will cooperate with the Oregon Water Resources Department (“**OWRD**”) to determine the volume of Conserved Water attributable to the Pathway Conservation Project.

G. To facilitate the release of water from Wickiup Reservoir under NUID’s storage water right and to satisfy conservation measures contained in the HCP, the Districts seek to ensure that Pathway Conserved Water attributable to Pathway Conservation Projects contemplated by this Agreement is made available to NUID for use by NUID during the irrigation season immediately following completion of the Pathway Conservation Project. A detailed description of the Districts’ objectives and the process for accomplishing these objectives is also set forth in the OWRD Pathway Memo. This Agreement is intended to satisfy step 2 in the pathway implementation, as set forth on page 2 of the OWRD Pathway Memo.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual agreements set forth in this Agreement, the Districts agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall be perpetual unless terminated by written consent of all the Districts pursuant to Paragraph 6 below.

2. Notification of Completion of Pathway Conservation Project.

a. Within ten (10) business days of completion of a Pathway Conservation Project, the Conserving District shall provide each of the other Districts and the Watermaster for District 11 (“**Watermaster**”) written notice of completion of the Pathway Conservation Project using the form in attached Exhibit A (“**Notice of Completion of Pathway Conservation Project**”), which is incorporated herein. The Notice of Completion of Pathway Conservation Project shall include the information specified in Exhibit A, including without limitation: (i) a brief description of the Pathway Conservation Project; (ii) the volume of Pathway Conserved Water attributable to the Pathway Conservation Project; and (iii) the total volume of Pathway Conserved Water attributable to the Pathway Conservation Project described in the Notice of Completion of Pathway Conservation Project together with the cumulative volume of Pathway Conserved Water attributable to Pathway Conservation Projects described in all previously submitted Notices of Completion of Pathway Conservation Project (“**Total Pathway Conserved Water**”). As noted in Recital E above, where a Pathway Conservation Project is being implemented in phases over time, the Notice of Completion of Pathway Conservation Project will be based on the completion of the particular phase or phases as of the date of the notice.

b. Within ten (10) business days of receipt of a Notice of Completion of Pathway Conservation Project, each District shall provide to the Watermaster confirmation of receipt of the Notice of Completion of Pathway Conservation Project, including the

volume of Total Pathway Conserved Water, with such confirmation delivered in accordance with Paragraph 7 below.

3. Water Use Forbearance. AD, COID, LPID, SID, and TID agree not to divert for their use, allocate, or otherwise make use of the Total Pathway Conserved Water attributable to Pathway Conservation Projects contemplated by this Agreement.

4. Accounting by OWRD. The Districts intend for the water use forbearance obligation described in Paragraph 3 to be incorporated in accounting maintained by OWRD. A fully executed copy of this Agreement shall be delivered to the Watermaster in accordance with Paragraph 7 below. The Districts agree to work with the Watermaster on an appropriate and accurate accounting of the Total Pathway Conserved Water and the associated water use forbearance to ensure that the objectives of this Agreement are realized. The Districts will meet with the Watermaster in March of each year to discuss and finalize the accounting approach for the upcoming irrigation season. The Districts anticipate that the annual discussion will take into account how the Total Conserved Water will be reflected in OWRD's Deschutes basin storage reports, how the DRIFT model may be used support OWRD's Deschutes basin storage reports, the extent to which anticipated water conditions (such as drought) may need to be reflected in the accounting and forbearance efforts, along with other relevant considerations, all with the goal of transparency, predictability, and ease of implementation in mind.

5. No Forfeiture. Each District enters this Agreement on a voluntary basis, and each District acknowledges that the other Districts are entering this Agreement on a voluntary basis. As such, notwithstanding the voluntary forbearance of water use in Paragraph 3 above, each District recognizes that this Agreement does not preclude or otherwise interfere with each of the other Districts' remaining ready, willing, and able to utilize the full amount of water available under each of the other District's respective water rights.

6. Amendment and Termination. This Agreement may not be amended or terminated except by written agreement of all the Districts. Prior to amendment or termination of this Agreement, notice of the proposed amendment or termination shall be provided to OWRD in accordance with Paragraph 7 below.

7. Notice. Any notice, acknowledgement, or statement given by a District under this Agreement (or by OWRD for acknowledgement purposes as outlined below) shall be in writing and sent by either hand delivery, certified U.S. mail, or email, directed to the street address or email address listed below, or to such other address as the receiving party may designate in writing in a notice given in accordance with this Paragraph 7.

North Unit Irrigation District
Attn: Josh Bailey, Manager
2024 NW Beech Street
Madras, OR 97741
jbailey@northunitid.com

Arnold Irrigation District
Attn: Colin Wills, Manager
19604 Buck Canyon Road
Bend, OR 97702
cwills@arnoldid.com

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
Oregon Water Resources Department Attn: Watermaster, District 11 231 SW Scalehouse Loop, Suite 103 Bend, OR 97702 jeremy.t.giffin@water.oregon.gov	

8. Authority. Each signatory to this Agreement warrants that it has the authority to execute this Agreement on behalf of the District for which it is signing.

9. Counterparts. This Agreement may be executed simultaneously or with separate signature pages and in more than one counterpart, each of which will be deemed an original, and all of which together shall constitute one and the same Agreement.

This Agreement has been signed by the Districts as of the Effective Date.

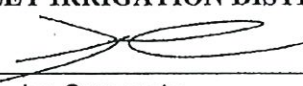
NORTH UNIT IRRIGATION DISTRICT By: <u>Joshua Bailey</u> Name: <u>Joshua Bailey</u> Title: <u>General Manager</u>	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
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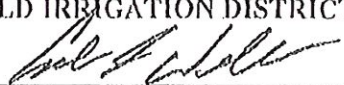
NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By:  Name: <u>Jer Camarata</u> Title: <u>General Manager / Board Secretary</u>
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
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NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By:  Name: <u>Colin Wills</u> Title: <u>District Manager</u>	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

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ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: <u>CHRIS SCHULL</u> Name: <u>C. G. Schull</u> Title: <u>DISTRICT MANAGER</u>
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
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ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By:  Name: <u>CRAIG HORRELL</u> Title: <u>MANAGING DIRECTOR</u>	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Madras, OR 97741 jbailey@northunitid.com	Bend, OR 97702 cwills@arnoldid.com
Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
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NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____	LONE PINE IRRIGATION DISTRICT By: <u>Terry C. Smith</u> Name: <u>Terry C. Smith</u>

Name: _____	Title: <u>Chairman of the Board</u>
Title: _____	

OWRD is not a party to this Agreement. However, by its signature below, for purposes of enabling the Districts to realize the objectives of this Agreement, OWRD acknowledges that it has been provided a copy of this Agreement, is aware of the obligations of the Districts under this Agreement, and interprets this Agreement to be consistent with Oregon water law and OWRD's management policies.

Moreover, in furtherance of enabling the Districts to realize the objectives of this Agreement, the Watermaster will:

(1) upon the Watermaster's receipt of (i) each Notice of Completion of Pathway Conservation Project as described in Paragraph 2.a above and (ii) confirmation from each District of the volume of Total Pathway Conserved Water as described in Paragraph 2.b above, acknowledge each such Notice of Completion of Pathway Conservation Project by countersigning each said notice and delivering to the Conserving District and NUID a copy of the countersigned said notice, in accordance with Paragraph 7 above;

(2) update and maintain OWRD's accounting to incorporate the water use forbearance obligation described in Paragraph 3 above; and

(3) communicate any noncompliance with the water use forbearance obligation described in Paragraph 3 above by providing notice to the Districts in accordance with Paragraph 7 above.

OREGON WATER RESOURCES DEPARTMENT

By: _____
 Printed Name: _____
 Title: Watermaster for District 11

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(2) update and maintain OWRD's accounting to incorporate the water use forbearance obligation described in Paragraph 3 above; and

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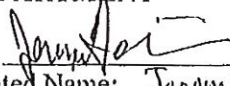
OREGON WATER RESOURCES DEPARTMENT

By: 

Printed Name: Jeremy Giffin

Title: Watermaster for District 11

* The Watermaster will account for and confirm the cumulative Total Conserved Pathway Water for all Pathway Conservation Projects by all Conserving Districts by priority dates and sub-seasons prior to the start of the irrigation season, based on the annual discussion with the Districts in March of each year.

NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	OREGON WATER RESOURCES DEPARTMENT By:  Printed Name: <u>Jeremy Giffen</u> Title: <u>Watermaster for District 11</u>
LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	

**EXHIBIT A
TO
DESCHUTES BASIN IRRIGATION DISTRICT
CONSERVED WATER FORBEARANCE AGREEMENT**

Water Conservation and Protection Pathways for Irrigation Modernization Projects in the Upper
Deschutes Basin," dated December 18, 2024

EXHIBIT A



Memorandum

TO: Deschutes Basin Board of Control
FROM: Dwight French, OWRD Water Right Services Division Administrator
Kim Fritz-Ogren, OWRD Field Services Division Administrator
Carolyn Sufit, OWRD Central Region Manager
Emelie McKain, OWRD Senior Water Advisor
CC: Confederated Tribes of the Warm Springs, Deschutes River
Conservancy
DATE: December 18, 2024
SUBJECT: Water Conservation and Protection Pathway for Irrigation
Modernization Projects in the Upper Deschutes Basin

Contents

Introduction	1
Pathway Description	2
Pathway Implementation Notes	4
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Appendix A: Detailed steps for pathway implementation	7

Introduction

In early 2024 Oregon Water Resources Department "OWRD" issued a memorandum (*Upper Deschutes Water Conservation and Protection Pathways for Irrigation Modernization Projects, January 19, 2024*) describing the available pathways for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects. This document supersedes the January 2024 memorandum.

Since the issuance of the initial memorandum, OWRD has collaborated with all Deschutes basin irrigation districts, Deschutes River Conservancy, Confederated Tribes of the Warm Springs, and other basin partners to increase clarity on the available pathways and refine the district preferred pathway for project implementation. The below procedural steps describe the pathway and associated expectations of all participating parties. This pathway is available under current OWRD authorities for implementation by irrigation modernization projects in the upper Deschutes basin, though its use is not required. Information on the application of this pathway for OWRD specific grant programs is included.

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Pathway Description

Reduce Diversion, Diminish Live Flow Water Right Certificate of Conserving District, Permanently Transfer Wickiup Storage Right, and Secure a New Permanent Secondary Use Right of Wickiup Stored Water

Under this pathway, the project proponent completing an irrigation modernization project will reduce its diversion by the proposed amount of water conserved by the project, and in turn, through an interdistrict forbearance agreement, North Unit Irrigation District "NUID" will be able to utilize the water conserved for irrigation purposes during the irrigation season. To ensure environmental benefit in addition to economic and social benefits, NUID will permanently transfer the character of use for its Wickiup Reservoir storage right (to include flow augmentation) in an amount equal to the volume of water conserved by the project, and then release the stored water from Wickiup Reservoir under a secondary use right as flow augmentation to protect it from diversion between Wickiup Reservoir and Lake Billy Chinook.

The following steps describe pathway implementation:

COID/AID/LPID implement a project, resulting in conserved live flow water during the irrigation season. The conserved live flow water is removed from the conserving district certificate and available for diversion by NUID for use as irrigation water during the same irrigation season. This water will be made available in the season immediately following project construction. In the event that the project does not perform as intended in the first season of operation due to construction or operational issues (e.g., leaking pipeline joints, valve failures, etc.), the conserving district will remedy the issues as soon as reasonably practicable, with the deficiency taken into account in determining the amount of water made available for diversion by NUID for use as irrigation water during that same first season of operation.

To ensure availability of the conserved water to NUID, the districts (Arnold Irrigation District "AID", Lone Pine Irrigation District "LPID", Central Oregon Irrigation District "COID", Tumalo Irrigation District "TID", Swalley Irrigation District "SID", North Unit Irrigation District, "NUID") will enter into a forbearance agreement with one another that enables NUID to divert the conserved water out of priority as part of NUID's existing live flow water rights.

NUID will either:

Divert the conserved water at the North Canal Diversion Dam, which is the authorized POD for NUID's live flow water rights, or

The water will be diverted into COID's system, and then delivered to NUID at the Pilot Butte Canal NUID Point of Delivery (hereinafter "PBC NUID-POD"), up to the capacity of the PBC NUID-POD. To the extent that water is delivered via the PBC NUID-POD, NUID will apply for a water right transfer to add the COID diversion and PBC NUID-POD as an authorized point of diversion for its live flow water rights. Once approved, NUID may use this location as an authorized point of diversion.

EXHIBIT A

The conserving district (except when NUID is the conserving district) will reduce its live flow water right certificate(s) by the conserved water amount committed to in the grant application and confirmed by OWRD, including potentially through a project seepage analysis. The conserving district will diminish its water right certificate(s) by at least an amount that ensures quantifiable water is conserved. The starting point for reduction and volume of water reduced from the certificate will be calculated by OWRD using information from the project proposal, applicable water rights, historical diversion data and recent seepage run data. Certificate reductions for COID and LPID will be concentrated in seasons 2-4 to prevent injury to NUID and ensure water is made available when NUID can divert and put the water to use. Certificate reductions for AID will be concentrated in seasons 2-4, with the ability to extend reductions into season 5, so long as such extended reduction prevents injury to NUID and ensures water is made available when NUID can divert and put the water to use. Certificate reductions by districts other than AID, COID, and LPID shall be subject to further discussion with OWRD. This minimum water right certificate diminishment amount may take into account cumulative conservation amounts across multiple projects. Certificate modification calculations will be led by OWRD and coordinated with the conserving district. OWRD will develop and share a methodology for each district proposing to utilize this pathway. Districts are encouraged to consult with OWRD to conduct pre-application seepage analyses to inform grant applications and increase efficiencies on project completion timelines.

The Department will consult with the districts in developing an approach to measuring, reporting, and accounting for the conserved water being made available to NUID. OWRD will monitor diversion reductions dictated by certificate modifications at the appropriate gage. OWRD will also track the applicable live flow that is available for diversion by NUID at the appropriate gage and, if applicable, through the PBC NUID-POD. Throughout the irrigation season, OWRD will track the conserved water available for diversion by NUID resulting from a project in the Department storage report. At the end of each irrigation season, OWRD will determine the amount of live flow made available for diversion by NUID and determine the volume of water to be released from Wickiup Reservoir as flow augmentation during the defined season of benefit in the OWRD grant proposal following the end of the irrigation season. The Department and the districts recognize that in the event the live flow certificate(s) for the conserving district is curtailed by OWRD, such curtailment will also result in a reduction in the amount of conserved water being made available for diversion by NUID, and a corresponding reduction in the amount of water to be released from Wickiup Reservoir as flow augmentation for the defined season of benefit following the end of the irrigation season in which the live flow curtailment occurred.

For each project by the conserving districts resulting in conserved water made available for diversion by NUID, NUID will complete a permanent transfer of character of use of its storage right to a combination of flow augmentation and irrigation. The volume transferred to the new flow augmentation and irrigation use cannot be modified to another character of use (i.e., purposes for which water is stored) other than instream in the future.

Once the permanent transfer of character of use of its storage right for a particular

EXHIBIT A

increment of conserved water is in place, NUID will further secure a new permanent secondary use right in Wickiup Reservoir for flow augmentation and irrigation totaling up to 100% of the conserved water resulting from the project (i.e., the increment of the storage right that would then have a character of use of flow augmentation and irrigation). This new secondary right shall be conditioned, as proposed in the secondary right application and described in the project proposal, to authorize flow augmentation release only, with the only exception being if OWRD regulation occurs during the irrigation season that makes less conserved water available to NUID for diversion than otherwise intended through the above transactions. This volume will be calculated by OWRD annually. The new resulting secondary use right cannot be transferred to another use other than instream in the future. This prohibition does not preclude a change to the authorized place of use for the irrigation component of the secondary water right consistent with district transfer or other water right transfer processes.

The new secondary use right will be a new secondary use right with a corresponding amount of the original secondary use right canceled. The total secondary use right amount for flow augmentation/irrigation will equal the total storage right amount transferred to flow augmentation/irrigation. NUID will release from Wickiup a volume of water as flow augmentation during the defined season of benefit in the OWRD grant proposal that is equivalent to the volume of conserved water made available for diversion by NUID during the prior irrigation season. The defined season of benefit shall include the period between September 16 through March 31, with the exact schedule for release of water from Wickiup in any given year subject to direction from state and federal fish and wildlife agencies.

The Department will consult with the Confederated Tribes of Warm Springs, a sovereign co-manager of the water resources of the Deschutes Basin, throughout the pathway implementation process described herein to assure that the Department complies with the Confederated Tribes of Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended, particularly with respect to the grant awards and anticipated water right transfers.

Pathway Implementation Notes

Commitments

In order to realize benefits while balancing the need to confirm conserved water, project proponents commit to reducing their diversions by the proposed percentage of water conserved in the irrigation season immediately following project construction. This can result in voluntary diversion reductions while a formal certificate diminishment is in processing at OWRD.

Grant Requirements

Projects are not required to utilize the above described pathway for water conservation and protection. If project proponents propose to utilize a different pathway for conservation and protection of water resulting from a state funded project, it will be scored appropriately in OWRD grant programs.

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Grant requirements for this pathway are listed in the template grant agreement language below. Any exceptions sought to grant requirements will be requested by the grantee to OWRD. Exceptions will be evaluated on a case specific basis and must still achieve the legal protection of water instream.

If the grantee proposes to utilize this pathway and does not uphold the steps and conditions outlined above, then it would be in default of the grant agreement.

Grant Evaluation Guidance

The following describes how the pathway would be evaluated for environmental benefit within OWRD's Water Projects Grants and Loans program.

Category 2: Environmental Benefits

2a. Does the project result in measurable improvements to streamflow?

The option at minimum permanently allocates stored water for flow augmentation protecting it from other out of stream use. The option provides the potential for significant instream benefit for the season defined for flow augmentation in the grant application, depending on the specific amount of water to be conserved. The winter season of benefit does not inherently carry significant risk of withdrawal from the river aside from planned stock runs. Therefore, the applicant could receive *up to high* points for measurable improvements in protected streamflow criteria.

2b. Does the project result in water conservation?

There is measurable reduction to the grantee's diversion post project due to certificate diminishment and NUID's modification of its storage right and its irrigation secondary use rights from storage, assuring that water is conserved because of the project. The applicant could receive *up to exceptional* points for water conservation.

Continued Refinement

The pathway described herein can be implemented within existing authorities. It is acknowledged that as policies and authorities change, this process may be updated in collaboration with participating parties in a public process. Potential updates would prioritize actions that increase permanency of conserved water outcomes proposed, increase transparency, and make water management actions more efficient. OWRD and project proponents will continue to collaborate on potential solutions to remaining challenges.

This pathway relies on interdistrict agreements and forbearance agreements being upheld over time. As staff and managers change there is a need for continued coordination to ensure existing agreements are upheld. The failure to uphold existing agreements by the grantee will result in remedies upon default as dictated by the terms and conditions in the applicable OWRD grant agreement. Interdistrict agreements ensure that the project proponents will reduce their diversions via certificate reductions in exchange for NUID protecting storage volumes equivalent to the volumes of water conserved for use as flow augmentation. Forbearance agreements ensure that all intervening districts will forego the live flow that is made available by the certificate

EXHIBIT A

reduction, and that NUID can divert all the water conserved from the project during the irrigation season. Lastly, transaction costs of transfers resulting from the pathway being implemented have been noted as potentially cost prohibitive. Participating parties will continue to work toward solutions on identified and potential challenges with the pathway implementation.

Grant Agreement Language

The following template language will be used in OWRD grant agreements that propose implementation of the pathway. Template language is developed as of the date of this memorandum and may be updated for specific project needs.

Legal Protection of Conserved Water Instream.

No less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received a copy of the Interdistrict Agreement between the Grantee and North Unit Irrigation District (NUID), a copy of NUID's application to transfer the character of use for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water, and a copy of the application for Grantee water right certificate reduction equal to no less than ## percent of the conserved water. The Grantee's withdrawal from the Interdistrict Agreement with NUID is prohibited and shall be a default under this Agreement. The Final Report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes, and a copy of the new Grantee certificate diminishing the original right for irrigation.

FOR NUID ONLY:

Legal Protection of Water for Flow Augmentation Equivalent to Conserved Water.

A volume of stored water in Wickiup Reservoir equivalent to no less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup Dam to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received Grantee's application to transfer the character of use from irrigation purposes to flow augmentation and irrigation purposes for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water. The Final report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes.

EXHIBIT A

Appendix A: Detailed Steps for Pathway Implementation

Applicants are to follow the below steps to implement the Upper Deschutes conservation and protection pathway:

Note: NUID only will skip to step 3.

1. Grantee (COID/LPID/AID) does a certificate partial cancellation for the volume of water conserved through a piping project. Districts will, if necessary, also be reducing an additional amount of water/rate that historically had not been used (paper water above their historic diversion).
 - a. Grantee will request OWRD confirmation of volume and starting point for certificate partial cancellation.
 - i. Points of contact for questions: Jeremy Giffin, Carolyn Sufit
 - b. Application Process: Affidavit of Voluntary Cancellation of a Water Right Certificate
 - i. Fees: No applicable fees.
 - ii. Points of contact for questions and/or pre-application conference: Ann Reece, Lisa Jaramillo
 - iii. Estimated application processing timeline: 1+ month
 - c. Submit copy of voluntary cancellation application to OWRD grants staff
2. Grantee (COID/LPID/AID) submits copy of the forbearance agreement to OWRD grants staff. North Unit Irrigation District then is able to divert water that has been reduced off of the grantee's certificate through an interdistrict forbearance agreement.
 - a. OWRD Process: Watermaster regulation/storage
 - b. Points of contact for questions: Jeremy Giffin, Carolyn Sufit
 - c. Grantee to submit copy of forbearance agreement to OWRD grants staff
3. North Unit Irrigation District submits a transfer application for a change in character of use for a volume of its Wickiup storage right equal to the amount it will be able to divert as a result of certificate reductions, or the volume of water conserved under an NUID project. The change of character of use would allow irrigation but add flow augmentation as a use for a specific volume of stored water.
 - a. OWRD Process: Div. 380 Application for Permanent Water Right Transfer
 - i. Estimated application processing timeline: 12+ months
 - ii. Additional forms that must be submitted with the Transfer Application:
 1. Evidence of Use Affidavit (and supporting documentation)
 2. Land Use Information Form
 3. Completed Transfer Application Map
 4. Fees: base transfer fee only.
 - iii. Points of contact for questions and/or pre-application conference: Sarah Henderson, Corey Courchane, Lisa Jaramillo
 - iv. Claim of beneficial use must be submitted to OWRD after final order of transfer is issued.
 1. Beneficial use specific questions: Gerry Clark
 - b. Submit copy of transfer application to OWRD grants staff

EXHIBIT A

4. North Unit Irrigation District submits new water right application requesting a secondary water right to use stored water for irrigation and flow augmentation. Application is submitted after storage transfer final order is issued (NUID does not need to wait for claim of beneficial use to be submitted).
 - a. OWRD Process: Application for a Permit to Use Surface Water
 - i. Estimated application processing timeline: 6+ months
 - ii. Note in application:
 1. Check box for expedited review process
 2. Request conditions to ensure flow augmentation releases are upheld.
 3. Request original secondary water right be partially cancelled by the amount of new secondary water right concurrent with new secondary right issuance. See #1 above for process and form requirements.
 - iii. Additional forms that must be submitted with the application requesting a secondary water right to use stored water:
 1. Land Use Information Form
 2. Legal description of (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.)
 3. Completed Application Map
 4. Evidence that the proposed use of stored water is one of the authorized uses under the primary storage right
 5. Documentary evidence that an agreement has been entered into with the owners of the reservoir for a sufficient interest in the reservoir to impound enough water for the purposes set forth in the application (e.g., a copy of a contract),
 6. Fees: base application fee plus fee associated with volume proposed for use.
 - iv. Points of contact for questions and/or pre-application conference: Lucinda Vranizan, Katie Ratcliffe
5. Once all steps are completed, grantee submits a copy of NUID new secondary use right and a copy of the partially cancelled district water right to OWRD grants staff.

EXHIBIT B - Example
 Exhibit B's from COID, SID, Lone Pine
 and AID should be signed by January 31,
 2025. Tables listing expected water by
 District attached after this Exhibit B.

EXHIBIT B
TO
DESCHUTES BASIN IRRIGATION DISTRICT
CONSERVED WATER FORBEARANCE AGREEMENT

Form of Notice of Completion of Pathway Conservation Project

Received by
 OWRD
 Jan 22, 2025

North Unit Irrigation District, Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, Swalley Irrigation District, and Tumalo Irrigation District are parties to that certain Deschutes Basin Irrigation District Conserved Water Forbearance Agreement dated effective as of December 20, 2024 (the "**Forbearance Agreement**"). Capitalized terms used, but not otherwise defined in this Notice of Completion of Pathway Conservation Project shall have the meanings ascribed to them in the Forbearance Agreement.

By delivery of this Notice of Completion of Pathway Conservation Project in accordance with the Forbearance Agreement, the Conserving District hereby notifies the Watermaster and the Districts of completion of a Pathway Conservation Project. As provided in Paragraph 2.a of the Forbearance Agreement, each District shall confirm receipt of this Notice of Pathway Conservation Project and the volume of Total Conserved Water. Further, upon receipt of this Notice of Completion of Pathway Conservation Project and confirmation from the Districts of the volume of Total Pathway Conserved Water, the Watermaster shall countersign this Notice of Completion of Pathway Conservation Project and deliver a copy of the countersigned said notice to the Conserving District and NUID.

Notice Date:	
Conserving District:	
Name of Pathway Conservation Project:	
Conserving District's Water Right Certificates:	certificate no. _____; priority date _____ certificate no. _____; priority date _____ certificate no. _____; priority date _____
Conserved Water from Pathway Conservation Project:	_____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____
Total Conserved Pathway Water (including each Pathway Conservation Project by the Conserving District, by priority date)*	_____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____

* The Watermaster will account for and confirm the cumulative Total Conserved Pathway Water for all Pathway Conservation Projects by all Conserving Districts by priority dates and sub-seasons prior to the start of the irrigation season, based on the annual discussion with the Districts in March of each year.

NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	OREGON WATER RESOURCES DEPARTMENT By: _____ Printed Name: _____ Title: Watermaster for District 11
LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	

1/17/2025

Middle Deschutes Districts Forbearance Water to NUID

District	Priority	S1	S2	S3	S4	S5	Volume	Projects Included	Notes
SID	1899	0.713	0.954	1.8	0.954	0.713	581.16	SID Main Phase 7	SID participating 1/9/2025 email and meeting 1/14. Affidavit in development
COID	1900	0	55.668	55.668	55.668	0	16864.06	SPP, Smith Rock King Way, J&L G&G2	COID meeting 1/15/2025. Affidavit in development
COID	1907	0	0	0	0	0	0.00	No changes to this priority	None of 1907 priority in forbearance or cancellation
LPID	1900	0	7.280	7.280	7.280	0.000	2205.40	Main Canal, 2 winter construction	Rates finalized, affidavit of partial cancellation signed, submitted
AID	1905	0	20.550	20.550	20.550	2.850	6411.57	Main Phase 1 and Phase 2	Rates finalized, affidavit of partial cancellation signed, submitted
NUID	1913	5.3	5.300	5.300	5.300	5.300	2245.72	NUID segment 1-2	No affidavits of partial cancellation but volume included in character of use transfer
		6.013	89.752	90.598	89.752	8.863	28307.91	Current max total	Forbearance Agreement Exhibit B's expected by January 31, 2025

AID also reducing non-project water in season 3: 26.107 cfs

submitted with affidavit, not part of forbearance

COID also reducing non-project water in season 2-4: 29.663 cfs

non-project reduction to 1900, will be itemized in affidavit, not part of forbearance

Seasons	Period	Days
S1	1-Apr 30-Apr	30
S2	1-May 14-May	14
S3	15-May 14-Sep	123
S4	15-Sep 30-Sep	16
S5	1-Oct 31-Oct	31

1/21/2025

Middle Deschutes Districts Forbearance Water to NUID

District	Priority	S1	S1 AF	S2	S2 AF	S3	S3 AF	S4	S4 AF	S5	S5 AF	Volume	Projects Included	Notes
SID	1899	0.713	42.35	0.954	26.44	1.800	438.37	0.954	30.22	0.713	43.76	581.16	SID Main Phase 7	As of 1/9/25 email from Jer and meeting on 01/14/2025
COD	1900	0.000	0.00	55.668	1543.12	55.668	13557.38	55.668	1763.56	0.000	0.00	16864.06	SPP, Smith Rock-King Way, J&L, G&G2	Numbers as of meeting on 01/15/2025
COD	1907	0.000	0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.000	0.00	0.00	COD not conserving 1907	Not deducting from 1907
LPID	1900	0.000	0.00	7.280	201.80	7.280	1772.97	7.280	230.63	0.000	0.00	2205.40	Main Canal, 2 winter construction	Rates finalized, affidavit of partial cancellation submitted
AID	1905	0.000	0.00	20.550	570.64	20.550	5013.52	20.550	652.17	2.850	175.24	6411.57	Main Phase 1 and Phase 2	Rates finalized, affidavit of partial cancellation submitted (April 1905 priority)
NUID	1913	5.300	314.82	5.300	146.92	5.300	1290.76	5.300	167.90	5.300	325.31	2245.72	NUID segment 1-2	Does not include CW-102 lease water 302 AF, no affidavits of partial cancellation
		6.013		89.752		90.598		89.752		8.863		28307.91	Current max total	
			357.17		2488.92		22073.01		2844.48		544.32	28307.91		

AID also reducing non-project water in season 3:
COD also reducing non-project water in season 2-4:

26.107 cfs
13.445 cfs

Seasons	Period		Days
S1	1-Apr	30-Apr	30
S2	1-May	14-May	14
S3	15-May	14-Sep	123
S4	15-Sep	30-Sep	16
S5	1-Oct	31-Oct	31

14597 -

Attachment F

Relevant Government Entity Notification Letters

Transfer Application for Certificate 51229



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Best Best & Krieger, LLP
Representing: Conf. Tribes of Warm Springs
Attn: Alison Toivola
360 SW Bond Street, Ste 400
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN CONFEDERATED TRIBES OF WARM SPRINGS JURISDICTION

We are notifying you of our intent to complete a character of use permanent transfer for North Unit Irrigation District's storage water right for Wickiup Reservoir (certificate 51229, with a 1913 priority date). The transfer will add a flow augmentation character of use to a specific volume of storage water equal to the amount of conserved water provided by large piping and water conservation projects which have already been completed by Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, and Swalley Irrigation District or are under construction this winter. The character of use transfer will account for up to 28,307.91 acre-feet of conserved water passing from these Districts to North Unit – as well as North Unit's own conserved water (included in total). This transfer will add flow augmentation as a character of use for the specified volume of Wickiup storage water but will not remove irrigation as a character of use from the original storage water right. An additional secondary right application to use the flow augmentation water is to follow.

The water saved from piping and conservation projects in the more senior irrigation districts will be passed to North Unit with a forbearance agreement and with an associated permanent reduction in the water right certificates of the conserving districts. This water can be picked up by North Unit in exchange for an equal volume in release of water from Wickiup Reservoir (calculated annually to assure reliability). Using this pathway for water conservation projects will reduce North Unit's reliance on Wickiup Reservoir. Winter releases of water from Wickiup Reservoir are closely tied to winter flow benchmarks that must be met under the Habitat Conservation Plan between the Deschutes Basin Board of Control and the US Fish and Wildlife Service for the ESA listed Oregon spotted frog (anadromous fish are also covered in the HCP for specific streams). This conserved water pathway is crucial to assuring North Unit still has access to irrigation water since they are the most junior irrigation district using water from the Deschutes River.

If you have any questions regarding the proposed application, or are interested in receiving additional information, please contact me at the number or email listed below.

Sincerely,

Genevieve Hubert
Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office), (541) 771-0760 (mobile)
gen@deschutesriver.org



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

City of Bend
710 NW Wall Street
Bend, OR 97703

RE: PROPOSED CHARACTER OF USE WATER TRANSFER POTENTIALLY IN YOUR JURISDICTION

We are notifying you of our intent to complete a character of use permanent transfer for North Unit Irrigation District's storage water right for Wickiup Reservoir (certificate 51229, with a 1913 priority date). The transfer will add a flow augmentation character of use to a specific volume of storage water equal to the amount of conserved water provided by large piping and water conservation projects which have already been completed by Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, and Swalley Irrigation District or are under construction this winter. The character of use transfer will account for up to 28,307.91 acre-feet of conserved water passing from these Districts to North Unit – as well as North Unit's own conserved water (included in total). This transfer will add flow augmentation as a character of use for the specified volume of Wickiup storage water but will not remove irrigation as a character of use from the original storage water right. An additional secondary right application to use the flow augmentation water is to follow.

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Sincerely,

Genevieve Hubert
Senior Program Manager
Deschutes River Conservancy
(541) 382 – 4077, x116 (office)
gen@deschutesriver.org

14597 - -



DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Conf. Tribes of Warm Springs
Attn: Fish & Wildlife Committee
PO Box 1299
Warm Springs, OR 97761

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Deschutes County Planning Dept.
117 NW Lafayette Ave.
Bend, OR 97703

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Oregon Department of Fish and Wildlife
Attn: Bend Deschutes Watershed District Office
61374 Parrell Road
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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DESCHUTES RIVER
CONSERVANCY

January 17, 2025

Bureau of Reclamation
Attn: David Weidinger, Bend Field Office Manager
1375 SE Wilson Ave, Suite 100
Bend, OR 97702

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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DESCHUTES RIVER
CONSERVANCY

January 17, 2025

USDA Forest Service

Attn: Holly Jewkes, Forest Supervisor; Bill Munro, Natural Resources; Jason Gritzner, Watershed Program Manager
63095 Deschutes Market Rd.
Bend, OR 97701

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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DESCHUTES RIVER
CONSERVANCY

January 17, 2025

U.S. Fish and Wildlife Service
Attn: Bend Field Office – Deschutes Basin Habitat Conservation Plan
63095 Deschutes Market Rd.
Bend, OR 97701

RE: PROPOSED CHARACTER OF USE WATER TRANSFER IN YOUR JURISDICTION

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Attachment G

NUID – Bureau of Reclamation Agreements and PL110-229-
May 8, 2008 allowing change of character of use when
related to water conservation

Transfer Application for Certificate 51229

EXHIBIT A

THIS AGREEMENT, Made this 4th day of January, 1936, pursuant to an act of Congress known as the Reclamation Act and acts amendatory thereof and an act known as the Warren Act, between the undersigned irrigation districts located in the valley of the Deschutes River and its tributaries in the State of Oregon and duly organized as irrigation districts under the laws of the State of Oregon, **WITNESSETH:**

WHEREAS, Congress has appropriated \$450,000.00 for the purpose of beginning construction of the Deschutes Project in the State of Oregon; and,

WHEREAS, the said funds are available for beginning the construction of a reservoir or reservoirs located on the Deschutes River or its tributaries; and,

WHEREAS, surveys and investigations have been made for a proposed reservoir of from 180,000 to 209,000 acre feet located at the site known as the Wikiup site, and also the construction or reconstruction of a proposed reservoir known as the Crane Prairie Reservoir; and,

WHEREAS, the undersigned districts are interested in securing stored water, if possible, from one or the other of the proposed reservoirs; and,

WHEREAS, the Secretary of Interior approved as to form a proposed contract with the Jefferson Water Conservancy District, providing for the construction of a canal system for the said district, and the construction of a reservoir at the said proposed Wikiup site to a capacity from 180,000 to 209,000 acre feet; and,

WHEREAS, a temporary dam has been constructed at the Crane Prairie Reservoir site, and the Central Oregon Irrigation District, Crook County Improvement District No. 1, and the Arnold Irrigation District have used for several years past the stored water made available by the said temporary dam, but have secured no permanent rights to the reservoir site from the United States, and have not as yet cleared the standing timber from the said reservoir site; and,

WHEREAS, the temporary dam creating the said Crane Prairie Reservoir is in such condition that the officers of the United States consider the same to be a menace to the proposed Wikiup Reservoir, and are unwilling to proceed with the construction of the Wikiup Reservoir until some satisfactory agreement has been reached among the interested parties, either providing for the reconstruction of the said temporary dam in such manner as to make the same permanent and safe, or the removal or lowering of said dam to a sufficient extent to remove the menace of the said temporary structure; and,

WHEREAS, it is the opinion of the Engineers of the Reclamation Bureau that the storable water available in said stream and its tributaries for storage in the said Wikiup and Crane Prairie Reservoirs is sufficient to provide a reliable storage supply of about 180,000 acre feet in the Wikiup Reservoir, and about 30,000 acre feet in the Crane Prairie Reservoir, and that probably there will be some years when larger amounts might be stored, but that the availability of storable water in excess of the said 210,000 total acre feet is more or less uncertain and unreliable; and,

WHEREAS, the storage capacity to be constructed by the United States might either be in the form of a reservoir at Wikiup site sufficiently large to store the entire amount of such reliable storage, or may be in the form of the construction of two reservoirs, one at the Wikiup site and the other at the Crane Prairie site; and,

WHEREAS, the Commissioner of the Bureau of Reclamation considers it necessary to the success of the proposed project that some agreement should be reached among the districts interested in the construction of said reservoirs, as to how the available storable water shall be divided between the said reservoirs in the event of such reservoir construction by the United States; and,

WHEREAS, the Central Oregon Irrigation District, the Crook County Improvement District No. 1 and the Arnold Irrigation Districts have requested that the United States construct a permanent dam for the Crane Prairie Reservoir, said construction to be performed under the terms and provisions of the Warren Act, said proposed storage at Crane Prairie Reservoir to be provided for the aforesaid Central Oregon Irrigation District, Arnold Irrigation District and Crook County Improvement District No. 1,

NOW THEREFORE, IT IS HEREBY AGREED that the first and superior right to the storable water of the Deschutes River and its tributaries available for storage in the said Wikiup and Crane Prairie Reservoirs 180,000 acre feet of said first right to storable water shall be allotted for storage in the Wikiup Reservoir if and when constructed by the United States and that 30,000 acre feet thereof shall be allocated and allowed for storage in Crane Prairie Reservoir. That any additional storage capacity which may be provided either in Wikiup Reservoir or Crane Prairie Reservoir shall be allocated only for the purpose of storing surplus storage water under a secondary right as and when such surplus is available in excess of a total of 210,000 acre feet of primary storage right, which is recognized as a first and prior right, and that none of the parties interested in said Crane Prairie Reservoir shall have any right to store water therein in excess of 30,000 acre feet until the said Wikiup

has been filled to a capacity of 180,000 acre feet, during the non-irrigation season, and none of the parties interested in the Wikiup Reservoir shall have any right to store water therein in excess of 180,000 acre feet until the said reconstructed Crane Prairie Reservoir has been filled to a capacity of 30,000 acre feet. Should there in any year be any shortage in the amount of storage water necessary to store 180,000 acre feet in the Wikiup and 30,000 acre feet in the said reconstructed Crane Prairie, then such shortage shall be prorated between the two Reservoirs in the same proportion that 30,000 acre feet is to 180,000 acre feet and in such event, the parties interested in the reconstructed Crane Prairie Reservoir shall have the right to store in that Reservoir one-seventh ($1/7$) of the storable water available in such year of shortage and the parties interested in Wikiup Reservoir shall have the right to store in the Wikiup Reservoir six-sevenths ($6/7$) of the storable water actually available for storage in such year of shortage but the parties interested in said Reservoirs shall have a secondary right to store in any surplus capacity provided in either or both of said Reservoirs and any surplus water storable shall be available in any year for storage purposes as hereinafter allocated.

It is further agreed between the subscribing irrigation districts that the right to the use of the storable water available from the reconstructed Crane Prairie Reservoir shall be divided among the three districts interested in that Reservoir as follows:

That the first 10,500 acre feet of stored water available from such reconstructed Reservoir shall be available for the use of the Crook County Improvement District No. 1; that the next 10,500 acre feet available therefrom shall be for the use of the Arnold Irrigation District; that the balance of the 30,000 acre feet of prior right shall be available for the use of the Central Oregon Irrigation District. In the event that capacity is provided in the reconstructed Crane Prairie Reservoir in excess of 30,000 acre feet primary right, then any surplus stored water which becomes available from water stored during the non-irrigation season shall be divided as follows:

The first 15,000 acre feet of such surplus stored water from water stored during the non-irrigation season or so much thereof as may be stored and available in the Crane Prairie Reservoir shall be divided four-fifths ($4/5$) of such surplus stored water to the Central Oregon Irrigation District; and one-fifth ($1/5$) to the Arnold Irrigation District; that the remainder of any surplus water available shall be allocated and

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allowed for storage in the Wiliup Reservoir to the extent needed to fill such Wiliup Reservoir to its capacity.

It is understood that the Central Oregon Irrigation District contemplates the purchase and transfer of the following amounts of old vested irrigation consuming rights to water:

The Pine Falls right and the Odin Falls right for not to exceed in the aggregate, 5,000 acre feet during any irrigation season; and it is agreed that upon the purchase of said right by the Central Oregon Irrigation District and the application of said District for the transfer thereof, the other subscribing districts shall not object to such transfer and if the same is approved by the State Engineer the water supply available from such purchased rights may be stored in any surplus Reservoir capacity available in the Crane Prairie Reservoir provided, however, that such transferred rights shall be stored only in the irrigation season and if stored shall belong to and be for the sole use of the Central Oregon Irrigation District.

It is further agreed that such transferred irrigation rights, if stored, shall not impair the rights to store and to storage water of the Crook County Improvement District No. 1 and/or the Arnold Irrigation District. In no event shall the Central Oregon Irrigation District be permitted to fill its share of storage capacity more than once during any irrigation season.

It is understood and agreed by and between the subscribing irrigation districts that it is desired that the United States Government construct Crane Prairie Reservoir to a capacity of 50,000 acre feet of storage of which Crook County Improvement District No. 1 shall have first right to sufficient water when added to water secured from direct flow to furnish the full amount of water to which said District is entitled but in no event to exceed 17,500 acre feet in the Reservoir. That the second right to storage capacity in said Reservoir shall be used and available for Arnold Irrigation District to the extent of 10,000 acre feet and in addition any portion of the first 17,500 acre feet of storage not actually required in any season by the Crook County Improvement District No. 1.

That the third right to storage capacity in said Reservoir to the extent of 9,000 acre feet shall be available and used for the benefit of the Central Oregon Irrigation District; that the next right to storage capacity in said Reservoir to the extent of 5,000 acre feet shall be allocated and allowed to the Central Oregon Irrigation District for transferred irrigation rights. That the balance of said Reservoir, amounting to 15,000 acre feet shall be divided between the Arnold Irrigation District and the

Central Oregon Irrigation District, one-fifth to Arnold and four-fifths to Central Oregon Irrigation District.

It is agreed by all the subscribing districts which are to share in the primary storage right in the Winkup Reservoir and the reconstructed Crane Prairie Reservoir that the cost of eliminating the conflicting power rights which would interfere with storage irrigation and the use of water for irrigation by the subscribing irrigation districts shall be divided among the several districts which are entitled to share in the primary storage rights in the same proportion that such Districts are entitled to such primary storage rights.

That Central Oregon Irrigation District further agrees that the Government and the Jefferson Water Conservancy District may divert from the Deschutes River above the North Canal Dam of the Central Oregon Irrigation District, the water to which the Jefferson Water Conservancy District may be entitled without any payment to the Central Oregon Irrigation District, for the use of such diversion dam; and if desired may enlarge the North Canal and Pilot Butte Canal of the Central Oregon Irrigation District for a distance of approximately three miles from diversion point to such extent as may be required to carry the water allocated for the Jefferson Water Conservancy District and may use the additional capacity added to said canals by such enlargement without any payment to the Central Oregon Irrigation District provided that the capacity now available to the said Central Oregon Irrigation District in said canals which is hereby declared to be 750 second feet is in no way impaired or reduced by such enlargement or use by the Jefferson Water Conservancy District and further provided that the Central Oregon Irrigation District shall not be required to pay any part of the cost of enlargement of such canals and further provided that such enlargement shall be made in such a manner as not to increase any seepage loss in said canals.

It is further agreed that after such enlargement of said North Canal and Pilot Butte Canal and after the use of such enlargement by or for the Jefferson Water Conservancy District has begun, then costs of operation and maintenance of such enlarged sections of said North canal and Pilot Butte Canal and the North Canal Dam shall be divided between the three districts using the same, in proportion to the amount of water transported for each of said districts.

It is understood by all the subscribing districts that the Deschutes County Municipal Improvement District desires to apply to the United States for 10,000 acre feet of secondary storage out of any capacity which may be provided by the United States

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in the Winkup Reservoir in excess of 182,000 acre feet and said Districts agree that they will not object to the allocation of such storage capacity to the said Deschutes County Municipal Improvement District.

It is further agreed that the Central Oregon Irrigation District now holds title to certain rights for the use of water in generating power for pumping and creation of electrical energy at Cline Falls, the Central Oregon Irrigation District herewith covenants and agrees that it will not make any claim to said rights for electrical power or for pumping for irrigation during the non-irrigation season and further covenants and agrees that it will never apply for a transfer in the place or character of use of either of said rights for power for pumping or generating electrical energy from the present place and character of use. In the event of the acquisition by the Central Oregon Irrigation District of the power rights and pumping rights at Odin Falls, and the elimination of all power rights at Cline Falls, the Central Oregon Irrigation District agrees to abandon all of said power and pumping rights at Cline Falls and Odin Falls provided the aforesaid Crane Prairie Reservoir is reconstructed in substantial accordance with the provisions of this agreement.

It is further agreed that the Central Oregon Irrigation District will pay 25/50ths; Crook County Improvement District No. 1 100/50ths, and Arnold Irrigation District shall pay 13 1/2/50ths, of the cost of providing Crane Prairie storage, and the Central Oregon Irrigation District further agrees that should either of the other two districts which are to share in the rights of Crane Prairie Reservoir fail to make their agreed payments to the United States, that the Central Oregon Irrigation District shall make such payment to the United States for the said Arnold Irrigation District or Crook County District Improvement No. 1 and shall thereupon be entitled to any and all water stored for the defaulting districts during the period of such default or in case the water be not used by the Central Oregon Irrigation District, said District shall not waive any rights to collect such sums from such defaulting Districts.

It is agreed between the subscribing districts that any existing direct flow right of the Jefferson Water Conservancy District after April 1st or before November 1st of each year shall be prior and superior to all storage rights in Crane Prairie and likewise except for transferred consuming rights of Central Oregon Irrigation District in an amount to not exceed 5,000 acre feet.

IN WITNESS WHEREOF the parties hereto have hereunto set
their hands and seals the day year first above written.

CENTRAL ORANGE IRRIGATION DISTRICT

By Wm. C. Kiser
President

By J. L. Gively
Secretary

(corporate seal)

JEFFERSON WATER CONSERVANCY DISTRICT

By Howard J. Furness
President

By Secil Porter
Secretary

(corporate seal)

ARJOCO IRRIGATION DISTRICT

By J. A. Lighthill
President

By D. B. Stuart
Secretary

(corporate seal)

BROOK COUNTY IMPROVEMENT DISTRICT NO. 1

By Claude Butler
President

By Frank J. Corwin
Secretary

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**UNITED STATES
DEPARTMENT
OF THE INTERIOR**

Bureau of Reclamation

Amendatory Repayment Contract

Between

**THE UNITED STATES OF AMERICA
AND THE NORTH UNIT IRRIGATION DISTRICT**

Deschutes Project, Oregon

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

Deschutes Project, Oregon

AMENDATORY REPAYMENT CONTRACT

THIS AMENDATORY CONTRACT, made this 13th day of February, 1954, by and between THE UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of the Interior, and pursuant to the Federal Reclamation Laws, and the NORTH UNIT IRRIGATION DISTRICT (formerly known as the Jefferson Water Conservancy District), an irrigation district organized and existing under and by virtue of the laws of the State of Oregon, hereinafter referred to as the District,

Explanatory Recitals

WITNESSETH, THAT:

2. WHEREAS, under the authority of the Federal Reclamation Laws, the United States is constructing the irrigation project in the State of Oregon, known as the Deschutes Project; and

3. WHEREAS, the United States and the District, acting pursuant to the Federal Reclamation Laws, entered into contracts obligating the District to repay to the United States the costs of constructing the North Unit of the project; and

4. WHEREAS, the District, as the duly authorized representative of the water users, desires to enter into an amendatory contract to secure the benefits of the Reclamation Project Act of 1939 (53 Stat. 1187) and to supersede the existing contracts; and

5. WHEREAS, the Secretary has determined that in his judgment the provisions of this amendatory contract will provide a fair and equitable treatment of the repayment problem of the water users of the Deschutes Project and will be in keeping with the general purposes of the Reclamation Project Act of 1939;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

Definitions

6. The following terms hereinafter used in this contract shall have the following respective meanings:

(a) "Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

(b) "Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof or supplementary thereto, including without limitation by this enumeration the Reclamation Project Act of 1939 (53 Stat. 1187) and the act authorizing the execution of this contract.

(c) "Reserved works" shall mean Wickiup Dam and Reservoir located in townships 21 and 22 south, ranges 8 and 9 east, Willamette Meridian.

(d) "Transferred works" shall mean all of the irrigation works, exclusive of the reserved works, in connection with the project, all or any part of which may hereafter be transferred to the District for operation and maintenance.

(e) "Government-District contracts" shall mean, collectively, the contract between the District and the United States dated January 4, 1938, as supplemented and amended by the contracts dated June 5, 1945, September 5, 1945, and October 26, 1949.

(f) "Project" shall mean all the lands within the jurisdiction of the District and all the irrigation works constructed or to be constructed to serve those lands, whether constructed by the United States or otherwise.

Contract Scope and Term

7. This contract supercedes and takes the place of the Government-District contracts. Except as to provisions of the Government-District contracts which have been fully executed prior to the date of this contract, which shall remain unaffected hereby, the Government-District contracts shall remain effective only to the extent expressly provided in this contract. This contract shall become effective upon the date of its execution by the Secretary, after approval by the Congress in accordance with Section 7 of the Reclamation Project Act of 1939.

Description and Cost of Project Works

8. (a) The United States has constructed or will construct the following principal works to serve the lands within the District:

(1) Wickiup Dam and Reservoir, located on the Deschutes River, having an active storage capacity in excess of 180,000 acre-feet,

(2) The North Unit Main Canal, consisting of the necessary structures, tunnels, flumes, wasteways, and related works to regulate and carry the project water supply from the Deschutes River to the project lands,

(3) Laterals and sublaterals heretofore built by the United States for delivery of water to project lands,

(4) Telephone lines, buildings, operating roads, river channelization work, gaging stations, and all facilities and structures required in connection with the construction, operation and maintenance of the project,

(5) Haystack Dam and regulating reservoir located in sections 26, 27, 34 and 35, township 12 south, range 13 east, Willamette Meridian, to have an active storage capacity of approximately 6,500 acre-feet,

all as determined by the United States to be necessary for irrigation service to approximately 59,000 acres of irrigable lands within the District. The project works, except for Haystack Dam and regulating reservoir, are substantially completed, and the United States, within the limit of the District's maximum obligation and subject to the provisions of this contract, shall complete the remaining work.

(b) The estimated construction cost of the works described in (a) of this article is \$14,000,000, including \$1,600,000 as the estimated cost of Haystack Dam and reservoir. The amount includes the sum of \$1,617,758 which is the agreed cost of value of labor, materials and supplies heretofore provided for construction purposes by the CCC and CPS and is to be deducted from the reimbursable repayment obligation. This amount also includes funded operation and maintenance charges and amounts expended and estimated to be expended by the United States in connection with the land classification, economic and related studies, and the negotiations in connection with this contract. This amount does not include the costs of \$515,304.15 associated with providing an alternate source of power to replace existing and potential power production affected by the operation of the project storage works.

The District's Construction Charge Obligation

9. (a) Of the total estimated construction costs set forth in article 8, the sum of \$12,130,000, including \$1,600,000 as the estimated cost of the construction of Haystack Dam and reservoir, is hereby established as the District's maximum construction charge obligation to the United States on account of construction expenditures made or to be made by the United States and funded water delivery cost deficits under and in connection with the Government-District contracts and this contract, this sum being exclusive of the sums of

(1) \$1,617,758 as the nonreimbursable cost of labor, materials and supplies provided by the CCC and CPS,

(2) \$10,678.60 being repaid by the City of Prineville under the contract of June 2, 1952.

(3) \$140,497.05 being contributions received toward construction costs as of December 31, 1952,

(4) \$91,242.67 being miscellaneous revenues accrued to December 31, 1952, and

(5) \$515,304.15 being the costs associated with providing an alternate source of power to replace existing and potential power production affected by the operation of the project storage works.

The maximum construction charge obligation reduced by

(1) Any payments made by the District on account of construction charges prior to the effective date of this contract, including any excess of water rental collections over operation and maintenance costs not otherwise applied against construction costs,

(2) Collections from water users organizations, individuals, or local governmental units on account of construction costs included in determining the District's maximum construction charge obligation, and

(3) The difference, if any, between estimated costs and actual costs, comprises the District's net construction charge obligation under this contract.

(b) There has not been reflected in the District's construction charge obligation any allocation of project costs by reason of benefits from the project to other than irrigation purposes. If allocation of project construction costs on a nonreimbursable basis is authorized by law either in connection with the authorization of this contract or in connection with general changes in the Federal Reclamation Laws, that allocation shall be reflected hereunder by deduction from the unaccrued balance of the District's construction charge obligation as of the date the allocation is made.

(c) Collections from water users organizations, individuals, and local governmental units on account of construction costs not included in determining the District's construction charge obligation will not be credited against the District's construction charge obligation as established under (a) of this article.

(d) The construction charge obligation shall be repaid by the District to the United States in successive annual installments determined as provided in articles 12 and 13.

**District's Construction Charge Obligation To Be
General Obligation; District To Levy Assessments**

10. (a) The obligation of the District to pay the full amount of the construction charge obligation as finally adjusted, is a general obligation of the District, regardless of delinquencies as to particular lands of the District in the payment to the District of assessments and charges.

(b) The District shall cause to be levied and collected all necessary assessments and charges, and will use all of its authority and resources as an irrigation district to make all payments to the United States when due and to meet its other obligations under this contract. The District may elect to levy and collect toll charge for the collection of its construction charge installments.

(c) Should the District be in default at any time in the payment of construction charge installments, the Secretary, by written notice to the District may require the District to levy toll charge for the collection of its construction charge installments from water users in advance of water delivery.

Project Area

11. (a) The classified irrigable land within the project comprises 58,902.8 irrigable acres, all of which are authorized to receive irrigation water pursuant to water rights issued by the State of Oregon and have in the past received water pursuant to such State water rights.

(b) The lands designated as irrigable are obligated to repay the construction charge obligation of the District in accordance with article 12 and on the basis provided in article 13. The designations "Class A" lands and "Class B" lands are made to take account of differences in repayment ability and project benefits by reason of productivity, topography, soil class and other factors.

(c) While the classification of lands as the basis of determining annual installments to be paid hereunder by the District to the United States shall be as above stated, the District may for purposes of assessments and matters of its own internal administration, make adjustments in the basic irrigable area from time to time so long as irrigation service is provided to no more than approximately 59,000 acres and no amendment to the District boundary is required.

(d) The water supply made available under this contract shall be furnished to, and used only on, lands comprising the irrigable area, as this area may be revised from time to time as herein provided, and may further be used for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law.

Determination Of Basic Annual Installments

12. (a) The construction charge obligation of the District, as provided in article 9, shall be repaid by the District to the United States in successive annual installments determined as provided in this article.

(b) The basic annual installment for each year, for the District, under this contract, on account of the District's construction charge obligation, shall be as follows:

(i) Initially, and until the fiftieth year following the year, as announced by the Secretary, in which the project is served by a domestic water system either in accordance with the plan set out in the report entitled "Deschutes Project Domestic Water System, Oregon, 1951" or otherwise provided to the project area, the basic annual installment shall be \$136,500.

(ii) Thereafter, the basic annual installment shall be \$193,800.

The foregoing amounts were determined on the basis of rounded amounts obtained by multiplying the basic irrigable area in the District as shown in (a) of article 11 by \$3.15 (the rate per acre) for Class A lands and by \$1.75 (the rate per acre) as to Class B lands for the initial period, giving an average rate of \$2.75 per acre, with the rates increased to \$4.30 and \$2.90 for the final period, giving an average rate of \$3.90 per acre. The District directors may assess on the basis of a uniform average rate or at their option at any variable rate established pursuant to assessment procedures authorized by law so long as sufficient amounts are collected annually to meet the foregoing basic annual installments as adjusted under the provisions of article 13. Should the District default in the payment of construction charge installments to the United States, the District thereafter, if requested by the Secretary, shall assess on the basis of the foregoing variable rates for each class of lands as adjusted pursuant to the provisions of article 13.

(c) The initial installment shall be for the year 1956. There shall be applied as payment of the installments first coming due the amount of water rental revenues in excess of operation and maintenance costs, which amount, as of December 31, 1952, is approximately \$128,055.37. Payment by the District to the United States for each successive annual installment shall be due and payable one-half on or before April 15 of the year following the year for which it is applicable, and one-half on or before the succeeding June 30. Until the construction charge obligation is paid in full, each of the said annual installments shall be in an amount determined by increasing or decreasing the basic annual installment pursuant to the provisions of article 13 hereof. The last of said installments to be paid by the District shall not exceed the amount necessary to make the total of the installments equal to the District's total construction charge obligation.

(d) Advance payments on account of the construction charge obligation for any lands within the project irrigable area as established in article 11 may be made by the landowner to the District and shall be forwarded by the District to the United States. Appropriate adjustments shall then be made in the assessments or collections by the District from such land for such construction charge obligation so long as such advance payment is equal to such assessment or charge that would otherwise have been levied and collected. Appropriate adjustments shall also be made in the basic annual installment as determined in this article. No such advance payments shall be refunded.

(e) Notwithstanding the above subsections of this Article or Article 13 below, beginning with the irrigation season immediately following the date of enactment of the National Forests, Parks, Public Land, and Reclamation Projects Authorization Act of 2007, the annual installment for each year, for the District, under the Contract, on account of the District's construction charge obligation, shall be a fixed and equal annual amount payable on June 30 of the year following the year for which it is applicable, such that the District's total construction charge obligation shall be completely paid by June 30, 2044.

Adjustment of Annual Installments

13. (a) The basic annual installment on account of the District's construction charge obligation as determined in article 12 for each calendar year shall be subject to increase or decrease as follows:

(1) The maximum irrigable acreage within the District stated in article 11, for the purpose of this article, comprises the "project contract unit."

(2) Each calendar year for which the basic annual installments are to be adjusted wider this article, the Secretary shall determine the "annual returns" and shall determine the "normal returns" for the project contract unit, and shall determine the "parity ratio."

(i) "Annual returns" shall mean the amount of the gross crop returns per acre of the area in cultivation within the project contract unit for any calendar year.

(ii) "Normal returns" shall be determined by taking the weighted average of the annual returns of those ten calendar years of the thirteen-year period including the calendar year for which normal returns are being determined and the twelve calendar years preceding it, in which the annual returns for such years are highest. Until such time as adequate records of annual returns for a full thirteen-year period from all irrigation blocks in the District are available, the normal returns shall be determined by filling out the thirteen-year period by using the appropriate annual returns from the following tabulation:

Year	Area in cultivation in acres	Per acre annual returns in dollars
1942	50,000	\$ 77.24
1943	50,000	102.43
1944	50,000	120.90
1945	50,000	129.29
1946	50,000	162.87
1947	50,000	196.45
1948	50,000	176.31
1949	50,000	203.17
1950	50,000	147.76
1951	50,000	193.10
1952	50,000	167.91

(iii) The "parity ratio" for each calendar year shall be determined as follows:

There shall be determined, (1) for the commodity group "all crops and livestock", the average for the year of the national index of prices received by farmers for the commodity group; (2) the average national parity index; and (3) the ratio of the average national index of prices received by farmers for the commodity group to the average national parity index. Average indexes, as required by this subarticle, will be derived by finding the simple average of the monthly indexes of prices received by farmers for this commodity group and the simple average of the monthly national parity indexes. This ratio shall be the parity ratio for that year.

The national index of prices received by farmers and the national parity index to be used in the foregoing computation shall be those determined by the Secretary of Agriculture under the provisions of Title II of the Agriculture Act of 1948 (Public Law 897, 80th Congress, 2d

Session), as it may be amended from time to time. The commodity group to be used under (iii) above for the foregoing computations may be changed from time to time by the Secretary if a change is requested by the District's board of directors and if the Secretary finds that such a change is justified because the commodities currently being used in those computations no longer are principal or important factors in the agricultural economy of the project contract unit. If the parity prices which are basic to the determination of the parity ratio hereunder cease to be determined officially by the Secretary of Agriculture at any time during the repayment period, the factor of parity ratio shall no longer be applied in determining any installment under this contract.

(3) A determination of the annual and the normal returns and the parity ratio by the Secretary for any calendar year will be on the basis of final figures as nearly as practicable. The Secretary, however, on or before the final assessment date of any year, will on request of the District provide it with an estimate of these factors for that year. In connection with such request, the District will provide the Secretary with a preliminary crop report for the year at least ten days prior to the date upon which the estimate is requested.

(4) Each calendar year for which the basic annual installments are to be adjusted under this article, the Secretary shall determine the percent of normal returns for said year by which the annual returns for that year exceed or are less than the normal returns. For each one percent (1%) or major fraction of one percent (1%), there shall be an increase or decrease, respectively, of two percent (2%) in the installment for that year, as determined under the provisions of article 12, and that sum shall be further increased or decreased by multiplying it by the parity ratio determined under the provisions of this article; provided, that in no event shall the amount of such adjusted installment be less than fifteen percent (15%) or more than one hundred seventy-five percent (175%) of the basic annual installment for that year, as determined under the provisions of article 12. In no event, however, shall the last installment payable by the District under the provisions of article 12 and of this article be in an amount greater than necessary to complete payment of the construction charge obligation under this contract. The Secretary shall notify the District of his determinations under this article on or before March 1 of the calendar year following that for which such determinations are made.

(b) Whenever the construction charge obligation of the District has been reduced to an amount equal to or less than the basic annual installment as provided in article 12, the unaccrued portion shall be paid on the due dates of the next installment without further adjustment under this article.

Project Water Supply

14. (a) The water supply available for irrigation of the lands within the project entitled to receive water and incidental stock and domestic uses and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law, shall comprise all of the water within the rights, both natural flow and storage, acquired and appropriated, or to be acquired and appropriated, for the project for irrigation, stock and domestic uses, and for instream purposes as described above, that becomes available by the operation of the irrigation system, including natural flow rights out of the

Crooked River held by the District. As of the date of this contract, there are in effect, among other water rights, the following withdrawals heretofore made by the State Engineer of the State of Oregon and applications for permits made for the benefit of the project in conformity with the provisions of the laws of the State of Oregon:

Withdrawal order made by John H. Lewis, State Engineer for the State of Oregon, under date of February 28, 1913, and

Withdrawal order made by Charles E. Stricklin, State Engineer for the State of Oregon, under date of November 22, 1934, both in accordance with the provisions of Chapter 87 of the General Laws of Oregon of 1913, in furtherance of the order of the State Water Board of Oregon entered on November 26, 1921, allotting certain waters to the North Unit Irrigation District.

Application for Reservoir Permit No. R-24920, covering the storage of 187,000 acre-feet of water in Wickiup Reservoir.

Application to Appropriate Waters Permit No. 24921 covering the diversion of 1,200 cubic feet per second of the waters of the Deschutes River, a tributary of the Columbia River.

Pursuant to the arrangements made at the time of the filing of the above designated applications for permits, they will be assigned by the District to the United States within one year of the effective date of this contract, or such later time as may be determined by the Secretary, but in no event later than one year after the completion of the final actions in the proceeding in the circuit court of the State of Oregon entitled "In the Matter of the Determination of the Relative Rights to the Use of the Waters of the Deschutes River and its Tributaries, a Tributary of the Columbia River". Until the application for permits are so assigned, the District will take the necessary actions to keep them in full force and effect and the Secretary, at the request of the District, will provide any necessary information or assistance to the District to carry out this obligation. After assignment, the United States will undertake any further actions necessary to complete the application for permits pursuant to the provisions of the laws of the State of Oregon. Nothing contained in this paragraph shall be deemed to foreclose, estop or in any manner deny the right of the United States or the District to seek further permits or to take other appropriate steps to appropriate waters and store waters on behalf of the project.

(b) The project water supply available under this contract includes and is subject to the provisions of the contract between the United States and the Central Oregon Irrigation District of August 5, 1939, and of the contract of January 4, 1938, among the Central Oregon Irrigation District, the Jefferson Water Conservancy District, the Arnold Irrigation District, and the Crook County Improvement District No. 1, as those contracts have been or may be amended; and shall be in keeping with the decree of the circuit court of the State of Oregon for the County of Deschutes, entered on February 10, 1928, as heretofore or hereafter modified, in the proceedings entitled "In the Matter of the Determination of the Relative Rights to the use of Waters of the Deschutes River and its Tributaries, a Tributary of the Columbia River".

(c) All irrigable lands in the project area shall have equal priority as to time with respect to the right to receive water from the project works, regardless of the time when the

particular lands or the District was first supplied with water from the project works, and the distribution of water shall be subject to the provisions of this contract.

(d) In case a dispute arises as to the character, extent, priority or validity of the right of the United States or the District to use the water supply claimed for the project, the District shall promptly bring and diligently prosecute judicial proceedings for the determinations of such dispute and shall take all other measures necessary for the defense and protection of the project water supply, either independently or in cooperation with the United States, when the Secretary in his discretion determines that such proceedings or other measures are desirable. Nothing in this paragraph, however, shall be construed as precluding the United States, either independently or in cooperation with the District, from taking such action in order to protect the project water supply.

(e) The United States or the District does not abandon or relinquish any of the waste, seepage or return-flow waters attributable to the irrigation of the lands to which water is supplied under this contract. All such waters are reserved and intended to be retained for the use and benefit of the United States and the District as a source of supply for the lands of the project. If suitable drainage or return-flow water from any part of the project shall at any time be or become available at points where it can be used on lands of the project, the United States or the District may utilize such water as a part of the supply to which the lands in the District are entitled.

(f) No liability shall accrue against the United States or the District, any of their officers, agents or employees for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the project works or interruptions in water deliveries to lands in the District resulting from drought, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the project works, whether or not attributable to negligence of officers, agents or employees of the United States, or the District, or other causes of whatsoever kind.

Interim Operation Of Project Works

15. (a) The operation and maintenance of the project works, except for the reserved works, is to be taken over by the District at a time to be announced in writing by the Secretary. Until such notice of transfer, the United States shall continue to operate the project works, and the District shall pay, in advance, the costs of such operation and maintenance as herein provided.

(b) Payment shall be made for the operation of the works to be transferred on the basis of annual estimates by the Secretary. These estimates shall be in addition to the cost of operation and maintenance of the reserved works, as provided in article 19. The notice of this annual estimate shall contain an itemized statement of the estimated cost of operation and maintenance of the works to be transferred to be incurred in the following calendar year. This notice shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. The District shall pay the amount stated in the notice on or before the time established in the notice.

(c) Whenever the funds so advanced to operate the works to be transferred to the District will be inadequate, the Secretary may give a supplemental notice, stating therein the amount of additional funds required, and the District shall advance that additional amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the actual cost of operation and maintenance of the works to be transferred to the District for the year for which advanced, the surplus shall be credited on the operation and maintenance charges for the works to be transferred to become due for the next succeeding year.

(d) This article is to be in effect only until such time as the Secretary announces that said works are to be transferred to the District and the District takes over said works in compliance with said notice.

Transferred Works; Care, Operation And Maintenance Thereof

16. (a) At any time after the effective date of this contract, and after consultation with the board of directors of the District, the Secretary may transfer to the District, the care, operation and maintenance of the works defined herein as the transferred works, or any part thereof, but not later than one year after the completion of Haystack Reservoir, or January 1, 1960, whichever happens first. At the time of such transfer, the Secretary shall notify the District of his intention so to transfer to the District and shall furnish an appropriate listing of the works to be transferred.

(b) All equipment and supplies being used by the United States for the operation and maintenance of the works to be transferred and which the Secretary determines, after consultation with the District, will be required for District operation and maintenance may properly be transferred, shall be so transferred. The transfer shall be made, however, only on the making of contractual arrangements satisfactory to the Secretary for payment to the United States, within not to exceed five (5) years from the date of transfer, of that part of the cost of the equipment and supplies involved not theretofore charged to the District.

(c) Upon the works being transferred, the District will accept the care, operation and maintenance of the transferred works, and will continue to care for, operate and maintain the transferred works in such a manner that they will remain in as good and efficient condition and of equal capacity for the carrying and distribution of irrigation water as of the date of the transfer to the District, and will use all proper methods to secure the economical and beneficial use of the irrigation water. The care, operation and maintenance of the transferred works, after transfer to the District, shall be without cost or expense to the United States.

Operation And Maintenance Charges

17. Each year the District shall assess an amount necessary to pay the operation and maintenance of the works of the District, including the reserved works and the transferred works. The assessment to be made hereunder is to be apportioned equally among all lands of the District, and shall include all charges to be made under the terms of this contract, exclusive of the charges for the basic annual installment as provided in article 12 hereof.

Reserve Fund For Operation And Maintenance

18. (a) The District shall establish a reserve fund for operation and maintenance of the transferred works, which fund shall be maintained by the District apart from other District funds in a depository meeting the requirements of the laws of the State of Oregon as to the disposition of irrigation district funds, or may be invested in the United States bonds.

(b) The District shall include in the annual operation and maintenance assessments levied against the water users in the District an annual amount per irrigable acre for the accumulation or replenishment of such reserve fund whenever the fund is an amount less than one-half the average of the past five (5) years' annual costs of operation and maintenance. The annual assessment shall be equal to ten (10) percent of the per acre minimum operation and maintenance charge for that year unless a lesser sum will suffice to establish or replenish the fund.

(c) The fund shall be available only (1) to meet those costs of operation and maintenance of project works which are unusual or extraordinary after advance notice in writing has been given to the Secretary as to a proposed use, and (2) to meet other operation and maintenance costs when the use therefor is approved in advance by the Secretary.

Operation And Maintenance Of Reserved Works

19. (a) The reserved works shall continue to be under the care, operation and maintenance of the United States. The District shall pay to the United States in advance the costs of operating and maintaining the reserved works.

(b) Payment shall be made for each calendar year on the basis of annual estimates made by the Secretary after consultation with the District. The notice of these annual estimates shall contain an itemized statement of the estimated cost of operation and maintenance of the reserved works to be incurred in the following calendar year. The notice shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. The District shall pay the amount stated in the notice on or before the time established therein.

(c) Whenever the funds so advanced will be inadequate to operate and maintain the reserved works, the Secretary may give supplemental notices, stating therein the amount of the additional funds required. If the funds advanced by the District under this article exceed the actual operation and maintenance of the reserved works for the year for which advanced, the surplus shall be credited to the District on charges which are to become due and payable for the succeeding years.

Keeping Transferred Works In Repair; Inspections; Employment Of Manager

20. (a) The District shall promptly make any and all repairs to the transferred works for the proper care, operation and maintenance of the transferred works. No substantial change in any of the transferred works shall be made by the District without first obtaining the written consent of the Secretary.

(b) The Secretary may cause to be made, from time to time, after advance consultation with the District, a reasonable inspection of the transferred works to ascertain that the terms of this contract are being met by the District. Such inspections shall not exceed one a year and the District shall be provided a report of the inspections.

(c) Until the construction charge obligations under this contract have been paid in full, the District shall employ as manager or superintendent a competent irrigation engineer, or other person who has had at least three (3) years' experience as a manager or superintendent in the operation of works similar to the transferred works of the District. The employment of such manager or superintendent shall be subject to the approval of the Secretary. Should the Secretary, after first consulting with the District's board of directors, give notice that any manager or superintendent employed by the District is unsatisfactory in that capacity and provide his reasons therefor, the District will promptly terminate the employment of such person, and will employ one that is satisfactory.

Title Of Project Works

21. Title to the project works, including transferred works, shall remain in the United States until otherwise provided by the Congress.

Minimum Operation And Maintenance Charge To Be Established; Charge For Excess Water

22. (a) The provisions of this article are made with the object, among other things, of encouraging the economical use of water and of distributing the operation and maintenance charges equitably among the lands of the District.

(b) The District, in establishing and collecting its per-acre charges, shall levy a minimum annual operation and maintenance charge against each irrigable acre within the District, and the payment of such minimum charge shall be required whether or not water is used. The amount of water in acre-feet per acre which is to be delivered each year on payment of the minimum annual charge shall be determined by the District, but it shall not exceed two (2) acre-feet. The amount of water, if any, which will be delivered each year in excess of the amount so established shall also be determined by the District after estimating the supply of water to be available for that year for distribution to the lands of the District. For water to be delivered each year in excess of the minimum amounts, the landowners or water users involved shall pay to the District an excess charge as follows:

(1) For the first acre-foot, or fraction thereof, at a rate per acre-foot not less than twenty percent (20%) more than the rate charged per acre-foot for water made available for the year under the annual minimum charge.

(2) For each additional acre-foot, or fraction thereof, at a rate not less than forty percent (40%) more than the rate charged for water made available for the year under the annual minimum charge.

(c) To carry out the provisions of this article, the District shall measure the water delivered to each farm turnout and shall keep individual farm water delivery records. The

excess charge provided for in paragraph (b) of this article shall be computed upon the basis of these water measurements and shall be assessed to and paid by the individual landowners receiving the excess water.

Default: Resumption Of Control Of Transferred Works

23. (a) Should the District, after transfer to the District of the transferred works, default in any manner in the performance of any of the provisions of this contract, and fail to correct the default within sixty (60) days after request in writing by the Secretary so to do, the United States may take over the operation and maintenance of the transferred works. Such operation and maintenance by the United States shall continue until the Secretary determines that all or a part of those works should be retransferred to the District. When such determination is made, written notice thereof, together with the effective date of the retransfer, shall be given to the District; and the District shall accept the operation and maintenance of the portion of the transferred works thus retransferred on the effective date and shall thereafter operate and maintain those works in accordance with this contract.

(b) During any time any of the transferred works are operated and maintained by the United States, the cost of operation and maintenance shall be paid annually in advance by the District to the United States. Such payments shall be on the basis of annual estimates made by the Secretary. Such annual estimates shall contain a statement of the estimated cost of operation and maintenance of the transferred works to be incurred by the United States in the following calendar year. The notice of estimates shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. When the United States takes over initially the operation and maintenance of any part of the transferred works, the Secretary shall give the District immediately:

(1) Notice of the estimated amount of such charge from the time the United States started operating and maintaining the works to the end of that calendar year; and

(2) A notice to cover the following year when the initial taking over occurs after September 1 of any year.

(c) The District shall pay the amounts set out in any such notice on or before the date or dates fixed in the notice, and shall without delay levy whatever special assessments or toll charges are necessary to raise the funds for payment of such amounts.

(d) Whenever the funds so advanced will be inadequate to operate and maintain the works being operated by the United States, the Secretary may give a supplemental notice stating therein the amount of additional funds required, and the District shall advance that amount on or before the date specified in the supplemental notice. If funds advanced by the District under this article exceed the actual cost of operation and maintenance for such works for the year for which advanced, the surplus shall be credited on any amounts thereafter to become due from the District.

Computation Of Costs

24. The cost, which makes up the various obligations to be paid by the District to the United States under this contract, shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigation, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, general expenses, inspection, special services, and damage claims of all kinds, whether or not involving the negligence of the officers, agents, or employees of the United States.

Penalty For Delinquency In Payment

25. Every installment or charge required to be paid to the United States under this contract and which remains unpaid after it shall become due and payable shall be subject to, and the District shall pay, a penalty at the rate of one-half percent per month from the date of delinquency.

Termination Of Recordable Contracts

26. (a) The termination date of the provisions of the Government-District contracts providing, for the incremental value features of the recordable contracts entered into thereunder between landowners and the District shall be the effective date of this contract. All payments made or to become due to the District on or before that date under those contracts on account of such provisions shall be retained or collected and applied as therein provided.

(b) After the termination date of these contract provisions the Secretary will announce, by an appropriate recordable document, this termination, and will take appropriate steps, by offering for filing in the appropriate county offices, to establish of public record the fact of termination.

All Benefits Conditioned Upon Payment

27. (a) All benefits to the District and to the project landowners under this contract are conditioned upon the payments herein provided being made. Should the District fail to levy the assessments, tolls or other charges against any lands in the District required to be levied to meet the District's obligation to the United States under this contract, or, having levied, should the District be prevented from collecting such assessments, tolls or other charges by any judicial proceedings, or otherwise fail to collect them, such lands shall not be entitled to receive water from the project water supply, and the District, except as otherwise ordered by a court of competent jurisdiction, shall not deliver water to such lands from the project water supply unless and until arrangements for its delivery have been made with the Secretary.

(b) As to any such lands the District is hereby authorized, as the fiscal agent of the United States, to collect whatever charges may be required under the delivery arrangements made as provided in this article. Payment shall be required as a condition precedent to the delivery of water. Collections so made by the District shall be paid promptly to the United States in the manner directed by the Secretary.

(c) No action taken by the Secretary under the provisions of this article shall in any manner relieve the District of the obligation assumed by it under this contract.

No Water To Be Delivered In Case Of Default

28. (a) No water from the project water supply shall be delivered by the United States to or for the District if it is in arrears in the advance payment of operation and maintenance charges owed to the United States, or more than twelve (12) months in arrears in the payment of construction charge obligation installments, or more than twelve (12) months in arrears in the payment of any other amounts owed to the United States under this contract. The District shall refuse to deliver water to lands or parties who are in arrears in the advance payment of operation and maintenance charges due from such lands or parties to the United States or to the District, or to lands or parties who are in arrears for more than twelve (12) months in the payment of amounts due from such lands or parties to the United States or to the District for the construction charge obligation or for any other amounts owed by the District to the United States under this contract. The District may refuse to deliver water to lands or parties who are in arrears in any payments due from such lands or parties to the District.

(b) The United States may enter on the transferred works or any part thereof in possession of the District to shut off water being delivered in violation of the provisions of this article. In the event the United States enters onto the transferred works or any part thereof in possession of the District, neither the United States, nor its officers or employees, shall be liable for any damages resulting directly or indirectly from said entry or any damages that result directly or indirectly from the refusal to deliver water even though water had been theretofore delivered in violation of the provisions of this article.

Lands For Which Water Is Furnished; Limitation On Area

29. (a) The water delivered under the terms of this contract shall be used solely for the distribution by the District to water users for irrigation and domestic uses incidental thereto on lands entitled thereto as provided in article 11 and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law.

(b) The District (and the United States at any time it is operating and maintaining the transferred works) will operate the irrigation system to the end of making available to each irrigable acre of land in the District, during each irrigation season, that quantity of water to which it is entitled.

(c) Pursuant to the provisions of the Federal Reclamation Laws, water made available hereunder shall not be delivered to more than one hundred sixty (160) irrigable acres in the ownership of any one person or other entity, except that if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefore may be furnished temporarily for a period not to exceed five (5) years from the effective date of such acquisition or such longer period as may be approved by the Secretary. In the case of an individual either having stock in two or

more corporations which have title to irrigable lands within the project, or owning irrigable land in his own name and having stock in a corporation or corporations which have irrigable lands within the project, the individual's proportionate stockholdings in such corporation shall be regarded as proportionate interests in the corporations' landholdings for the purposes of the application of the acreage limitation stated in this article. The limitation stated in this subarticle shall cease to operate when the construction charge obligation of the District hereunder to the United States has been paid in full. It shall cease also as to the land in any one ownership when the construction charge obligation hereunder estimated to be allocable to such land, in accordance with applicable state procedures for assessments (exclusive of the possible joint liability of the land which shall continue until the District's construction charge obligation to the United States has been paid in full), has been fully paid to the United States. In the event the Congress changes the excess lands provisions of the Federal Reclamation Laws, the United States will, at the option of the District, negotiate an amendment of this paragraph (c) consistent with such change.

Crop Returns And Census

30. (a) The District shall keep record of all crops raised on lands within the District. The District shall furnish the United States each year a report covering such crops, on or before December 31 of that year.

(b) At such times as the Secretary deems it necessary or desirable, but only after first consulting with the board of directors of the District, the Secretary may cause a special crop census to be taken on all or any part of the lands in the District, but such special census shall not be taken oftener than once each calendar year. Such a census shall be for the purpose of checking the crop reports furnished to the United States by the District and of furnishing an independent source of information as to the agricultural income from the lands in the District. In connection with such a census the Secretary may require information to be given under oath. In the event any water user refuses to give such information when requested to do so by the Secretary's authorized representative, the representative may estimate the crop production and per-acre income of such water user. Estimates so made shall be given the same weight as though based on information furnished under oath by the water user in adjusting the annual sum to be paid by the District under this contract.

Books, Records And Reports

31. (a) The District shall maintain a modern set of books of account, showing all financial transactions of the District, keep such other records as the Secretary may request, and submit such reports based thereon as he may require from time to time.

(b) Subject to applicable Federal laws and regulations, the District, or its proper representative, shall have full and free access at all reasonable times to the project account books and official records of the Bureau of Reclamation relating to the construction, operation and maintenance of the project and the status of the accounts concerning the District's payments of construction and operation and maintenance charges, with the right at any time during office hours to make copies thereof. Subject to applicable state laws and regulations, the proper

representatives of the United States shall have similar rights in respect to the account books and records of the District.

Overhead, Inspection and Other Charges To Be Paid By The District

32. (a) On April 15 of each year, from the effective date of this amendatory contract until the District's construction charge obligation to the United States is repaid in full, the following costs for each calendar year, ending on the preceding December 31, shall be paid:

- (1) The cost of all inspections under the provisions of article 20.
- (2) Cost of any special crop censuses under the provisions of article 30.
- (3) Other direct costs for work performed for the benefit of the District or the project by the United States, which, by the Federal Reclamation Laws, are chargeable to the District.

(b) The first payment under this article shall be due and payable by the District on April 15 of the year following the notice provided in article 16 hereof, and shall cover the calendar year ending the preceding December 31, but the determination of costs hereunder shall not include items of cost that have accrued and for which the District shall have made other arrangements for payment or satisfaction.

Performance Of Work With Contributed Funds

33. (a) At the request of the District, the United States, at its option, pursuant to the Act of March 4, 1921 (41 Stat. 1367, 1404), may perform with funds contributed by the District any construction or maintenance work within the authority of the District but which is not otherwise provided for by this contract. If the United States determines that it will undertake any such work, funds therefor shall be advanced by the District as directed by the Secretary. The advance shall be accompanied by a certified copy of a resolution of the District describing the work to be done and authorizing its performance by the United States with the funds of the District.

(b) After completion of any work so undertaken, the United States shall furnish the District with a statement of the cost of the work done. Any unexpended balance of the funds advanced will be refunded to the District or applied as otherwise directed by the District.

Confirmation Of Contract

34. The execution of this contract shall be authorized or ratified by the qualified electors of the District at an election held for that purpose.

Changes In District Organization

35. While this contract is in effect, no changes shall be made in the District, either by inclusion or exclusion of lands, by partial or total consolidation or merger with another district, by proceedings to dissolve or otherwise, except with the consent of the Secretary evidenced in writing.

Regulations And Determinations Of Fact

36. (a) The Secretary, after consultation with the District, may, so far as the purport thereof may be consistent with the provisions of this contract, make regulations and add to and modify them, as are proper and necessary to carry out the true intent and meaning of this contract, and to supply details of its administration.

(b) In the event the District questions any factual determination made by any representative of the Secretary as required in the administration of this contract, any findings of fact on the facts in dispute thereafter made by the Secretary shall be made only after consultation with the District's board of directors.

Notices

37. Any notice, demand or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, Bureau of Reclamation, Boise, Idaho, on behalf of the United States, and to the Secretary, North Unit Irrigation District, Madras, Oregon, on behalf of the District. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants For Employment Prohibited

38. The District shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in contracts relating to the performance of this contract. This provision, however, does not refer to, extend to, or cover the activities of the District which are not related to or involved in the performance of this contract.

Contingent On Appropriations or Allotment Of Funds

39. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds shall not, however, relieve the District from any obligations heretofore accrued under this contract, nor give the District the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Successors And Assigns Obligated; Assignments

40. 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 part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not To Benefit

41. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

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

THE UNITED STATES OF AMERICA

By /s/ Douglas McKay
 Secretary of the Interior

NORTH UNIT IRRIGATION DISTRICT

By /s/ Ben Evick
 President

(SEAL)

Attest: /s/ Harold J. Eidemiller
 Secretary

STATE OF OREGON)
) ss.
County of Jefferson)

On this 13th day of February, 1954, before me, a Notary Public in and for the State of Oregon, personally appeared Ben Evick, President of the North Unit Irrigation District, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 /s/ Ann Landreth
Notary Public for Oregon
My commission expires Sept 3, 1957

(SEAL)

DISTRICT OF COLUMBIA : ss.

I, Harold L. Byrd, a notary public in and for the District of Columbia, do hereby certify that Douglas McKay, Secretary of the Interior, who executed the foregoing contract with the North Unit Irrigation District, dated February 13, 1954, personally appeared before me, the said Douglas McKay being personally known to me as the person who executed the said contract on behalf of the United States of America, and acknowledged the same to be his act and deed.

Given under my hand and seal this 2nd day of September, 1954.

/s/ Harold L. Byrd
Notary Public in and for the
District of Columbia
My commission expires May 14, 1957

completion of the study and environmental impact statement required under paragraph (1).

(3) SUNSET.—The authority of the Secretary to carry out any provisions of this subsection shall terminate 10 years after the date of the enactment of this section.

(d) NORTH UNIT IRRIGATION DISTRICT.—The Act of August 10, 1954 (68 Stat. 679, chapter 663), is amended—

(1) in the first section—

(A) by inserting “(referred to in this Act as the ‘District’)” after “irrigation district”; and

(B) by inserting “(referred to in this Act as the ‘Contract’)” after “1953”; and

(2) by adding at the end the following:

“SEC. 3. ADDITIONAL TERMS.

“On approval of the District directors and notwithstanding project authorizing legislation to the contrary, the Contract is modified, without further action by the Secretary of the Interior, to include the following modifications:

“(1) In Article 8(a) of the Contract, by deleting ‘a maximum of 50,000’ and inserting ‘approximately 59,000’ after ‘irrigation service to’.

“(2) In Article 11(a) of the Contract, by deleting ‘The classified irrigable lands within the project comprise 49,817.75 irrigable acres, of which 35,773.75 acres are in Class A and 14,044.40 in Class B. These lands and the standards upon which the classification was made are described in the document entitled “Land Classification, North Unit, Deschutes Project, 1953” which is on file in the office of the Regional Director, Bureau of Reclamation, Boise, Idaho, and in the office of the District’ and inserting ‘The classified irrigable land within the project comprises 58,902.8 irrigable acres, all of which are authorized to receive irrigation water pursuant to water rights issued by the State of Oregon and have in the past received water pursuant to such State water rights.’.

“(3) In Article 11(c) of the Contract, by deleting ‘, with the approval of the Secretary,’ after ‘District may’, by deleting ‘the 49,817.75 acre maximum limit on the irrigable area is not exceeded’ and inserting ‘irrigation service is provided to no more than approximately 59,000 acres and no amendment to the District boundary is required’ after ‘time so long as’.

“(4) In Article 11(d) of the Contract, by inserting ‘, and may further be used for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law’ after ‘herein provided’.

“(5) By adding at the end of Article 12(d) the following:

“(e) Notwithstanding the above subsections of this Article or Article 13 below, beginning with the irrigation season immediately following the date of enactment of the National Forests, Parks, Public Land, and Reclamation Projects Authorization Act of 2007, the annual installment for each year, for the District, under the Contract, on account of the District’s construction charge obligation, shall be a fixed and equal annual amount payable on June 30 the year following the year for which it is applicable, such that the District’s total

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construction charge obligation shall be completely paid by June 30, 2044.

"(6) In Article 14(a) of the Contract, by inserting 'and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law,' after 'and incidental stock and domestic uses,' by inserting 'and for instream purposes as described above,' after 'irrigation, stock and domestic uses,' and by inserting 'including natural flow rights out of the Crooked River held by the District' after 'irrigation system'.

"(7) In Article 29(a) of the Contract, by inserting 'and for instream purposes, including fish or wildlife purposes, to the extent that such use is required by Oregon State law in order for the District to engage in, or take advantage of, conserved water projects as authorized by Oregon State law' after 'provided in article 11'.

"(8) In Article 34 of the Contract, by deleting 'The District, after the election and upon the execution of this contract, shall promptly secure final decree of the proper State court approving and confirming this contract and decreeing and adjudging it to be a lawful, valid, and binding general obligation of the District. The District shall furnish to the United States certified copies of such decrees and of all pertinent supporting records,' after 'for that purpose'.

"SEC. 4. FUTURE AUTHORITY TO RENEGOTIATE.

"The Secretary of the Interior (acting through the Commissioner of Reclamation) may in the future renegotiate with the District such terms of the Contract as the District directors determine to be necessary, only upon the written request of the District directors and the consent of the Commissioner of Reclamation."

SEC. 510. REPUBLICAN RIVER BASIN FEASIBILITY STUDY.

(a) **AUTHORIZATION OF STUDY.**—Pursuant to reclamation laws, the Secretary of the Interior, acting through the Bureau of Reclamation and in consultation and cooperation with the States of Nebraska, Kansas, and Colorado, may conduct a study to—

(1) determine the feasibility of implementing a water supply and conservation project that will—

(A) improve water supply reliability in the Republican River Basin between Harlan County Lake in Nebraska and Milford Lake in Kansas, including areas in the counties of Harlan, Franklin, Webster, and Nuckolls in Nebraska and Jewell, Republic, Cloud, Washington, and Clay in Kansas (in this section referred to as the "Republican River Basin");

(B) increase the capacity of water storage through modifications of existing projects or through new projects that serve areas in the Republican River Basin; and

(C) improve water management efficiency in the Republican River Basin through conservation and other available means and, where appropriate, evaluate integrated water resource management and supply needs in the Republican River Basin; and

(2) consider appropriate cost-sharing options for implementation of the project.

Attachment H

OWRD December 18, 2024 Memo

Deschutes Basin Alternative Pathway for Conservation

Transfer Application for Certificate 51229



Memorandum

TO: Deschutes Basin Board of Control
FROM: Dwight French, OWRD Water Right Services Division Administrator
Kim Fritz-Ogren, OWRD Field Services Division Administrator
Carolyn Sufit, OWRD Central Region Manager
Emelie McKain, OWRD Senior Water Advisor
CC: Confederated Tribes of the Warm Springs, Deschutes River Conservancy
DATE: December 18, 2024
SUBJECT: Water Conservation and Protection Pathway for Irrigation Modernization Projects in the Upper Deschutes Basin

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Grant Agreement Language	6
Appendix A: Detailed steps for pathway implementation	7

Introduction

In early 2024 Oregon Water Resources Department "OWRD" issued a memorandum (*Upper Deschutes Water Conservation and Protection Pathways for Irrigation Modernization Projects, January 19, 2024*) describing the available pathways for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects. This document supersedes the January 2024 memorandum.

Since the issuance of the initial memorandum, OWRD has collaborated with all Deschutes basin irrigation districts, Deschutes River Conservancy, Confederated Tribes of the Warm Springs, and other basin partners to increase clarity on the available pathways and refine the district preferred pathway for project implementation. The below procedural steps describe the pathway and associated expectations of all participating parties. This pathway is available under current OWRD authorities for implementation by irrigation modernization projects in the upper Deschutes basin, though its use is not required. Information on the application of this pathway for OWRD specific grant programs is included.

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Pathway Description

Reduce Diversion, Diminish Live Flow Water Right Certificate of Conserving District, Permanently Transfer Wickiup Storage Right, and Secure a New Permanent Secondary Use Right of Wickiup Stored Water

Under this pathway, the project proponent completing an irrigation modernization project will reduce its diversion by the proposed amount of water conserved by the project, and in turn, through an interdistrict forbearance agreement, North Unit Irrigation District "NUID" will be able to utilize the water conserved for irrigation purposes during the irrigation season. To ensure environmental benefit in addition to economic and social benefits, NUID will permanently transfer the character of use for its Wickiup Reservoir storage right (to include flow augmentation) in an amount equal to the volume of water conserved by the project, and then release the stored water from Wickiup Reservoir under a secondary use right as flow augmentation to protect it from diversion between Wickiup Reservoir and Lake Billy Chinook.

The following steps describe pathway implementation:

COID/AID/LPID implement a project, resulting in conserved live flow water during the irrigation season. The conserved live flow water is removed from the conserving district certificate and available for diversion by NUID for use as irrigation water during the same irrigation season. This water will be made available in the season immediately following project construction. In the event that the project does not perform as intended in the first season of operation due to construction or operational issues (e.g., leaking pipeline joints, valve failures, etc.), the conserving district will remedy the issues as soon as reasonably practicable, with the deficiency taken into account in determining the amount of water made available for diversion by NUID for use as irrigation water during that same first season of operation.

To ensure availability of the conserved water to NUID, the districts (Arnold Irrigation District "AID", Lone Pine Irrigation District "LPID", Central Oregon Irrigation District "COID", Tumalo Irrigation District "TID", Swalley Irrigation District "SID", North Unit Irrigation District, "NUID") will enter into a forbearance agreement with one another that enables NUID to divert the conserved water out of priority as part of NUID's existing live flow water rights.

NUID will either:

Divert the conserved water at the North Canal Diversion Dam, which is the authorized POD for NUID's live flow water rights, or

The water will be diverted into COID's system, and then delivered to NUID at the Pilot Butte Canal NUID Point of Delivery (hereinafter "PBC NUID-POD"), up to the capacity of the PBC NUID-POD. To the extent that water is delivered via the PBC NUID-POD, NUID will apply for a water right transfer to add the COID diversion and PBC NUID-POD as an authorized point of diversion for its live flow water rights. Once approved, NUID may use this location as an authorized point of diversion.

The conserving district (except when NUID is the conserving district) will reduce its live flow water right certificate(s) by the conserved water amount committed to in the grant application and confirmed by OWRD, including potentially through a project seepage analysis. The conserving district will diminish its water right certificate(s) by at least an amount that ensures quantifiable water is conserved. The starting point for reduction and volume of water reduced from the certificate will be calculated by OWRD using information from the project proposal, applicable water rights, historical diversion data and recent seepage run data. Certificate reductions for COID and LPID will be concentrated in seasons 2-4 to prevent injury to NUID and ensure water is made available when NUID can divert and put the water to use. Certificate reductions for AID will be concentrated in seasons 2-4, with the ability to extend reductions into season 5, so long as such extended reduction prevents injury to NUID and ensures water is made available when NUID can divert and put the water to use. Certificate reductions by districts other than AID, COID, and LPID shall be subject to further discussion with OWRD. This minimum water right certificate diminishment amount may take into account cumulative conservation amounts across multiple projects. Certificate modification calculations will be led by OWRD and coordinated with the conserving district. OWRD will develop and share a methodology for each district proposing to utilize this pathway. Districts are encouraged to consult with OWRD to conduct pre-application seepage analyses to inform grant applications and increase efficiencies on project completion timelines.

The Department will consult with the districts in developing an approach to measuring, reporting, and accounting for the conserved water being made available to NUID. OWRD will monitor diversion reductions dictated by certificate modifications at the appropriate gage. OWRD will also track the applicable live flow that is available for diversion by NUID at the appropriate gage and, if applicable, through the PBC NUID-POD. Throughout the irrigation season, OWRD will track the conserved water available for diversion by NUID resulting from a project in the Department storage report. At the end of each irrigation season, OWRD will determine the amount of live flow made available for diversion by NUID and determine the volume of water to be released from Wickiup Reservoir as flow augmentation during the defined season of benefit in the OWRD grant proposal following the end of the irrigation season. The Department and the districts recognize that in the event the live flow certificate(s) for the conserving district is curtailed by OWRD, such curtailment will also result in a reduction in the amount of conserved water being made available for diversion by NUID, and a corresponding reduction in the amount of water to be released from Wickiup Reservoir as flow augmentation for the defined season of benefit following the end of the irrigation season in which the live flow curtailment occurred.

For each project by the conserving districts resulting in conserved water made available for diversion by NUID, NUID will complete a permanent transfer of character of use of its storage right to a combination of flow augmentation and irrigation. The volume transferred to the new flow augmentation and irrigation use cannot be modified to another character of use (i.e., purposes for which water is stored) other than instream in the future.

Once the permanent transfer of character of use of its storage right for a particular

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increment of conserved water is in place, NUID will further secure a new permanent secondary use right in Wickiup Reservoir for flow augmentation and irrigation totaling up to 100% of the conserved water resulting from the project (i.e., the increment of the storage right that would then have a character of use of flow augmentation and irrigation). This new secondary right shall be conditioned, as proposed in the secondary right application and described in the project proposal, to authorize flow augmentation release only, with the only exception being if OWRD regulation occurs during the irrigation season that makes less conserved water available to NUID for diversion than otherwise intended through the above transactions. This volume will be calculated by OWRD annually. The new resulting secondary use right cannot be transferred to another use other than instream in the future. This prohibition does not preclude a change to the authorized place of use for the irrigation component of the secondary water right consistent with district transfer or other water right transfer processes.

The new secondary use right will be a new secondary use right with a corresponding amount of the original secondary use right canceled. The total secondary use right amount for flow augmentation/irrigation will equal the total storage right amount transferred to flow augmentation/irrigation. NUID will release from Wickiup a volume of water as flow augmentation during the defined season of benefit in the OWRD grant proposal that is equivalent to the volume of conserved water made available for diversion by NUID during the prior irrigation season. The defined season of benefit shall include the period between September 16 through March 31, with the exact schedule for release of water from Wickiup in any given year subject to direction from state and federal fish and wildlife agencies.

The Department will consult with the Confederated Tribes of Warm Springs, a sovereign co-manager of the water resources of the Deschutes Basin, throughout the pathway implementation process described herein to assure that the Department complies with the Confederated Tribes of Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended, particularly with respect to the grant awards and anticipated water right transfers.

Pathway Implementation Notes

Commitments

In order to realize benefits while balancing the need to confirm conserved water, project proponents commit to reducing their diversions by the proposed percentage of water conserved in the irrigation season immediately following project construction. This can result in voluntary diversion reductions while a formal certificate diminishment is in processing at OWRD.

Grant Requirements

Projects are not required to utilize the above described pathway for water conservation and protection. If project proponents propose to utilize a different pathway for conservation and protection of water resulting from a state funded project, it will be scored appropriately in OWRD grant programs.

Grant requirements for this pathway are listed in the template grant agreement language below. Any exceptions sought to grant requirements will be requested by the grantee to OWRD. Exceptions will be evaluated on a case specific basis and must still achieve the legal protection of water instream.

If the grantee proposes to utilize this pathway and does not uphold the steps and conditions outlined above, then it would be in default of the grant agreement.

Grant Evaluation Guidance

The following describes how the pathway would be evaluated for environmental benefit within OWRD's Water Projects Grants and Loans program.

Category 2: Environmental Benefits

2a. Does the project result in measurable improvements to streamflow?

The option at minimum permanently allocates stored water for flow augmentation protecting it from other out of stream use. The option provides the potential for significant instream benefit for the season defined for flow augmentation in the grant application, depending on the specific amount of water to be conserved. The winter season of benefit does not inherently carry significant risk of withdrawal from the river aside from planned stock runs. Therefore, the applicant could receive *up to high* points for measurable improvements in protected streamflow criteria.

2b. Does the project result in water conservation?

There is measurable reduction to the grantee's diversion post project due to certificate diminishment and NUID's modification of its storage right and its irrigation secondary use rights from storage, assuring that water is conserved because of the project. The applicant could receive *up to exceptional* points for water conservation.

Continued Refinement

The pathway described herein can be implemented within existing authorities. It is acknowledged that as policies and authorities change, this process may be updated in collaboration with participating parties in a public process. Potential updates would prioritize actions that increase permanency of conserved water outcomes proposed, increase transparency, and make water management actions more efficient. OWRD and project proponents will continue to collaborate on potential solutions to remaining challenges.

This pathway relies on interdistrict agreements and forbearance agreements being upheld over time. As staff and managers change there is a need for continued coordination to ensure existing agreements are upheld. The failure to uphold existing agreements by the grantee will result in remedies upon default as dictated by the terms and conditions in the applicable OWRD grant agreement. Interdistrict agreements ensure that the project proponents will reduce their diversions via certificate reductions in exchange for NUID protecting storage volumes equivalent to the volumes of water conserved for use as flow augmentation. Forbearance agreements ensure that all intervening districts will forego the live flow that is made available by the certificate

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reduction, and that NUID can divert all the water conserved from the project during the irrigation season. Lastly, transaction costs of transfers resulting from the pathway being implemented have been noted as potentially cost prohibitive. Participating parties will continue to work toward solutions on identified and potential challenges with the pathway implementation.

Grant Agreement Language

The following template language will be used in OWRD grant agreements that propose implementation of the pathway. Template language is developed as of the date of this memorandum and may be updated for specific project needs.

Legal Protection of Conserved Water Instream.

No less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received a copy of the Interdistrict Agreement between the Grantee and North Unit Irrigation District (NUID), a copy of NUID's application to transfer the character of use for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water, and a copy of the application for Grantee water right certificate reduction equal to no less than ## percent of the conserved water. The Grantee's withdrawal from the Interdistrict Agreement with NUID is prohibited and shall be a default under this Agreement. The Final Report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes, and a copy of the new Grantee certificate diminishing the original right for irrigation.

FOR NUID ONLY:

Legal Protection of Water for Flow Augmentation Equivalent to Conserved Water.

A volume of stored water in Wickiup Reservoir equivalent to no less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup Dam to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received Grantee's application to transfer the character of use from irrigation purposes to flow augmentation and irrigation purposes for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water. The Final report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes.

Appendix A: Detailed Steps for Pathway Implementation

Applicants are to follow the below steps to implement the Upper Deschutes conservation and protection pathway:

Note: NUID only will skip to step 3.

1. Grantee (COID/LPID/AID) does a certificate partial cancellation for the volume of water conserved through a piping project. Districts will, if necessary, also be reducing an additional amount of water/rate that historically had not been used (paper water above their historic diversion).
 - a. Grantee will request OWRD confirmation of volume and starting point for certificate partial cancellation.
 - i. Points of contact for questions: [Jeremy Giffin](#), [Carolyn Sufit](#)
 - b. Application Process: [Affidavit of Voluntary Cancellation of a Water Right Certificate](#)
 - i. Fees: No applicable fees.
 - ii. Points of contact for questions and/or pre-application conference: [Ann Reece](#), [Lisa Jaramillo](#)
 - iii. Estimated application processing timeline: 1+ month
 - c. Submit copy of voluntary cancellation application to [OWRD grants staff](#)
2. Grantee (COID/LPID/AID) submits copy of the forbearance agreement to [OWRD grants staff](#). North Unit Irrigation District then is able to divert water that has been reduced off of the grantee's certificate through an interdistrict forbearance agreement.
 - a. OWRD Process: Watermaster regulation/storage
 - b. Points of contact for questions: [Jeremy Giffin](#), [Carolyn Sufit](#)
 - c. Grantee to submit copy of forbearance agreement to [OWRD grants staff](#)
3. North Unit Irrigation District submits a transfer application for a change in character of use for a volume of its Wickiup storage right equal to the amount it will be able to divert as a result of certificate reductions, or the volume of water conserved under an NUID project. The change of character of use would allow irrigation but add flow augmentation as a use for a specific volume of stored water.
 - a. OWRD Process: Div. 380 [Application for Permanent Water Right Transfer](#)
 - i. Estimated application processing timeline: 12+ months
 - ii. Additional forms that must be submitted with the Transfer Application:
 1. [Evidence of Use Affidavit](#) (and supporting documentation)
 2. [Land Use Information Form](#)
 3. Completed Transfer Application Map
 4. Fees: base transfer fee only.
 - iii. Points of contact for questions and/or pre-application conference: [Sarah Henderson](#), [Corey Courchane](#), [Lisa Jaramillo](#)
 - iv. Claim of [beneficial use](#) must be submitted to OWRD after final order of transfer is issued.
 1. Beneficial use specific questions: [Gerry Clark](#)
 - b. Submit copy of transfer application to [OWRD grants staff](#)

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4. North Unit Irrigation District submits new water right application requesting a secondary water right to use stored water for irrigation and flow augmentation. Application is submitted after storage transfer final order is issued (NUID does not need to wait for claim of beneficial use to be submitted).
 - a. OWRD Process: [Application for a Permit to Use Surface Water](#)
 - i. Estimated application processing timeline: 6+ months
 - ii. Note in application:
 1. Check box for expedited review process
 2. Request conditions to ensure flow augmentation releases are upheld.
 3. Request original secondary water right be partially cancelled by the amount of new secondary water right concurrent with new secondary right issuance. See #1 above for process and form requirements.
 - iii. Additional forms that must be submitted with the application requesting a secondary water right to use stored water:
 1. [Land Use Information Form](#)
 2. Legal description of (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.)
 3. Completed Application Map
 4. Evidence that the proposed use of stored water is one of the authorized uses under the primary storage right
 5. Documentary evidence that an agreement has been entered into with the owners of the reservoir for a sufficient interest in the reservoir to impound enough water for the purposes set forth in the application (e.g., a copy of a contract),
 6. Fees: base application fee plus fee associated with volume proposed for use.
 - iv. Points of contact for questions and/or pre-application conference: [Lucinda Vranizan](#), [Katie Ratcliffe](#)
5. Once all steps are completed, grantee submits a copy of NUID new secondary use right and a copy of the partially cancelled district water right to [OWRD grants staff](#).

Attachment I

Deschutes River Water Right Holders – Multi-District Conserved Water Summary & Forbearance Agreement

Transfer Application for Certificate 51229

DESCHUTES BASIN IRRIGATION DISTRICT CONSERVED WATER FORBEARANCE AGREEMENT

This Deschutes Basin Irrigation District Conserved Water Forbearance Agreement (this “**Agreement**”) is entered into as of December 20, 2024 (the “**Effective Date**”) by North Unit Irrigation District (“**NUID**”), Arnold Irrigation District (“**AID**”), Central Oregon Irrigation District (“**COID**”), Lone Pine Irrigation District (“**LPID**”), Swalley Irrigation District (“**SID**”), and Tumalo Irrigation District (“**TID**”), each a “**District**” and together the “**Districts**.”

RECITALS

A. Each of the Districts is an irrigation district in the State of Oregon organized pursuant to ORS chapter 545, and each delivers irrigation water in the Deschutes Basin in Oregon.

B. The Districts, together with other stakeholders, are responsible for implementing the Deschutes River Basin Habitat Conservation Plan (“**HCP**”), which has been approved by the U.S. Fish and Wildlife Service and National Marine Fisheries Service, with such approvals resulting in incidental take permits issued to the districts pursuant to section 10 of the federal Endangered Species Act. The HCP includes conservation measures that require certain instream flows below Wickiup Reservoir during the wintertime, which is intended to benefit species listed under the Act. These instream flows may be provided for in various ways, including the release of stored water from Wickiup Reservoir, where such water is stored by NUID under a valid NUID storage water right.

C. The Districts each intend to implement irrigation modernization projects for the purpose of conserving water diverted during the irrigation season that would otherwise be lost through evaporation or seepage (each, a “**Conservation Project**”).

D. Meanwhile, the Oregon Water Resources Department (“**OWRD**”) has prepared a superseding memorandum entitled “Water Conservation and Protection Pathways for Irrigation Modernization Projects in the Upper Deschutes Basin,” dated December 18, 2024 (the “**OWRD Pathway Memo**,” a copy of which is attached hereto and incorporated herein as Exhibit A), which among other things, details a specific pathway for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects in order to facilitate the release of stored water from Wickiup Reservoir in furtherance of the HCP, as described in Recital B above. Thus, while a Conservation Project could be implemented to shore up a conserving district’s supply, enhance instream flows during the irrigation season, enable the release of stored water from Wickiup Reservoir, or serve a combination of these purposes or other purposes, this Agreement is intended to only apply to those Conservation Projects implemented pursuant to the OWRD Pathway Memo or as otherwise agreed to by the Districts. Such a Conservation Project is referred to herein as a “**Pathway Conservation Project**.” Whether a particular Conservation Project is to be treated as a Pathway Conservation Project shall be at the sole discretion of the Conserving District, keeping in mind any OWRD grant funding at issue for the particular Conservation Project.

E. Each Pathway Conservation Project will result in the conservation of live flow water during the irrigation season (“**Pathway Conserved Water**”). A Pathway Conservaton

Project may be implemented in phases, such that the total amount of Pathway Conserved Water resulting from each phase may not be realized until the completion of the overall Pathway Conservation Project over time.

F. A District that implements a Pathway Conservation Project (a “**Conserving District**”) will cooperate with the Oregon Water Resources Department (“OWRD”) to determine the volume of Conserved Water attributable to the Pathway Conservation Project.

G. To facilitate the release of water from Wickiup Reservoir under NUID’s storage water right and to satisfy conservation measures contained in the HCP, the Districts seek to ensure that Pathway Conserved Water attributable to Pathway Conservation Projects contemplated by this Agreement is made available to NUID for use by NUID during the irrigation season immediately following completion of the Pathway Conservation Project. A detailed description of the Districts’ objectives and the process for accomplishing these objectives is also set forth in the OWRD Pathway Memo. This Agreement is intended to satisfy step 2 in the pathway implementation, as set forth on page 2 of the OWRD Pathway Memo.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual agreements set forth in this Agreement, the Districts agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall be perpetual unless terminated by written consent of all the Districts pursuant to Paragraph 6 below.

2. Notification of Completion of Pathway Conservation Project.

a. Within ten (10) business days of completion of a Pathway Conservation Project, the Conserving District shall provide each of the other Districts and the Watermaster for District 11 (“**Watermaster**”) written notice of completion of the Pathway Conservation Project using the form in attached Exhibit A (“**Notice of Completion of Pathway Conservation Project**”), which is incorporated herein. The Notice of Completion of Pathway Conservation Project shall include the information specified in Exhibit A, including without limitation: (i) a brief description of the Pathway Conservation Project; (ii) the volume of Pathway Conserved Water attributable to the Pathway Conservation Project; and (iii) the total volume of Pathway Conserved Water attributable to the Pathway Conservation Project described in the Notice of Completion of Pathway Conservation Project together with the cumulative volume of Pathway Conserved Water attributable to Pathway Conservation Projects described in all previously submitted Notices of Completion of Pathway Conservation Project (“**Total Pathway Conserved Water**”). As noted in Recital E above, where a Pathway Conservation Project is being implemented in phases over time, the Notice of Completion of Pathway Conservation Project will be based on the completion of the particular phase or phases as of the date of the notice.

b. Within ten (10) business days of receipt of a Notice of Completion of Pathway Conservation Project, each District shall provide to the Watermaster confirmation of receipt of the Notice of Completion of Pathway Conservation Project, including the

volume of Total Pathway Conserved Water, with such confirmation delivered in accordance with Paragraph 7 below.

3. Water Use Forbearance. AD, COID, LPID, SID, and TID agree not to divert for their use, allocate, or otherwise make use of the Total Pathway Conserved Water attributable to Pathway Conservation Projects contemplated by this Agreement.

4. Accounting by OWRD. The Districts intend for the water use forbearance obligation described in Paragraph 3 to be incorporated in accounting maintained by OWRD. A fully executed copy of this Agreement shall be delivered to the Watermaster in accordance with Paragraph 7 below. The Districts agree to work with the Watermaster on an appropriate and accurate accounting of the Total Pathway Conserved Water and the associated water use forbearance to ensure that the objectives of this Agreement are realized. The Districts will meet with the Watermaster in March of each year to discuss and finalize the accounting approach for the upcoming irrigation season. The Districts anticipate that the annual discussion will take into account how the Total Conserved Water will be reflected in OWRD's Deschutes basin storage reports, how the DRIFT model may be used support OWRD's Deschutes basin storage reports, the extent to which anticipated water conditions (such as drought) may need to be reflected in the accounting and forbearance efforts, along with other relevant considerations, all with the goal of transparency, predictability, and ease of implementation in mind.

5. No Forfeiture. Each District enters this Agreement on a voluntary basis, and each District acknowledges that the other Districts are entering this Agreement on a voluntary basis. As such, notwithstanding the voluntary forbearance of water use in Paragraph 3 above, each District recognizes that this Agreement does not preclude or otherwise interfere with each of the other Districts' remaining ready, willing, and able to utilize the full amount of water available under each of the other District's respective water rights.

6. Amendment and Termination. This Agreement may not be amended or terminated except by written agreement of all the Districts. Prior to amendment or termination of this Agreement, notice of the proposed amendment or termination shall be provided to OWRD in accordance with Paragraph 7 below.

7. Notice. Any notice, acknowledgement, or statement given by a District under this Agreement (or by OWRD for acknowledgement purposes as outlined below) shall be in writing and sent by either hand delivery, certified U.S. mail, or email, directed to the street address or email address listed below, or to such other address as the receiving party may designate in writing in a notice given in accordance with this Paragraph 7.

North Unit Irrigation District Attn: Josh Bailey, Manager 2024 NW Beech Street Madras, OR 97741 jbailey@northunitid.com	Arnold Irrigation District Attn: Colin Wills, Manager 19604 Buck Canyon Road Bend, OR 97702 cwills@arnoldid.com
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Jan 22, 2025

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
Oregon Water Resources Department Attn: Watermaster, District 11 231 SW Scalehouse Loop, Suite 103 Bend, OR 97702 jeremy.t.giffin@water.oregon.gov	

8. **Authority.** Each signatory to this Agreement warrants that it has the authority to execute this Agreement on behalf of the District for which it is signing.

9. **Counterparts.** This Agreement may be executed simultaneously or with separate signature pages and in more than one counterpart, each of which will be deemed an original, and all of which together shall constitute one and the same Agreement.

This Agreement has been signed by the Districts as of the Effective Date.

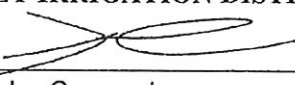
NORTH UNIT IRRIGATION DISTRICT By: <u>Joshua Bailey</u> Name: <u>Joshua Bailey</u> Title: <u>General Manager</u>	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
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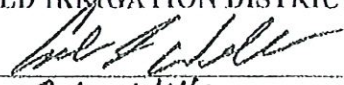
NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By:  Name: <u>Jer Camarata</u> Title: <u>General Manager / Board Secretary</u>
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
Oregon Water Resources Department Attn: Watermaster, District 11 231 SW Scalehouse Loop, Suite 103 Bend, OR 97702 jeremy.t.giffin@water.oregon.gov	

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NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By:  Name: <u>Colin Wills</u> Title: <u>District Manager</u>	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
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NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: <u>CHRIS SCHULL</u> Name: <u>C. Schull</u> Title: <u>DISTRICT MANAGER</u>
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
Oregon Water Resources Department Attn: Watermaster, District 11 231 SW Scalehouse Loop, Suite 103 Bend, OR 97702 jeremy.l.giffin@water.oregon.gov	

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ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By:  Name: <u>CRAIG HORRELL</u> Title: <u>MANAGING DIRECTOR</u>	LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____

Madras, OR 97741 jbailey@northunitid.com	Bend, OR 97702 cwills@arnoldid.com
Central Oregon Irrigation District Attn: Craig Horrell, Manager 1055 SW Lake Court Redmond, OR 97756 chorrell@coid.org	Lone Pine Irrigation District Attn: Terry Smith, Chair PO Box 564 Terrebonne, OR 97760 thesmithranch@gmail.com
Swalley Irrigation District Attn: Jer Camarata, Manager 64672 Cook Avenue, Suite 1 Bend, OR 97703 jer@swalley.com	Tumalo Irrigation District Attn: Chris Schull, Manager 64697 Cook Avenue Bend, OR 97703 chris@tumalo.org
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This Agreement has been signed by the Districts as of the Effective Date.

NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____	LONE PINE IRRIGATION DISTRICT By: <u>Jerry C. Smith</u> Name: <u>Terry C. Smith</u>

Name: _____	Title: <u>Chairman of the Board</u>
Title: _____	

OWRD is not a party to this Agreement. However, by its signature below, for purposes of enabling the Districts to realize the objectives of this Agreement, OWRD acknowledges that it has been provided a copy of this Agreement, is aware of the obligations of the Districts under this Agreement, and interprets this Agreement to be consistent with Oregon water law and OWRD's management policies.

Moreover, in furtherance of enabling the Districts to realize the objectives of this Agreement, the Watermaster will:

(1) upon the Watermaster's receipt of (i) each Notice of Completion of Pathway Conservation Project as described in Paragraph 2.a above and (ii) confirmation from each District of the volume of Total Pathway Conserved Water as described in Paragraph 2.b above, acknowledge each such Notice of Completion of Pathway Conservation Project by countersigning each said notice and delivering to the Conserving District and NUID a copy of the countersigned said notice, in accordance with Paragraph 7 above;

(2) update and maintain OWRD's accounting to incorporate the water use forbearance obligation described in Paragraph 3 above; and

(3) communicate any noncompliance with the water use forbearance obligation described in Paragraph 3 above by providing notice to the Districts in accordance with Paragraph 7 above.

OREGON WATER RESOURCES DEPARTMENT

By: _____
Printed Name: _____
Title: Watermaster for District 11

OWRD is not a party to this Agreement. However, by its signature below, for purposes of enabling the Districts to realize the objectives of this Agreement, OWRD acknowledges that it has been provided a copy of this Agreement, is aware of the obligations of the Districts under this Agreement, and interprets this Agreement to be consistent with Oregon water law and OWRD's management policies.

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(2) update and maintain OWRD's accounting to incorporate the water use forbearance obligation described in Paragraph 3 above; and

(3) communicate any noncompliance with the water use forbearance obligation described in Paragraph 3 above by providing notice to the Districts in accordance with Paragraph 7 above.

OREGON WATER RESOURCES DEPARTMENT

By: _____

Printed Name: _____

Title: Watermaster for District 11

* The Watermaster will account for and confirm the cumulative Total Conserved Pathway Water for all Pathway Conservation Projects by all Conserving Districts by priority dates and sub-seasons prior to the start of the irrigation season, based on the annual discussion with the Districts in March of each year.

NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	OREGON WATER RESOURCES DEPARTMENT By: _____ Printed Name: _____ Title: Watermaster for District 11
LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	

**EXHIBIT A
TO
DESCHUTES BASIN IRRIGATION DISTRICT
CONSERVED WATER FORBEARANCE AGREEMENT**

Water Conservation and Protection Pathways for Irrigation Modernization Projects in the Upper
Deschutes Basin,” dated December 18, 2024

EXHIBIT A



Memorandum

TO: Deschutes Basin Board of Control
FROM: Dwight French, OWRD Water Right Services Division Administrator
Kim Fritz-Ogren, OWRD Field Services Division Administrator
Carolyn Sufit, OWRD Central Region Manager
Emelie McKain, OWRD Senior Water Advisor
CC: Confederated Tribes of the Warm Springs, Deschutes River
Conservancy
DATE: December 18, 2024
SUBJECT: Water Conservation and Protection Pathway for Irrigation
Modernization Projects in the Upper Deschutes Basin

Contents

Introduction	1
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Pathway Implementation Notes	4
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Introduction

In early 2024 Oregon Water Resources Department "OWRD" issued a memorandum (*Upper Deschutes Water Conservation and Protection Pathways for Irrigation Modernization Projects, January 19, 2024*) describing the available pathways for project proponents applying for OWRD grant funding to conserve and protect water resulting from irrigation modernization projects. This document supersedes the January 2024 memorandum.

Since the issuance of the initial memorandum, OWRD has collaborated with all Deschutes basin irrigation districts, Deschutes River Conservancy, Confederated Tribes of the Warm Springs, and other basin partners to increase clarity on the available pathways and refine the district preferred pathway for project implementation. The below procedural steps describe the pathway and associated expectations of all participating parties. This pathway is available under current OWRD authorities for implementation by irrigation modernization projects in the upper Deschutes basin, though its use is not required. Information on the application of this pathway for OWRD specific grant programs is included.

EXHIBIT A

Pathway Description

Reduce Diversion, Diminish Live Flow Water Right Certificate of Conserving District, Permanently Transfer Wickiup Storage Right, and Secure a New Permanent Secondary Use Right of Wickiup Stored Water

Under this pathway, the project proponent completing an irrigation modernization project will reduce its diversion by the proposed amount of water conserved by the project, and in turn, through an interdistrict forbearance agreement, North Unit Irrigation District "NUID" will be able to utilize the water conserved for irrigation purposes during the irrigation season. To ensure environmental benefit in addition to economic and social benefits, NUID will permanently transfer the character of use for its Wickiup Reservoir storage right (to include flow augmentation) in an amount equal to the volume of water conserved by the project, and then release the stored water from Wickiup Reservoir under a secondary use right as flow augmentation to protect it from diversion between Wickiup Reservoir and Lake Billy Chinook.

The following steps describe pathway implementation:

COID/AID/LPID implement a project, resulting in conserved live flow water during the irrigation season. The conserved live flow water is removed from the conserving district certificate and available for diversion by NUID for use as irrigation water during the same irrigation season. This water will be made available in the season immediately following project construction. In the event that the project does not perform as intended in the first season of operation due to construction or operational issues (e.g., leaking pipeline joints, valve failures, etc.), the conserving district will remedy the issues as soon as reasonably practicable, with the deficiency taken into account in determining the amount of water made available for diversion by NUID for use as irrigation water during that same first season of operation.

To ensure availability of the conserved water to NUID, the districts (Arnold Irrigation District "AID", Lone Pine Irrigation District "LPID", Central Oregon Irrigation District "COID", Tumalo Irrigation District "TID", Swalley Irrigation District "SID", North Unit Irrigation District, "NUID") will enter into a forbearance agreement with one another that enables NUID to divert the conserved water out of priority as part of NUID's existing live flow water rights.

NUID will either:

Divert the conserved water at the North Canal Diversion Dam, which is the authorized POD for NUID's live flow water rights, or

The water will be diverted into COID's system, and then delivered to NUID at the Pilot Butte Canal NUID Point of Delivery (hereinafter "PBC NUID-POD"), up to the capacity of the PBC NUID-POD. To the extent that water is delivered via the PBC NUID-POD, NUID will apply for a water right transfer to add the COID diversion and PBC NUID-POD as an authorized point of diversion for its live flow water rights. Once approved, NUID may use this location as an authorized point of diversion.

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The conserving district (except when NUID is the conserving district) will reduce its live flow water right certificate(s) by the conserved water amount committed to in the grant application and confirmed by OWRD, including potentially through a project seepage analysis. The conserving district will diminish its water right certificate(s) by at least an amount that ensures quantifiable water is conserved. The starting point for reduction and volume of water reduced from the certificate will be calculated by OWRD using information from the project proposal, applicable water rights, historical diversion data and recent seepage run data. Certificate reductions for COID and LPID will be concentrated in seasons 2-4 to prevent injury to NUID and ensure water is made available when NUID can divert and put the water to use. Certificate reductions for AID will be concentrated in seasons 2-4, with the ability to extend reductions into season 5, so long as such extended reduction prevents injury to NUID and ensures water is made available when NUID can divert and put the water to use. Certificate reductions by districts other than AID, COID, and LPID shall be subject to further discussion with OWRD. This minimum water right certificate diminishment amount may take into account cumulative conservation amounts across multiple projects. Certificate modification calculations will be led by OWRD and coordinated with the conserving district. OWRD will develop and share a methodology for each district proposing to utilize this pathway. Districts are encouraged to consult with OWRD to conduct pre-application seepage analyses to inform grant applications and increase efficiencies on project completion timelines.

The Department will consult with the districts in developing an approach to measuring, reporting, and accounting for the conserved water being made available to NUID. OWRD will monitor diversion reductions dictated by certificate modifications at the appropriate gage. OWRD will also track the applicable live flow that is available for diversion by NUID at the appropriate gage and, if applicable, through the PBC NUID-POD. Throughout the irrigation season, OWRD will track the conserved water available for diversion by NUID resulting from a project in the Department storage report. At the end of each irrigation season, OWRD will determine the amount of live flow made available for diversion by NUID and determine the volume of water to be released from Wickiup Reservoir as flow augmentation during the defined season of benefit in the OWRD grant proposal following the end of the irrigation season. The Department and the districts recognize that in the event the live flow certificate(s) for the conserving district is curtailed by OWRD, such curtailment will also result in a reduction in the amount of conserved water being made available for diversion by NUID, and a corresponding reduction in the amount of water to be released from Wickiup Reservoir as flow augmentation for the defined season of benefit following the end of the irrigation season in which the live flow curtailment occurred.

For each project by the conserving districts resulting in conserved water made available for diversion by NUID, NUID will complete a permanent transfer of character of use of its storage right to a combination of flow augmentation and irrigation. The volume transferred to the new flow augmentation and irrigation use cannot be modified to another character of use (i.e., purposes for which water is stored) other than instream in the future.

Once the permanent transfer of character of use of its storage right for a particular

EXHIBIT A

increment of conserved water is in place, NUID will further secure a new permanent secondary use right in Wickiup Reservoir for flow augmentation and irrigation totaling up to 100% of the conserved water resulting from the project (i.e., the increment of the storage right that would then have a character of use of flow augmentation and irrigation). This new secondary right shall be conditioned, as proposed in the secondary right application and described in the project proposal, to authorize flow augmentation release only, with the only exception being if OWRD regulation occurs during the irrigation season that makes less conserved water available to NUID for diversion than otherwise intended through the above transactions. This volume will be calculated by OWRD annually. The new resulting secondary use right cannot be transferred to another use other than instream in the future. This prohibition does not preclude a change to the authorized place of use for the irrigation component of the secondary water right consistent with district transfer or other water right transfer processes.

The new secondary use right will be a new secondary use right with a corresponding amount of the original secondary use right canceled. The total secondary use right amount for flow augmentation/irrigation will equal the total storage right amount transferred to flow augmentation/irrigation. NUID will release from Wickiup a volume of water as flow augmentation during the defined season of benefit in the OWRD grant proposal that is equivalent to the volume of conserved water made available for diversion by NUID during the prior irrigation season. The defined season of benefit shall include the period between September 16 through March 31, with the exact schedule for release of water from Wickiup in any given year subject to direction from state and federal fish and wildlife agencies.

The Department will consult with the Confederated Tribes of Warm Springs, a sovereign co-manager of the water resources of the Deschutes Basin, throughout the pathway implementation process described herein to assure that the Department complies with the Confederated Tribes of Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended, particularly with respect to the grant awards and anticipated water right transfers.

Pathway Implementation Notes

Commitments

In order to realize benefits while balancing the need to confirm conserved water, project proponents commit to reducing their diversions by the proposed percentage of water conserved in the irrigation season immediately following project construction. This can result in voluntary diversion reductions while a formal certificate diminishment is in processing at OWRD.

Grant Requirements

Projects are not required to utilize the above described pathway for water conservation and protection. If project proponents propose to utilize a different pathway for conservation and protection of water resulting from a state funded project, it will be scored appropriately in OWRD grant programs.

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Grant requirements for this pathway are listed in the template grant agreement language below. Any exceptions sought to grant requirements will be requested by the grantee to OWRD. Exceptions will be evaluated on a case specific basis and must still achieve the legal protection of water instream.

If the grantee proposes to utilize this pathway and does not uphold the steps and conditions outlined above, then it would be in default of the grant agreement.

Grant Evaluation Guidance

The following describes how the pathway would be evaluated for environmental benefit within OWRD's Water Projects Grants and Loans program.

Category 2: Environmental Benefits

2a. Does the project result in measurable improvements to streamflow?

The option at minimum permanently allocates stored water for flow augmentation protecting it from other out of stream use. The option provides the potential for significant instream benefit for the season defined for flow augmentation in the grant application, depending on the specific amount of water to be conserved. The winter season of benefit does not inherently carry significant risk of withdrawal from the river aside from planned stock runs. Therefore, the applicant could receive *up to high* points for measurable improvements in protected streamflow criteria.

2b. Does the project result in water conservation?

There is measurable reduction to the grantee's diversion post project due to certificate diminishment and NUID's modification of its storage right and its irrigation secondary use rights from storage, assuring that water is conserved because of the project. The applicant could receive *up to exceptional* points for water conservation.

Continued Refinement

The pathway described herein can be implemented within existing authorities. It is acknowledged that as policies and authorities change, this process may be updated in collaboration with participating parties in a public process. Potential updates would prioritize actions that increase permanency of conserved water outcomes proposed, increase transparency, and make water management actions more efficient. OWRD and project proponents will continue to collaborate on potential solutions to remaining challenges.

This pathway relies on interdistrict agreements and forbearance agreements being upheld over time. As staff and managers change there is a need for continued coordination to ensure existing agreements are upheld. The failure to uphold existing agreements by the grantee will result in remedies upon default as dictated by the terms and conditions in the applicable OWRD grant agreement. Interdistrict agreements ensure that the project proponents will reduce their diversions via certificate reductions in exchange for NUID protecting storage volumes equivalent to the volumes of water conserved for use as flow augmentation. Forbearance agreements ensure that all intervening districts will forego the live flow that is made available by the certificate

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reduction, and that NUID can divert all the water conserved from the project during the irrigation season. Lastly, transaction costs of transfers resulting from the pathway being implemented have been noted as potentially cost prohibitive. Participating parties will continue to work toward solutions on identified and potential challenges with the pathway implementation.

Grant Agreement Language

The following template language will be used in OWRD grant agreements that propose implementation of the pathway. Template language is developed as of the date of this memorandum and may be updated for specific project needs.

Legal Protection of Conserved Water Instream.

No less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received a copy of the Interdistrict Agreement between the Grantee and North Unit Irrigation District (NUID), a copy of NUID's application to transfer the character of use for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water, and a copy of the application for Grantee water right certificate reduction equal to no less than ## percent of the conserved water. The Grantee's withdrawal from the Interdistrict Agreement with NUID is prohibited and shall be a default under this Agreement. The Final Report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes, and a copy of the new Grantee certificate diminishing the original right for irrigation.

FOR NUID ONLY:

Legal Protection of Water for Flow Augmentation Equivalent to Conserved Water.

A volume of stored water in Wickiup Reservoir equivalent to no less than ## percent of the water conserved as a result of the Project shall be dedicated to flow augmentation use protected from Wickiup Dam to Lake Billy Chinook. The Grantor shall not release any Grant moneys under this Agreement until the Grantor has received Grantee's application to transfer the character of use from irrigation purposes to flow augmentation and irrigation purposes for the portion of its Wickiup Reservoir storage right equal to no less than ## percent of the conserved water. The Final report shall include a copy of the certificate for the new NUID secondary use right allowing the use of stored water for flow augmentation and irrigation purposes.

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Appendix A: Detailed Steps for Pathway Implementation

Applicants are to follow the below steps to implement the Upper Deschutes conservation and protection pathway:

Note: NUID only will skip to step 3.

1. Grantee (COLD/LPID/AID) does a certificate partial cancellation for the volume of water conserved through a piping project. Districts will, if necessary, also be reducing an additional amount of water/rate that historically had not been used (paper water above their historic diversion).
 - a. Grantee will request OWRD confirmation of volume and starting point for certificate partial cancellation.
 - i. Points of contact for questions: Jeremy Giffin, Carolyn Sufit
 - b. Application Process: Affidavit of Voluntary Cancellation of a Water Right Certificate
 - i. Fees: No applicable fees.
 - ii. Points of contact for questions and/or pre-application conference: Ann Reece, Lisa Jaramillo
 - iii. Estimated application processing timeline: 1+ month
 - c. Submit copy of voluntary cancellation application to OWRD grants staff
2. Grantee (COLD/LPID/AID) submits copy of the forbearance agreement to OWRD grants staff. North Unit Irrigation District then is able to divert water that has been reduced off of the grantee's certificate through an interdistrict forbearance agreement.
 - a. OWRD Process: Watermaster regulation/storage
 - b. Points of contact for questions: Jeremy Giffin, Carolyn Sufit
 - c. Grantee to submit copy of forbearance agreement to OWRD grants staff
3. North Unit Irrigation District submits a transfer application for a change in character of use for a volume of its Wickiup storage right equal to the amount it will be able to divert as a result of certificate reductions, or the volume of water conserved under an NUID project. The change of character of use would allow irrigation but add flow augmentation as a use for a specific volume of stored water.
 - a. OWRD Process: Div. 380 Application for Permanent Water Right Transfer
 - i. Estimated application processing timeline: 12+ months
 - ii. Additional forms that must be submitted with the Transfer Application:
 1. Evidence of Use Affidavit (and supporting documentation)
 2. Land Use Information Form
 3. Completed Transfer Application Map
 4. Fees: base transfer fee only.
 - iii. Points of contact for questions and/or pre-application conference: Sarah Henderson, Corey Courchane, Lisa Jaramillo
 - iv. Claim of beneficial use must be submitted to OWRD after final order of transfer is issued.
 1. Beneficial use specific questions: Gerry Clark
 - b. Submit copy of transfer application to OWRD grants staff

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4. North Unit Irrigation District submits new water right application requesting a secondary water right to use stored water for irrigation and flow augmentation. Application is submitted after storage transfer final order is issued (NUID does not need to wait for claim of beneficial use to be submitted).
 - a. OWRD Process: Application for a Permit to Use Surface Water
 - i. Estimated application processing timeline: 6+ months
 - ii. Note in application:
 1. Check box for expedited review process
 2. Request conditions to ensure flow augmentation releases are upheld.
 3. Request original secondary water right be partially cancelled by the amount of new secondary water right concurrent with new secondary right issuance. See #1 above for process and form requirements.
 - iii. Additional forms that must be submitted with the application requesting a secondary water right to use stored water:
 1. Land Use Information Form
 2. Legal description of (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.)
 3. Completed Application Map
 4. Evidence that the proposed use of stored water is one of the authorized uses under the primary storage right
 5. Documentary evidence that an agreement has been entered into with the owners of the reservoir for a sufficient interest in the reservoir to impound enough water for the purposes set forth in the application (e.g., a copy of a contract),
 6. Fees: base application fee plus fee associated with volume proposed for use.
 - iv. Points of contact for questions and/or pre-application conference: Lucinda Vranizan, Katie Ratcliffe
5. Once all steps are completed, grantee submits a copy of NUID new secondary use right and a copy of the partially cancelled district water right to OWRD grants staff.

EXHIBIT B - Example
 Exhibit B's from COID, SID, Lone Pine
 and AID should be signed by January 31,
 2025. Tables listing expected water by
 District attached after this Exhibit B.

EXHIBIT B
TO
DESCHUTES BASIN IRRIGATION DISTRICT
CONSERVED WATER FORBEARANCE AGREEMENT

Form of Notice of Completion of Pathway Conservation Project

Received by
 OWRD
 Jan 22, 2025

North Unit Irrigation District, Arnold Irrigation District, Central Oregon Irrigation District, Lone Pine Irrigation District, Swalley Irrigation District, and Tumalo Irrigation District are parties to that certain Deschutes Basin Irrigation District Conserved Water Forbearance Agreement dated effective as of December 20, 2024 (the "Forbearance Agreement"). Capitalized terms used, but not otherwise defined in this Notice of Completion of Pathway Conservation Project shall have the meanings ascribed to them in the Forbearance Agreement.

By delivery of this Notice of Completion of Pathway Conservation Project in accordance with the Forbearance Agreement, the Conserving District hereby notifies the Watermaster and the Districts of completion of a Pathway Conservation Project. As provided in Paragraph 2.a of the Forbearance Agreement, each District shall confirm receipt of this Notice of Pathway Conservation Project and the volume of Total Conserved Water. Further, upon receipt of this Notice of Completion of Pathway Conservation Project and confirmation from the Districts of the volume of Total Pathway Conserved Water, the Watermaster shall countersign this Notice of Completion of Pathway Conservation Project and deliver a copy of the countersigned said notice to the Conserving District and NUID.

Notice Date:	
Conserving District:	
Name of Pathway Conservation Project:	
Conserving District's Water Right Certificates:	certificate no. _____; priority date _____ certificate no. _____; priority date _____ certificate no. _____; priority date _____
Conserved Water from Pathway Conservation Project:	_____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____
Total Conserved Pathway Water (including each Pathway Conservation Project by the Conserving District, by priority date)*	_____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____ _____ acre-feet; priority date _____; sub-season _____

* The Watermaster will account for and confirm the cumulative Total Conserved Pathway Water for all Pathway Conservation Projects by all Conserving Districts by priority dates and sub-seasons prior to the start of the irrigation season, based on the annual discussion with the Districts in March of each year.

NORTH UNIT IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	SWALLEY IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
ARNOLD IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	TUMALO IRRIGATION DISTRICT By: _____ Name: _____ Title: _____
CENTRAL OREGON IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	OREGON WATER RESOURCES DEPARTMENT By: _____ Printed Name: _____ Title: Watermaster for District 11
LONE PINE IRRIGATION DISTRICT By: _____ Name: _____ Title: _____	

1/17/2025

Middle Deschutes Districts Forbearance Water to NUID

District	Priority	S1	S2	S3	S4	S5	Volume	Projects Included	Notes
SID	1899	0.713	0.954	1.8	0.954	0.713	581.16	SID Main Phase 7	SID participating 1/9/2025 email and meeting 1/14. Affidavit in development
COLD	1900	0	55.668	55.668	55.668	0	16864.06	SPP, Smith Rock King Way, J&L G&G2	COLD meeting 1/15/2025. Affidavit in development
COLD	1907	0	0	0	0	0	0.00	No changes to this priority	None of 1907 priority in forbearance or cancellation
LPID	1900	0	7.280	7.280	7.280	0.000	2205.40	Main Canal, 2 winter construction	Rates finalized, affidavit of partial cancellation signed, submitted
AID	1905	0	20.550	20.550	20.550	2.850	6411.57	Main Phase 1 and Phase 2	Rates finalized, affidavit of partial cancellation signed, submitted
NUID	1913	5.3	5.300	5.300	5.300	5.300	2245.72	NUID segment 1-2	No affidavits of partial cancellation but volume included in character of use transfer
		6.013	89.752	90.598	89.752	8.863	28307.91	Current max total	Forbearance Agreement Exhibit B's expected by January 31, 2025

AID also reducing non-project water in season 3: 26.107 cfs

submitted with affidavit, not part of forbearance

COLD also reducing non-project water in season 2-4: 29.663 cfs

non-project reduction to 1900, will be itemized in affidavit, not part of forbearance

Seasons	Period		Days
S1	1-Apr	30-Apr	30
S2	1-May	14-May	14
S3	15-May	14-Sep	123
S4	15-Sep	30-Sep	16
S5	1-Oct	31-Oct	31

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Jan 22, 2025

1/21/2025

Middle Deschutes Districts Forbearance Water to NUID

District	Priority	S1	S1 AF	S2	S2 AF	S3	S3 AF	S4	S4 AF	S5	S5 AF	Volume	Projects Included	Notes
SID	1899	0.713		0.954		1.800		0.954		0.713			SID Main Phase 7	As of 1/9/25 email from Jer and meeting on 01/14/2025
		42.35		26.44		438.37		30.22		43.76		581.16		
COID	1900	0.000		55.668		55.668		55.668		0.000			SPP, Smith Rock-King Way, J&L, G&G2	Numbers as of meeting on 01/15/2025
		0.00		1543.12		13557.38		1763.56		0.00		16864.06		
COID	1907	0.000		0.000		0.000		0.000		0.000			COID not conserving 1907	Not deducting from 1907
		0.00		0.00		0.00		0.00		0.00		0.00		
LPID	1900	0.000		7.280		7.280		7.280		0.000			Main Canal, 2 winter construction	Rates finalized, affidavit of partial cancellation submitted
		0.00		201.80		1772.97		230.63		0.00		2205.40		
AID	1905	0.000		20.550		20.550		20.550		2.850			Main Phase 1 and Phase 2	Rates finalized, affidavit of partial cancellation submitted (April 1905 priority)
		0.00		570.64		5013.52		652.17		175.24		6411.57		
NUID	1913	5.300		5.300		5.300		5.300		5.300			NUID segment 1-2	Does not include CW-102 lease water 302 AF, no affidavits of partial cancellation
		314.82		146.92		1290.76		167.90		325.31		2245.72		
		6.013		89.752		90.598		89.752		8.863		28307.91	Current max total	
		357.17		2488.92		22073.01		2844.48		544.32		28307.91		

AID also reducing non-project water in season 3:

26.107 cfs

COID also reducing non-project water in season 2-4:

13.445 cfs

Seasons	Period		Days
S1	1-Apr	30-Apr	30
S2	1-May	14-May	14
S3	15-May	14-Sep	123
S4	15-Sep	30-Sep	16
S5	1-Oct	31-Oct	31