

State Security Land
P.O. Box 1285
Applegate Or 97530

3437

16

STATUS OF APPLICATION

DVA Notification

DESCRIPTION OF WATER RIGHT

FEES PAID

Change in point of diversion
Date filed 2-19-76
Date of hearing 10-5-76
Place of hearing Medford
Date of order 10-6-76 Vol. 27, page 496
Date for application of water 10-1-77
Proof mailed _____
Proof received _____
Certificate issued NOV 23 1976 Vol. 36, page 42991
JAN 22 1987 51 55445

Name of stream Applegate River
Trib. of _____ County of Jackson
Use irrigation
Quantity of water _____ No. of acres 25^c
Name of ditch Cook Ditch
Date of priority March 13, 1920
In name of B. M. & L. H. Clute
_____ Adjudication, Vol. _____, page _____
App. No. 7174 Per. No. 4499 Cert. No. 11412
Certificate cancelled _____
Notation made on record by _____

Date	Amount	Receipt No.
<u>7-12-76</u>	<u>45^c PON</u>	<u>54423</u>
<u>7-19-76</u>	<u>35^c</u>	<u>54424</u>
TOTAL . . .	<u>2⁰⁰</u> Cert. Fee	
Medford Mail Tribune		<u>2952</u>

FEES REFUNDED

Date	Amount	Check No.
	<u>1348</u>	

Fees Exam 20 -
POD 15 -
35 -

to survey 2/79
Note: Survey T-4622 at the same time

REMARKS

SEE T-4622

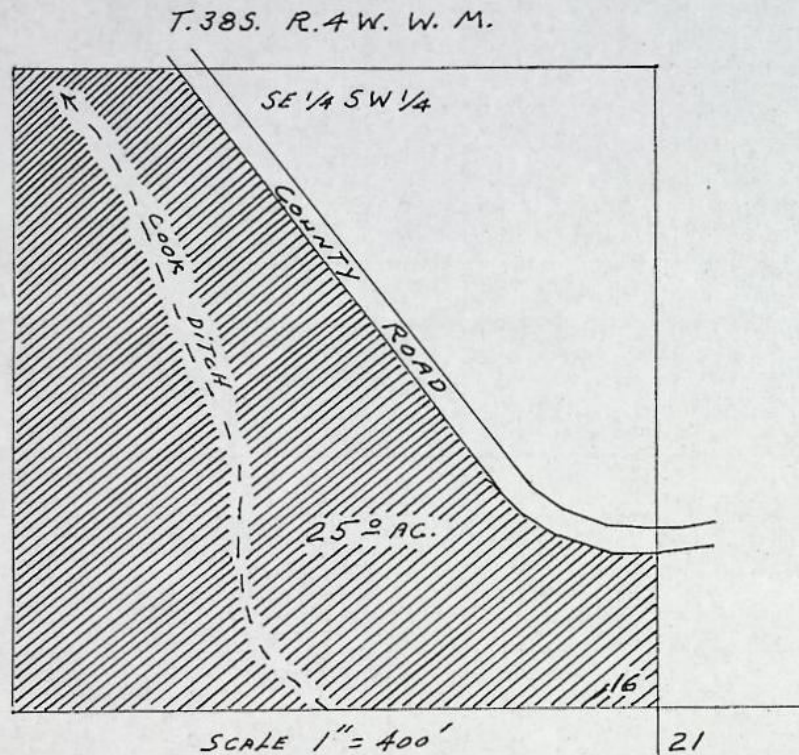
TO BE ENTERED WHERE CHECKED	INDEX CARDS:		Entered	Checked
	<u>WA</u>	Name	<u>✓</u>	
	<u>WA</u>	Stream	<u>✓</u>	
	<u>WA</u>	Pt. of Div.	<u>✓</u>	
		Calendar	<u>✓</u>	
	CHECKED TO RECORDS:			
	<u>✓</u>	Twp. & Rge.	<u>WA</u>	
		Decree-vault		
		Decree-safe		
	<u>✓</u>	Cert. of W/R	<u>WA</u>	
	<u>✓</u>	Per. Folder	<u>WA</u>	
		Chainindex		
		Cross Ref.		
		Power Claim		
		Abstracts		

203

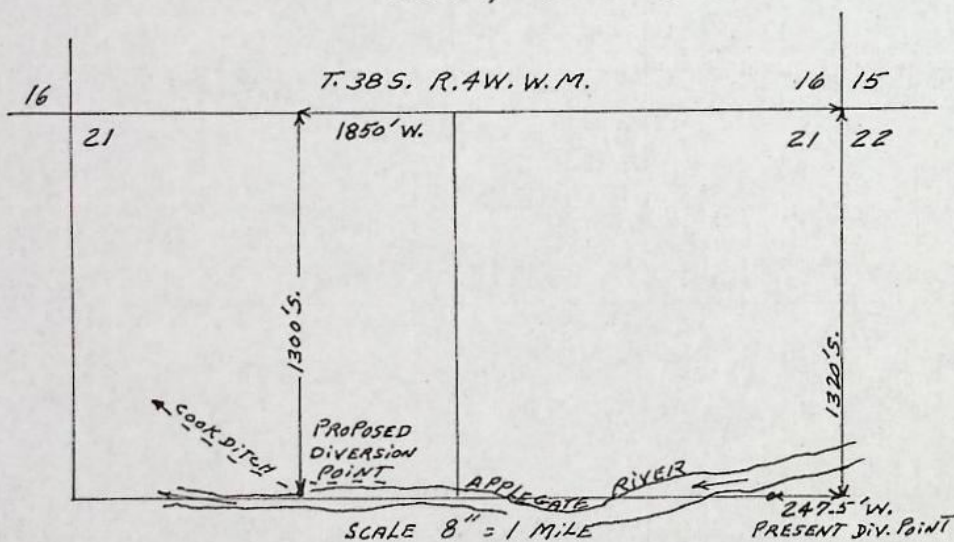
Ellis
Cunningham

P 4499
C 5445
T 3437 (confirm)

T 3437



MAP TO ACCOMPANY APPLICATION OF
GREGORY K. AND JANET N. YAMADA FOR
CHANGE IN POINT OF DIVERSION ON PERMIT #4499
PRIORITY MARCH 13, 1920



RECEIVED
JUL 1 1976
WATER RESOURCES DEPT
SALT LAKE CITY



7-15-76

T-2437



IN REPLY
REFER TO:

PN-3322
WTR-4.00

United States Department of the Interior

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

AUG 16 2004

CERTIFIED – RETURN RECEIPT REQUESTED
7001 0320 0004 8218 3603

Mr. Gregory K. and Janet N. Yamada
17777 N. Applegate Road
Grants Pass, OR 97527

Subject: Termination of Applegate Reservoir Water Service Contract No. 1-07-10-W0339,
Rogue River Basin Project, Oregon

Dear Mr. and Ms. Yamada:

Since payment for annual water service is in arrears, we are hereby terminating Contract No. 1-07-10-W0339, dated August 6, 1981, with you. This termination action is taken in accordance with Article 10 of the subject contract. Please note, this termination does not release you from any outstanding obligation determined by this office to be owed for water service provided under the subject contract.

If you have any questions regarding this action, please contact Mr. Michael Cobell of this office at the above address or by telephone at 208-378-5223. Questions regarding the outstanding water service payment(s) may be directed to the attention of Ms. Nancy Catron of our Finance office at the above address or telephone 208-378-5065.

Sincerely,

Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation

cc: Water Rights Division
Oregon Water Resources Department
725 Summer Street N.E., Suite A
Salem, OR 97301-1271

U.S. Army Corps of Engineers
Attention: CENWP-EC-HR
P.O. Box 2946
Portland, OR 97208-2946

Mr. Larry Menteer
District 13 Watermaster
10 S. Oakdale, Room 106
Medford, OR 97501

RECEIVED

AUG 18 2004

**WATER RESOURCES DEPT
SALEM, OREGON**



app- T-3437

related to T-4622

Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

July 18, 1985

Gregory and Janet Yamada
17777 N. Applegate Road
Grants Pass, OR 97526

07144

1-07-10 -W0339

valid contract

Dear Mr. and Mrs. Yamada:

You were notified by letter dated January 25, 1982 regarding the requirement for you to file an application for a permit for the appropriation and beneficial use of surface water. This requirement was based on the fact that you have a valid written contract for appropriation of stored water from Applegate Reservoir for supplemental irrigation from the Bureau of Reclamation. A copy of your contract is on file in this office.

Any appropriation of stored water under this contract is illegal unless you are the holder of a State issued permit specifically for this appropriation. Enclosed is an application form and booklet which will help explain the information needed in the application and also contains the fee schedule.

Please submit the completed application, maps, legal description of your property where the water will be used, and the fees as soon as possible so that we may issue the required permit.

Sincerely,

CHRIS L. HUGHES
Senior Water Rights Examiner

CLH:wpc

cc: Bruce Sund, Watermaster, District 13

enclosures
9574C



Water Resources Department
MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066
or
1-800-452-7813
(message line)

January 25, 1982

Gregory and Janet Yamada
17777 North Applegate Road
Grants Pass, OR 97526

Dear Mr. and Mrs. Yamada:

We have received a copy of your contract with the Bureau of Reclamation for storage of water from Applegate Reservoir for irrigation of 25 acres.

In order to use this stored water, the Oregon Statutes require each holder of such a contract to have a permit for the appropriation and beneficial use of surface water.

Enclosed is an application for a permit to appropriate surface water. Also enclosed is a booklet which will help explain the information needed in the application and the fees involved.

If you intend to use the water from Applegate Reservoir for irrigation this summer, you must first have a valid permit for this use from this office. Please fill out the application and return it to this office as soon as possible.

Sincerely,

CHRIS L. HUGHES
Senior Water Rights Examiner

CLH:wpc
enclosure
9124A

COPY

Yamada

Contract No. 1-07-10-40339

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 6th day of August, 1981,
pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187),
and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which
acts are commonly known and referred to as the Reclamation Laws), and the
Flood Control Act of 1962 (76 Stat. 1173), between the UNITED STATES OF
AMERICA, hereinafter referred to as the United States, represented by the
Contracting Officer executing this contract, and Gregory K. & Janet N.,
Yamada, 17777 N. Applegate Rd. Grants Pass, Oregon 97526,
hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, The United States has constructed and operates Applegate Reservoir in the Rogue River Basin, Oregon, herein styled the Applegate Project, from which there is a flow of water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, has been appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

1 3. WHEREAS, The Contractor owns land or provides water service
2 to the owners of lands hereinafter described, for which a water supply
3 is desired to be secured from the United States;

4 NOW, THEREFORE, in consideration of the premises and the payment
5 by the Contractor to the United States of the charges in the manner
6 hereinafter provided, it is agreed:

7 Lands for Which Water is Furnished: Limitations on Deliveries

8 4. The United States shall make available each year to the Contractor
9 during the irrigation season from April 1 to October 31, inclusive, water
10 from the Applegate Project for the irrigation of land owned by or served by
11 the Contractor described as follows:

12 25 acres, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16, T. 38S., R. 44W., N.M.
13
14
15
16
17
18

19 Of the land described, not more than 25 acres are to be irrigated.

20 The amount of water to be made available hereunder shall be that quantity
21 which may be applied beneficially in accordance with good usage in the
22 irrigation of the land above described, but in no event shall it exceed a
23 total diversion of 25 acre-feet annually, measured at the point of
24 delivery of said water.

Recital 3
Article 4

Payments for Water

5. (a) An annual payment of \$ 125 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$ 125 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive 25 acre-feet of stored water, hereinafter referred to as the entitlement, for the irrigation of the lands described above. Payment for the annual charge is nonrefundable regardless of the amount of water actually used.

(b) The annual charge set forth in (a) above is based on an initial rate of \$5 per acre-foot of water; Provided, that such annual charge shall not be less than \$20. From time to time, but not less often than once every 5 years, the annual charge shall be reviewed by the Contracting Officer and revised, if necessary, to cover costs to the United States for the irrigation water marketing program of the Applegate Project. Any revision by the Contracting Officer will apply only to future charges and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

(c) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 13 of this contract.

Charge for Late Payments

6. The Contractor shall pay a late payment charge on installments or charges which are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; Provided, That the late payment charge percentage rate will not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment will

1 remain in effect until payment is received or a different rate is published.
2 The late payment rate for a 30-day period will be determined on the day
3 immediately following the due date and will be applied to the overdue
4 payment for any portion of the 30-day period of delinquency. In the case of
5 partial late payments, the amount received will first be applied to the late
6 charge on the principal and then to payment of the principal.

7 Furnishing of Water

8 7. (a) Upon payment of the annual charge specified in sub-
9 article 5(a) above, the United States will furnish a maximum of 25
10 acre-feet of water to the Contractor from the Applegate Project. No
11 water shall be furnished if the Contractor is delinquent in payment of the
12 required annual charge.

13 (b) Water for the purposes hereof shall be made available and
14 measured at the following point(s) of diversion:

15 1850 feet west of the northeast corner of Section 21
16 T. 38 S., R. 4 W., W.M.
17
18
19
20

21 The Contractor shall receive said water at the point of diversion and shall
22 be wholly responsible for securing said water at that point and diverting,
23 conveying, and utilizing it. The Contractor shall be required to conform
24 its diversions and releases to the control of the stream as established by
25 the appropriate State-appointed watermaster. The water to be delivered
26 hereunder shall be measured by means of measuring or controlling devices
27 satisfactory to the Contracting Officer. Such devices shall be furnished,

Article 7

1 installed, and maintained by and at the expense of the Contractor, but they
2 shall be and remain at all times under the control of the United States or
3 the watermaster whose representative may at all times have access to them
4 over any lands of the Contractor. All losses of water from seepage, evaporation,
5 or other cause, below said point of measurement, shall be borne by the
6 Contractor.

7 (c) The Contractor and all other entities heretofore or hereafter
8 contracting with the United States for a right to use water from the Applegate
9 Project shall, to the extent of their entitlement, have equal priority to
10 the use of water from such project so far as that may be physically practicable
11 and legally possible, without regard to the date of their respective contracts.

12 Special Conditions

13 8. (a) It is the responsibility of the Contractor to comply with
14 the laws of the State of Oregon regarding the obtaining and perfecting of per-
15 mits to divert water to the lands described in Article 4. The obligation of
16 the United States to deliver water under this contract is subject to an
17 operating plan for the Applegate Project determined in accordance with the
18 law governing the project.

19 (b) If, at some future date, the Contracting Officer determines
20 there is sufficient demand for irrigation water from the Applegate Project
21 to justify the formation of an irrigation district, water supply company, or
22 other water user organization, future water service may then be made contin-
23 gent upon the establishment of such an organization. Under this condition,
24 the Contractor will be notified at least one year in advance of the date
25 this contract is terminated and continued water service to the lands described

1 in Article 4 becomes dependent upon membership in the organization established
2 for that purpose.

3 Term of Contract

4 9. This contract shall become effective as of the date first above
5 written and will continue in force for 40 years unless sooner terminated in
6 accordance with Articles 8 or 10 or by agreement of the parties hereto.

7 Termination of Contract

8 10. This contract may be terminated and water service hereunder shall
9 cease at the option of the United States as set forth in Article 8(b) or at
10 any other time if the Contractor is delinquent in payment of the water
11 service charge for a period of 30 days or upon failure of the Contractor to
12 abide by any notice, order, rule, or regulation of the United States or the
13 State of Oregon now or hereafter established affecting water service hereunder.

14 United States Not Liable for Water Shortages--Adjustments

15 11. On account of drought or uncontrollable forces, there may occur a
16 shortage in the total quantity of water available for furnishing to the
17 Contractor by the United States pursuant to this contract. In no event shall
18 any liability accrue against the United States or any of its officers, agents,
19 or employees for any damage direct or indirect arising from such shortages.
20 If such a shortage occurs, the United States will apportion the available
21 water supply among the Contractor and others entitled by existing and future
22 contracts to receive water from the Applegate Project.

23 Disclaimer

24 12. No provision of this contract, nor of any renewal thereof, nor the
25 furnishing of water hereunder will be construed to bind the United States

Articles 9, 10, 11, 12

1 after the expiration of this contract as the basis of a permanent water
2 right. Because of possible fluctuations in reservoir surface elevations and
3 downstream flows associated with the Applegate Project, the United States
4 does not guarantee the availability of water at the point of the Contractor's
5 diversion facilities as they may now be constructed or constructed hereafter.
6 Further, the United States will not be held responsible for any acts or
7 omissions of the Contractor's agents or of persons to whom water is furnished.

8 Notices

9 13. Any notice, demand, or request authorized or required by this
10 contract shall be deemed to have been given, on behalf of the Contractor,
11 when mailed, postage prepaid, or delivered to the Regional Director, Pacific
12 Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street,
13 Boise, Idaho 83724, and on behalf of the United States, when mailed,
14 postage prepaid, or delivered to Gregory K. & Janet M. Yamada, P.O. Box
15 235 Applegate Oregon 97530. The designation of the addressee or the
16 address may be changed by notice given in the same manner as provided
17 in this article for other notices.

18 General Provisions

19 14. The general provisions applicable to this contract are listed
20 below. The full text of these general provisions is attached as Exhibit A
21 and is hereby made a part of this contract.

- 22 a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- 23 b. WATER AND AIR POLLUTION CONTROL
- 24 c. QUALITY OF WATER
- 25 d. EQUAL OPPORTUNITY
- 26 e. EXCESS LANDS
- 27 f. COMPLIANCE WITH RULES AND REGULATIONS
- 28 g. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- 29 h. OFFICIALS NOT TO BENEFIT

Articles 13, 14

1 i. TITLE VI, CIVIL RIGHTS ACT OF 1964

2 j. WATER CONSERVATION PROGRAM

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

5 UNITED STATES OF AMERICA

Robert C. Barbo
FOR Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724

Ernesto A. Mendez
Contractor

STATE OF ~~IDaho~~ ^{OREGON})
County of ~~Ada~~ ^{Jackson} : ss)

On this 6 day of August, 1981, personally appeared before me Robert A. Barbo, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

David L. Hendrix
Notary Public in and for the
State of ~~Idaho~~ ^{Oregon}
Residing at Medford, Ore

(SEAL)

My commission expires: Nov. 3, 1984

STATE OF OREGON)
County of Jackson : ss)

On this 6 day of August, 1981, before me, David C. Hendrix, a Notary Public, personally appeared Gregory K. Yamada, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

David L. Hendrix
Notary Public in and for the
State of Oregon
Residing at Medford, Ore

(SEAL)

My commission expires: Nov. 3, 1984

GENERAL PROVISIONS--APPLEGATE PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

WATER AND AIR POLLUTION CONTROL

b. The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

c. The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

EQUAL OPPORTUNITY

d. During the performance of this contract, the Contractor agrees as follows:

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

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

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

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

EXCESS LANDS

e. (1) All irrigable land held in private ownership by any one owner in excess of 160 irrigable acres shall be appraised in a manner to be prescribed by the Secretary of the Interior and the sale prices thereof fixed by the Secretary on the basis of its actual bona fide value at the date of appraisal without reference to the construction or proposed construction of the project.

(2) No such excess lands shall receive water from any project or division if the owners thereof refuse to execute valid recordable contracts for the sale of such lands under terms and conditions satisfactory to the Secretary of the Interior and at prices not to exceed those fixed by the Secretary. Until one-half the construction charges against the lands in the district shall have been paid, no sale of any such lands shall carry the right to receive water unless and until the purchase price involved in such sale is approved by the Secretary of the Interior.

(3) These provisions shall remain in effect throughout the term of this contract, unless Congress expressly provides otherwise in legislation modifying or repealing the excess land or other provisions of Reclamation Law.

COMPLIANCE WITH RULES AND REGULATIONS

f. The Secretary of the Interior may from time to time promulgate rules and regulations to implement the Reclamation Laws. The Contractor agrees to abide by such final rules and regulations lawfully adopted. This contract is subject to all such lawful rules and regulations now or hereafter in force when not inconsistent with any express and specific provisions herein. Such rules and regulations are made a part of this contract. This requirement shall be incorporated in all recordable contracts executed pursuant to this contract.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

g. 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 or interest therein shall be valid until approved by the Contracting Officer.

OFFICIALS NOT TO BENEFIT

h. (1) 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. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(2) No official of the Contractor shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

TITLE VI, CIVIL RIGHTS ACT OF 1964

(Not applicable if Contractor is the actual water user.)

i. (1) The Contractor agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the United States, this assurance obligates the Contractor, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided; this assurance obligates the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Contractor for the period during which the Federal financial assistance is extended to it by the United States.

(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

Water Conservation Program

j. (1) While the contents and standards of a given water conservation program are primarily matters of State and local determination, there is a strong Federal interest in developing an effective water conservation program because of this contract. The Contractor shall develop and implement an effective water conservation program for all uses of water which is provided from, or conveyed through, Federally constructed or Federally financed facilities. That water conservation program shall contain definite goals, appropriate water conservation measures, and time schedules for meeting the water conservation objectives.

(2) A water conservation program, acceptable to the Contracting Officer, shall be in existence prior to one or all of the following: (a) service of Federally stored/conveyed water; (b) transfer of operation and maintenance of the project facilities to the Contractor; or (c) transfer of the project to an operation and maintenance status. The distribution and use of Federally stored/conveyed water and/or the operation of project facilities transferred to the Contractor shall be consistent with the adopted water conservation program. Following execution of this contract, and at subsequent 5-year intervals, the Contractor shall resubmit the water conservation plan to the Contracting Officer for review and approval. After review of the results of the previous 5 years and after consultation with the Contractor, the Contracting Officer may require modifications in the water conservation program to better achieve program goals.

REPORT ON INSPECTION UNDER TRANSFER
OF WATER RIGHT FOR CHANGE IN: (PO

POD
POU
USE
Add'l POD

Transfer NO. 3437

County

Old Certificate NO. 11412 ✓

1. Name Doreen K. & Janet N. Yamada

Address PO Box 285, Appleton, 99530

2. Source of Supply Appleto River ✓, Trib of

3. Use irrigation

4. Amount of Water 0.3/cfs ✓

Priority Date March 13, 1920

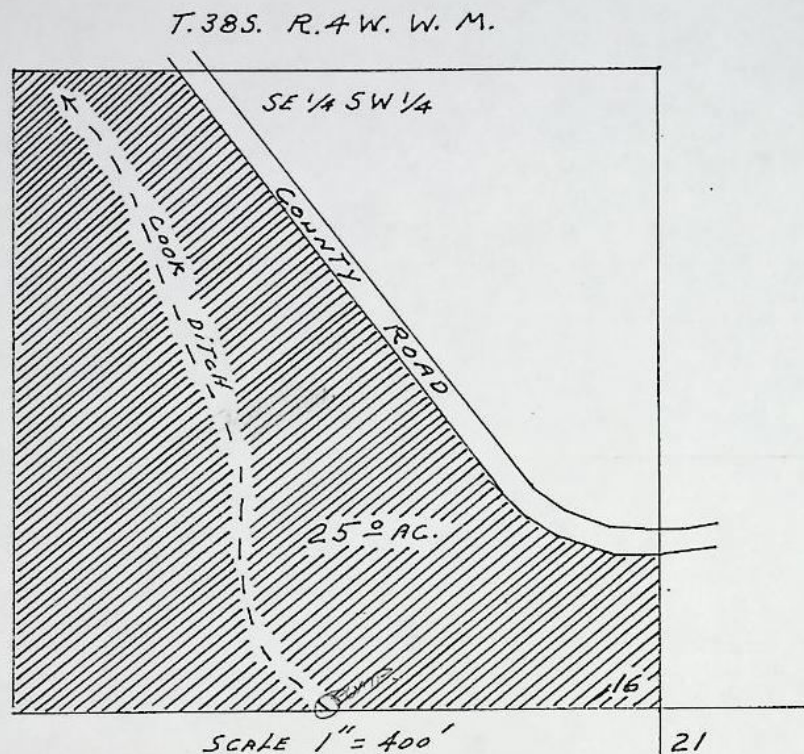
5. Proposed Point of Diversion 1300 ft. S + 1850 ft. W from NE Cor
of Sec 21, w/c NW NE, Sec 21, T38S, R4W, W.M.

6. Completion Date 10-1-77

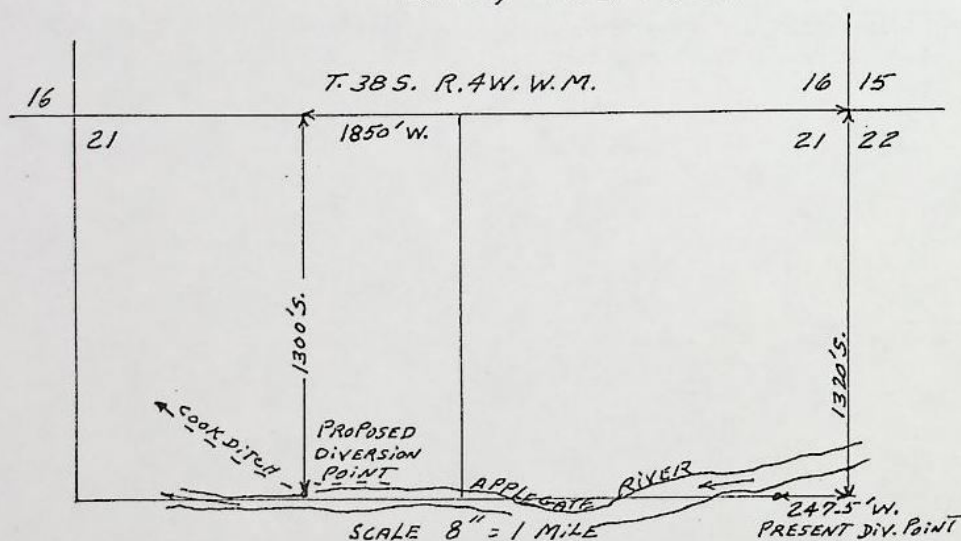
7. Place of Use:

[illegible]

T 3437



MAP TO ACCOMPANY APPLICATION OF
GREGORY K. AND JANET H. YAMADA FOR
CHANGE IN POINT OF DIVERSION ON PERMIT #4499
PRIORITY MARCH 13, 1920



RECEIVED
JUL 17 1976
WATER RESOURCES DEPT
SALT LAKE CITY



7-15-76

T-2437

SURFACE WATER UTILIZATION

TRANSFER 3437

INFO: NAMES: GREGORY K. & JANET N. YAMADA

ADDRESS: 17777 N. APPLEGATE RD

GRANTS PASS, OR 97526

846-6276

TALKED TO: GREGORY

SOURCES: APPLEGATE RIVER

SYSTEM: PUMPS FROM COOK DITCH.

PUMP: MAKE:

TYPE:

SUCTION SIZE:

DISCHARGE SIZE:

MODEL NO.:

FATING:

MOTOR: MAKE:

TYPE:

HP:

RPM:

CONNECTED DIRECT OR PULLEY:

SPRINKLER SYSTEM:

MAINLINE: NO. FEET:

SIZE:

TYPE:

LATERALS: NO. FEET:

SIZE:

TYPE:

SPRINKLERS: NO. HEADS:

MAKE:

MODEL NO.:

NOZZLE SIZES:

MAXIMUM:

IN OPERATION: MEAN PRESSURE:

NO. OF HEADS:

LIFT: SUCTION:

DISCHARGE:

USE:

DIVERSION: DIRECT:

STRUCTURE:

TIE: MONUMENTS: SW 1/4 COR SEC. 16 (B.C.).

SURVEYED ON: RAX-4AA-166

Bruce R. Lund

FIELD ENGINEER

DATE: 5-17-79

$$QH = \frac{(27)(7.17)}{(450)} = 0.43 \text{ CFS}$$

$$QP = \frac{(6.6)(10)}{(4+140)} = 0.46 \text{ CFS}$$

USE 0.31 CFS

PETER R. PAGTER

JUL 01 1985

NOTICE OF INTEREST IN WATER RIGHT

RECEIVED

To: Director of Water Resources
555 13th Street, N.E.
Salem, Oregon 97310

JUL 2 1985
WATER RESOURCES DEPT.
SALEM, OREGON

This is to notify you of an interest in the following described water right:

Loan Number L87959
Borrower's Name YAMADA, Gregory K.
Mailing Address _____

Property being served by the water:

Township <u>38 S</u>	Township _____	Township _____
Range <u>4 W</u>	Range _____	Range _____
Section <u>16</u>	Section _____	Section _____
Tract _____	Tract _____	Tract _____

Water Right Numbers:

Permit Number(s) 4499

Certificate Number(s) 11412

Irrigation District

Applegate River

T 3437

619441

46019

65 Ac
prim

38 Ac
supp

The State of Oregon, by and through the Director of Veterans' Affairs, has a security interest in the above described property and hereby requests that no action be taken to diminish the water right without notifying the Department of Veterans' Affairs, 700 Summer Street, N.E., Salem, Oregon, 97310.

DM

8-30-85

Attention: Butch Gehley, Appraisal Coordinator

Attachments:

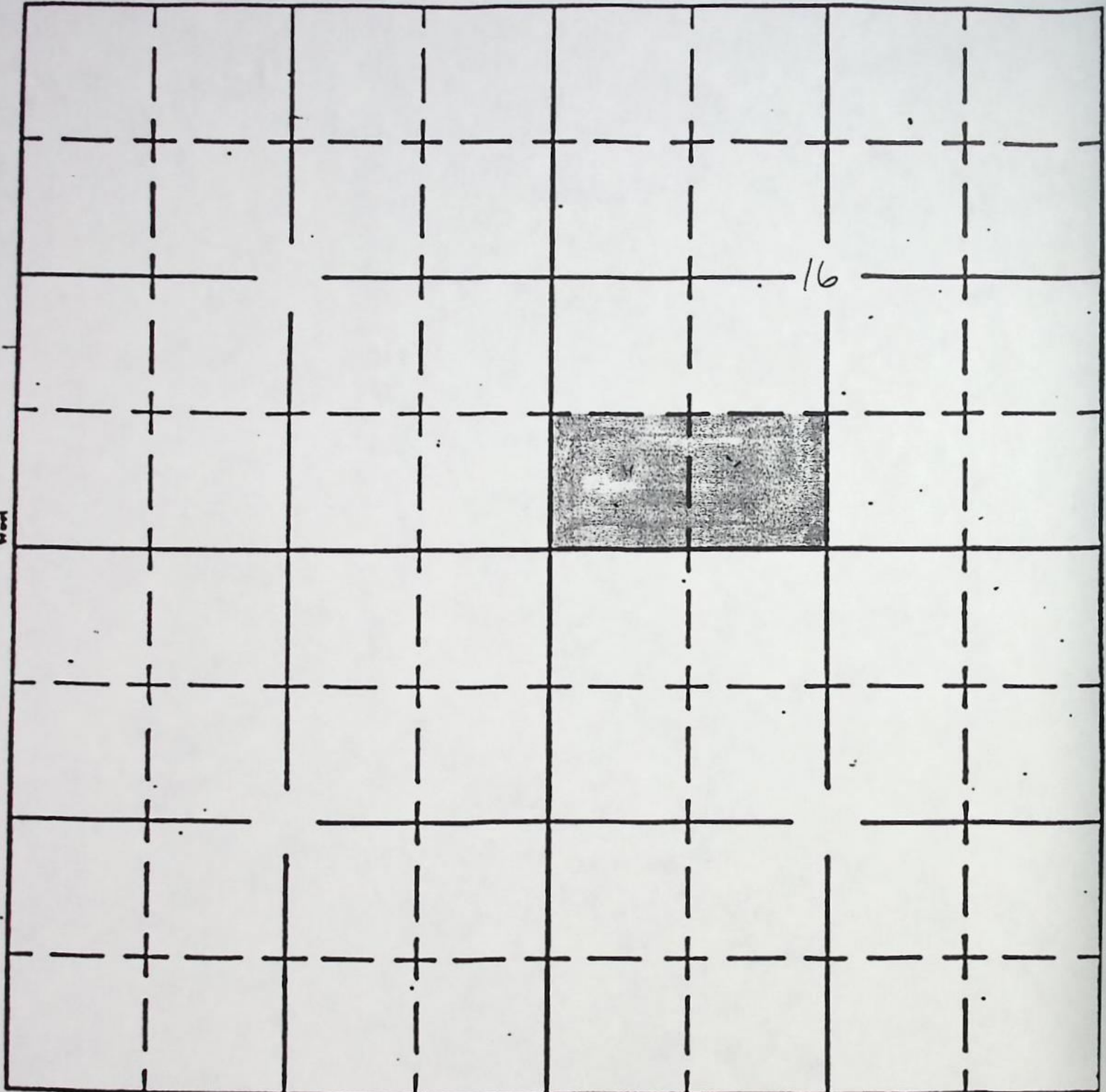
- ☒ Legal Descriptions
☒ Plat Map
☐ Please return copy to ODVA

SECTION

16

TOWNSHIP 38S, RANGE 4W, W. M.

North



South

APPLICATION No.

PERMIT No.



Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066

January 12, 1978

Gregory K. & Janet N. Yamada
P.O. Box 285
Applegate, OR 97530

RE: File No. T-3437

Dear Mr. and Mrs. Yamada:

The time allowed for completion of the change in point of diversion of water from Applegate River, proposed by your water right transfer application No. 3437, expired on October 1, 1977.

If the authorized change was accomplished on or before said date, please fill out and sign the statement of completion at the bottom of this letter and send it to us.

If you were unable to fully accomplish the change within the time allowed, but were dilligently working on it and, therefore, you want to apply for an extension of the time limit, check the box at the very bottom of this letter to request the proper application form.

Sincerely,

James W. Carver Jr.
James W. Carver, Jr.
Engineer

JWC:lcj

STATEMENT OF COMPLETION

I hereby certify that completion of works and use of water to the extent intended within the provisions of the order of the Water Resources Director approving water right transfer application No. 3437 was accomplished by _____, 19__.

Date

Signature

☐ Please send form for application for extension of time limit.

BEFORE THE WATER RESOURCES DIRECTOR OF OREGON

Jackson County

IN THE MATTER OF THE APPLICATION }
OF GREGORY K. AND JANET N. YAMADA }
FOR THE APPROVAL OF A CHANGE IN }
POINT OF DIVERSION OF WATER FROM }
APPLEGATE RIVER }

ORDER APPROVING
TRANSFER NO. 3437

On July 19, 1976, Gregory K. and Janet N. Yamada filed an application for transfer of water right in the office of the Water Resources Director proposing a change in point of diversion under an existing right of record from Applegate River.

Certificate of water right issued to B. M. and L. H. Clute and recorded at Page 11412, Volume 10, State Record of Water Right Certificates, confirms a right which includes the use of not to exceed 0.31 cubic foot per second from Applegate River for the irrigation of 25.0 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 16, Township 38 South, Range 4 West, W.M., with a date of priority of March 13, 1920.

These lands are irrigated by means of the Cook ditch from a point of diversion located 1320 feet South and 247.5 feet West from the Northeast corner of Section 21, being within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 21, Township 38 South, Range 4 West, W.M.

The applicant herein, owner of the lands above described, proposes to irrigate these lands from a point of diversion to be located 1300 feet South and 1850 feet West from the Northeast corner of Section 21, being within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 38 South, Range 4 West, W.M.

Notice of the application, pursuant to ORS 540.510 was published in the Medford Mail Tribune, a newspaper printed and having general circulation in Jackson County, Oregon, for a period of three weeks in the issues of August 12, 19 and 26, 1976.

Mr. David C. Hendrix, Watermaster of District No. 13, has filed a statement to the effect that the proposed change in point of diversion may be made without injury to existing rights.

No objection having been filed and it appearing that the proposed change in point of diversion may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the requested change in point of diversion from Applegate River, as described herein, without loss of priority, is approved.

It is FURTHER ORDERED that the quantity of water diverted at the new point of diversion shall not exceed the quantity of water available at the old point of diversion, and shall not exceed 0.31 cubic foot per second.

It is FURTHER ORDERED that the following provisions shall be effective when in the judgement of the watermaster it becomes necessary to install headgates and measuring devices:

That the diversion works shall include an in line flow meter, a weir, or other suitable device for measuring the water to which the applicant is entitled;

That the type and plans of the measuring device be approved by the watermaster before the beginning of construction work and that the weir or measuring device be installed under the general supervision of said watermaster.

It is FURTHER ORDERED that the construction work shall be completed and the change in point of diversion of water made on or before October 1, 1977.

It is FURTHER ORDERED that the certificate of water right heretofore issued to B. M. and L. H. Clute and recorded at Page 11412, Volume 10, State Record of Water Right Certificates, is canceled, and in lieu thereof a new certificate be issued covering the balance of the right not involved in this proceeding, and upon proof satisfactory to the Water Resources Director of

completion of works and beneficial use of water to the extent intended under the provisions of this order, a confirming certificate of water right shall be issued to Gregory K. and Janet N. Yanada.

Dated at Salem, Oregon, this 6th day of October, 1976.

/s/ JAMES E. SEXSON
Director

T-3437

RECEIVED

846-6276 JUL 19 1976

WATER RESOURCES DEPT
SALEM, OREGON

Application for Transfer of Water Right

To the STATE ENGINEER OF OREGON:

I, Gregory K. and Janet N. Yamada
(Name of applicant)of P. O. Box 285, Applegate,
(Postoffice), County of JacksonState of Oregon 97530, do hereby make application for change in point of diversion.

(In point of diversion; place of use; use heretofore made of the water)

1. The source of present water right is Applegate River.
(Name of stream)2. The use to which the water is applied is irrigation.
(Irrigation; Mining; Power; Manufacturing; etc.)3. The name of the ditch, canal or pipe line is Cook Ditch.4. The point of diversion is located 1320 ft. S. and 247.5 ft. W. from the NE
(N. or S.) (E. or W.)corner of Section 21 being within the NE $\frac{1}{4}$ NE $\frac{1}{4}$
(Section or subdivision)of Section 21 Tp. 38 S. R. 4 W. W. M., in the County of Jackson.
(No. N. or S.) (No. E. or W.)

5. List the number of acres irrigated in each smallest legal subdivision (40-acre tract) involved in this transfer. If for any other use, indicate place of use.

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$
38 S.	4 W	16												25				

NOTE: If you own less than 40-acre tracts, attach a description of your land as it appears in your deed.

(Attach separate sheet if necessary)

among other lands (part)

0.31 cfs ✓

6. Are you the legal owner of the above described lands? Yes.
(If not owner, explain your interest)7. Has water been used beneficially for the purposes indicated herein during the past 5 years? Yes.8. What is the date of priority of your water right? March 13, 1920. ✓9. Was your water right acquired by State Engineer's Permit? Yes. If so, give number
(Yes or No)of permit 4499.

7144

10. Do you hold a water right certificate? Yes. If so, give number of certificate 11412.
(Yes or No)

11. Was your water right determined by State Engineer's order of Determination or Decree of Court?

No. If so, give title of proceedings
(Yes or No)

12. Is the water right recorded in your name? No., B. M. and L. H. Clute.
(If not, give name)

13. I propose to transfer the water right to the following described lands: (Do not answer if your application is for change in point of diversion only.)

Twp.	Range	Sec.	NE 1-4				NW 1-4				SW 1-4				SE 1-4			
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$

(Attach separate sheet if necessary)

NOTE: Answer questions 14, 15, 16 and 17, if the application is for change in point of diversion.

14. The proposed point of diversion is located 1300 ft. S. and 1850 ft. W. from the NE
(N. or S.) (E. or W.)
corner of Sec. 21 being within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21 Tp. 38 S. R. 4 W. W. M.,
(Smallest legal subdivision) (No. N. or S.) (No. E. or W.)
in the county of Jackson. The name of the ditch to be used is pump and Cook Ditch.

15. Are you the owner of the land on which the proposed point of diversion is to be located? No.

16. If not the owner of the land on which the proposed point of diversion is to be located, give the name and address of owner and submit evidence of your right-of-way for your proposed ditch, canal, or pipe line.

Benjamin E. Ellis of 18285 N. Applegate Road, Grants Pass, Oregon 97526

(Mr. Ellis and I will share a common pump and this diversion point).

17. Are there any diversions between your present point of diversion and the proposed point of diversion? No.

NOTE: Answer questions 18 and 19 if application is for change in use or place of use.

18. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.?
(Answer Yes or No)

19. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT

20. Reasons for the proposed changes are the 1974 flood washed the old diversion dam away and cut river channel down.

AFFIDAVIT OF APPLICANT

STATE OF OREGON,

County of JACKSON

ss.

I, GREGORY K. YAMADA AND JANET N. YAMADA, the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 13th day of July, 1976

Gregory Yamada
+ Janet N. Yamada
(Name of applicant)

Subscribed and sworn to before me this 13th day of July, 1976

[Notarial Seal]

Pamela Pugh
NOTARY PUBLIC FOR OREGON

My commission expires JAN. 13, 1978

MY COMMISSION EXPIRES JAN. 13, 1978

Remarks

THIS APPLICATION MUST BE ACCOMPANIED BY A MAP SHOWING THE LOCATION OF THE POINT OF DIVERSION, PLACE OF USE AND WORKS UTILIZED UNDER THE PRESENT WATER RIGHT. THE MAP SHOULD ALSO SHOW THE NEW POINT OF DIVERSION OR PLACE OF USE, AS THE CASE MAY BE.

RECEIVED

AUG 30 1976

WATER RESOURCES DEPT
SALEM, OREGON

Affidavit of Publication

NOTICE OF FILING APPLICATION FOR A CHANGE IN POINT OF DIVERSION

Notice is given hereby that Gregory K. and Janet N. Yamada have filed an application for the approval of a change in point of diversion from Applegate River.

Certificate of water right issued to B. M. and L. H. Clute and recorded at Page 11412, Volume 10, State Record of Water Right Certificates, confirms a right to the use of 0.81 cubic foot per second from Applegate River for the irrigation of, among other lands, 25.0 acres in SE 1/4 SW 1/4, Sec. 16, T. 38 S., R. 4 W., W.M., with a date of priority of March 13, 1920.

These lands are irrigated by means of the Cook ditch from a point of diversion located 1320 feet S. and 247.5 ft. W. from the NE corner of Sec. 21, being within the NE 1/4 NE 1/4, Sec. 21, T. 38 S., R. 4 W., W.M.

The applicant herein, owner of the lands above described, proposes to irrigate these lands from a point of diversion to be located 1300 ft. S. and 1850 ft. W. from the NE corner of Sec. 21, being within the NW 1/4 NE 1/4 of Sec. 21, T. 38 S., R. 4 W., W.M.

All persons interested are notified hereby that a hearing will be held at the county courthouse at Medford, Oregon, on October 5, 1976, at 9:30 a.m. All objections to the proposed change, if any there are, will be heard at said time and place. Any and all objections shall be prepared in writing, one copy to be served on Gregory K. and Janet N. Yamada, P.O. Box 285, Applegate, Oregon 97530, and one copy filed with the Water Resources Department, Salem, Oregon 97310, together with a \$10 filing fee, at least 10 days prior to the date set for hearing. If no objections are filed, the application may be approved by the Water Resources Director without a hearing. Administrative rules pertaining to the filing of a protest will be furnished by the Water Resources Department upon request.

Dated at Salem, Oregon, this 4th day of August, 1976.

JAMES E. SEXSON
Director

State of Oregon,
County of Jackson

ss.

1. Sharon J. Morris, being first duly

sworn, depose and say that I am the _____
(OWNER, EDITOR, PUBLISHER, MANAGER)

Principal Clerk

ADVERTISING MANAGER, PRINCIPAL CLERK, PRINTER OR PRINTER'S FOREMAN

of Medford Mail Tribune, a newspaper of general circulation, as defined by ORS 193,010 and 193,020; printed and published at Medford in the aforesaid county and state;

that the Notice of filing application for a change
in point of diversion of water / Yamada

copy of which is hereto annexed, was published in the entire issue of said newspaper for 3 successive and consecutive weeks in the

following issues Aug. 12, 19, 26, 1976

(HERE SET FORTH DATES OF ISSUES IN WHICH THE SAME WAS PUBLISHED)

Sharon J. Morris

Subscribed and sworn to before me this 27th day of Aug., 19 76

James J. Osborn
NOTARY PUBLIC FOR OREGON

My Commission expires 21st day of May, 19 77

OK
JWC



WATER RESOURCES DEPARTMENT

RECEIVED

JUL 19 1976

WATER RESOURCES DEPT
SALEM, OREGON

JACKSON COUNTY COURTHOUSE • MEDFORD, OR • 97501 • Phone 773-6211

July 16, 1976

ROBERT W. STRAUB
GOVERNOR

JAMES E. SEXSON
Director

WATER POLICY REVIEW
BOARD

EMERY N. CASTLE
Chairman
Corvallis

CHAPIN D. CLARK
Vice Chairman
Eugene

GEORGE H. PROCTOR
Klamath Falls

ANN W. SQUIER
Portland

RICHARD ROY
Portland

JAMES HILL
Arch Cape

JEAN FROST
Portland

Mr. James E. Sexson, Director
Water Resources Department
Salem, Oregon

Attention: Mr. Larry Jebousek, Administrator
Water Rights Division

Dear Mr. Jebousek:

I am enclosing a transfer application in the name of Gregory K. and Janet N. Yamada of mailing address of P. O. Box 285, Applegate, Oregon 97530 for a change in point of diversion of water from the Applegate River, together with their check in the sum of \$80 to cover transfer and advertising fees, the necessary map tracing and legal land description.

The applicants have asked that the advertising notices be placed in the Medford Mail Tribune, Medford, Oregon 97501.

It is my opinion that this proposed change in point of diversion may be made without injury to existing rights; also I believe the second provision relative to pumping plants would be the best to incorporate within the order.

Very truly yours,

David C. Hendrix

David C. Hendrix
Water Master, District 13

DCH:pg

enclosures

T-3437

MEDFORD MAIL TRIBUNE COMPANY

Publishers of the

MEDFORD MAIL TRIBUNE

MEDFORD, OREGON

PHONE 779-1411 - P. O. BOX 1108

In Account With

• Oregon Water Resources Dept.

RECEIVED

AUG 30 1976

WATER RESOURCES DEPT
SALEM, OREGON

Date 8/27/76 19

Published Notice of filing application for a
change in point of diversion of water / Yamada
Aug. 12, 19, 26, 1976

62 lines @ .476180

29.52

PAID
OCT - 1 1975

By

Sharon
MEDFORD PRINTING CO.

Thank You

3437
RECEIVED
OCT 04 1976

WATER RESOURCES DEPT
SALEM, OREGON

Prompt Payment of this Account will be Greatly Appreciated

629-105

ASSIGNMENT

Vol. 590 Page 100

KNOW ALL MEN BY THESE PRESENTS, that we,
 GREGORY K. YAMADA and JANET N. YAMADA, husband and wife,
 assignors, for good and valuable consideration, do hereby sell, assign, and
 transfer our entire interest in the real property hereinafter described and
 as set forth in that certain Contract of Sale, dated September 15, 1959,
 a copy of said contract is attached hereto, and referred to as Exhibit "A",
 to WESTERN FARMERS ASSOCIATION, a cooperative association
 authorized and licensed to do business in the State of Oregon, assignee,
 said property is more particularly described as follows, to-wit:

The South Half of the Southwest Quarter of Section 16 in
 Township 38 South, Range 4 West of the Willamette
 Meridian in Jackson County, Oregon.

SUBJECT only to the exceptions referred to on Page 1
 of the Contract of Sale dated September 15, 1959, a
 copy of said Contract of Sale is attached hereto, and marked
 Exhibit "A".

The assignors represent and warrant that the above mentioned
 contract of sale referred to as Exhibit "A" is in current condition and
 that assignors are not in default thereunder, that said assignors will
 at all times maintain the contract in current condition, will make all
 payments before they become delinquent, will pay all taxes as they
 become due, and will comply with all terms and conditions of the contract.

This assignment is made to secure the repayment to the assignee
 for cash advances made and being made to assignors, and for supplies,
 feeds, medications and equipment furnished and being furnished in the
 total amount totalling the maximum sum of \$50,000. Said sum the assignors
 agree to repay at the times, at the places and in the amounts set forth in
 Exhibit "B" hereto attached. In the event said payments are made as
 agreed and said balance is paid in full the assignee agrees to re-assign
 and re-convey said contract and real property to the assignors. In the
 event, however, that said assignors shall default in making the payments

Assignment - 1

7-7-8 RECEIVED

JUL 19 1976

WATER RESOURCES DEPT
 SALEM, OREGON

T-3437

THIS AGREEMENT made and entered into this 15th day of September, 1959, by and between DON K. CLUTE and PAUL H. CLUTE, his wife, hereinafter called "SELLERS", and GEORGE H. TAYLOR and JANE E. TAYLOR, his wife, hereinafter called "PURCHASERS",

WITNESSETH:

The Sellers agree to sell to the Purchasers, and the Purchasers agree to purchase from the Sellers the following described real property situate in Jackson County, Oregon, to-wit:

The South Half of the Southeast Quarter of Section 15 in Township 33 South, Range 4 East of the Willamette Meridian in Jackson County, Oregon.

(Covers 40-1, Account #263948, Tax Lot #6)

BEFORE US:

1. That part lying within public roads.

2. Right of way for an irrigation ditch over the NE 1/4 of Sec. 15, Section 15, and right of way in connection therewith, granted to Donald H. Boyd, by instrument recorded in Volume 13 page 325 of the deed records of Jackson County, Oregon.

3. Rights of way for the transmission and distribution of electricity, and for other purposes, granted to The California Oregon Power Company, a California corporation, by instruments recorded in Volume 227 pages 159 and 160, and in Volume 230 page 558, of the deed records of Jackson County, Oregon.

4. Mortgage from Bert H. Clute and Paul H. Clute, his wife, to First Federal Savings and Loan Association of Grants Pass, a corporation, recorded April 25, 1956, in Volume 274 page 193 of the Mortgage Records of Jackson County, Oregon, to secure the payment of a note for \$7,000.00 dated April 15, 1956. The principal balance due on said mortgage is the sum of \$6,475.00, with interest paid to September 1, 1959, and the Sellers agree to pay to the buyers interest on said mortgage from September 1, 1959, to the date of this contract. The buyers agree and agree to pay said mortgage directly to the Mortgagee in accordance with the terms and provisions thereof.

1. Purchasers agree to pay to the Sellers, as the purchase price of said real property the sum of Twenty Five thousand and no/100 (\$25,000.00) and as follows:

a) the sum of \$2500.00 upon the execution of this contract, which together with the sum of \$200.00 heretofore paid as earnest money makes a total down payment of \$2700.00.