



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem Oregon 97301-1271  
 (503) 986-0900  
 www.wrd.state.or.us

# Application for Limited Water Use License

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MAR 26 2024

License No.: LL-1971

**Applicant Information**

NAME <u>Aaron Ward</u>		PHONE (HM) <u>541-899-3317</u>	
PHONE (WK) <u>541-899-3317</u>	CELL <u>541-301-7299</u>	FAX	
ADDRESS <u>9090 Sterling Creek Rd</u>			
CITY <u>Jacksonville</u>	STATE <u>OR</u>	ZIP <u>97530</u>	E-MAIL * <u>aaronward79@yahoo.com</u>

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**Agent Information**

NAME <u>Aaron Ward</u>		PHONE <u>541-899-3317</u>		FAX
ADDRESS <u>9090 Sterling Creek Rd</u>			CELL <u>541-301-7299</u>	
CITY <u>Jacksonville</u>	STATE <u>OR</u>	ZIP <u>97530</u>	E-MAIL * <u>aaronward79@yahoo.com</u>	

I (We) make application for a Limited License to use or store the following described surface waters or groundwater – not otherwise exempt, or to use stored water of for a use of a short-term or fixed-duration:

- SOURCE(S) OF WATER:** Applegate Reservoir a tributary of Rogue River
- AMOUNT OF WATER** to be diverted;  
 Maximum and instantaneous rate (cubic feet or gallons per minute): No more than 500 gal/min  
 Total volume (gallons or acre-feet): 1.5 acre feet. If water is to be used from more than one source, give the quantity from each:

**3. INTENDED USE(S) OF WATER:** (check all that apply)

- Road construction or maintenance
- General construction
- Forestland and rangeland management; or
- Other: irrigation

- DESCRIPTION OF PROPOSED PROJECT:** Include a description of the place of use as shown on the accompanying site map, the method of water diversion, the type of equipment to be used (including pump horsepower, if applicable), length and dimensions of supply ditches and pipelines: Place of use will be at: 9090 Sterling creek rd, Jacksonville OR 97530 This application will pertain to Bureau of Reclamation contract #219E102120, in which water will be drawn from storage in Applegate Reservoir. water will be used for irrigation of crops and livestock, water diversion will be done with a 2000 gallon water truck, and the truck will be filled with a 25hp pump

**5. PROJECT SCHEDULE:** (List day, month, and year)

Date water use will begin: June 10, 2024  
 Date water use will be completed: Oct 15, 2024

Months of the year water would be diverted and used: June, July, August, September, October

If for other than irrigation from stored water, how and where will water be discharged after use:

Aaron Ward  
 Applicant Signature

Aaron Ward  
 Print Name and title if applicable

3/13/24  
 Date

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*This page to be completed by the local Watermaster.*

**WATER AVAILABILITY STATEMENT**

Name of Applicant: Aaron Ward

Limited License Number: LL-1971

1. To your knowledge, has the stream or basin that is the source for this application ever been regulated for prior rights?

Yes       No

If yes, please explain:

Source is stored water from Applegate River via USBR contract

2. Based on your observations, would there be water available in the quantity and at the times needed to supply the use proposed by this application?

Yes       No

3. Do you observe this stream system during regular fieldwork? Watermaster and staff from District 13  
 Yes       No      Watermaster's Office

If yes, what are your observations for the stream?

Weekly ditch measurements for distribution and reservoir level updates

4. If the source is a well and if WRD were to determine that there is the potential for substantial interference with nearby surface water sources, would there still be ground water and surface water available during the time requested and in the amount requested without injury to existing water rights?

Yes       No       N/A

What would you recommend for conditions on a limited license that may be issued approving this application?

Water use needs to be metered. Source is under USBR Contract #219E102120

5. Any other recommendations you would like to make?

Signature  WM District#: 13

Date: 3-13-24



# 439-24-00441-ZON

03/11/2024

## Land Use Compatibility

39-2W-08-400

ZONING: **Open Space Reserve**

RECORD NO: **439-24-00441-ZON**

PROCESS: **Type I Permit**

PROJECT NAME: **LUCS**

ASSIGNED STAFF:

RECEIVED DATE: **03/11/2024**

SITE ADDRESS: **9090 STERLING CR RD**

Owners

WARD AARON/BRITTANY L  
9090 STERLING CREEK RD  
JACKSONVILLE, OR 97530-8934

Record Detail Description

OWRD Cannabis Irrigation\_Ward

Contacts

WARD AARON/BRITTANY L  
9090 STERLING CREEK RD JACKSONVILLE, OR  
97530-8934  
aaronward79@yahoo.com  
541-301-7299

Empty rectangular box

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# Land Use Information Form



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 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
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NAME <i>Aaron Ward</i>		PHONE <i>541-301-7299</i>	
MAILING ADDRESS <i>9090 Sterling creek rd</i>			
CITY <i>Jacksonville</i>	STATE <i>OR</i>	ZIP <i>97330</i>	EMAIL <i>aaronward79@yahoo.com</i>

### 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:
<i>39S</i>	<i>3w</i>	<i>15</i>		<i>504</i>		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	
<i>39S</i>	<i>2w</i>	<i>08</i>		<i>400</i>		<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<i>Irrigation</i>
						<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:

*Jackson County*

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) *Applegate Lake*

Estimated quantity of water needed: *1.5*  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 \_\_\_\_\_

Briefly describe:

*Re-renterred Cannabis*

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.

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**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): \_\_\_\_\_
- 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:	
Trial 439-16-01230-70N	4.3-1, 3.13	<input checked="" type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
AU 439-16-01976-70N	4.3.12	<input checked="" type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
Amb 439-19-01411-70N	4.3-1, 2.7(d)	<input checked="" 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: Francisco Hernandez Title: Planner III  
 Signature: [Signature] Date: 03-19-2024  
 Governmental Entity: Jackson County Planning Phone: 541-774-6903

**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: \_\_\_\_\_

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Fogue River Basin Project, Oregon

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CONTRACT FOR WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
AARON WARD

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

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Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE  
BETWEEN THE UNITED STATES  
AND  
AARON WARD

THIS CONTRACT, made this 14<sup>th</sup> day of October, 2021, 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 1961 (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 Aaron Ward, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, The United States has constructed and operates Applegate and Lost Creek Reservoirs in the Rogue River Basin, Oregon, herein styled the Rogue River Basin 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

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PAYMENTS FOR WATER

7. (a) An annual payment of \$50 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$50 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 divert up to a maximum of <sup>1.5 A.W. EGM 10-14-2021</sup> 75 acre-foot of stored water for irrigation of the lands described in Article 5 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually diverted, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year by the Contracting Officer; Provided, that for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual charge set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual charge shall as a minimum be the greater of either the product of \$2 multiplier by the number of acres described in Article 5 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Rogue River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfer, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 17 of this contract.

**CONTRACT ADMINISTRATION FEE**

8. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, that the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

**CHARGES FOR DELINQUENT PAYMENTS**

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

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue

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payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

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

RELEASE OF WATER

10. (a) Upon payment of the annual payment specified in subarticle 7(a) above, the United States will release water to the Contractor from the Rogue River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payment.

(b) Water diverted pursuant to this contract shall be measured at the following point(s) of diversion in accordance with Oregon State law:

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

(c) The Contractor shall maintain all fish screens used to divert stored water under this contract at all times in compliance with applicable guidelines from the Oregon

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Department of Fish & Wildlife and the National Marine Fisheries Service and remain available at all times for inspection by representatives of these agencies at no cost to the United States.

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Water-Related Contracts and Charges -- General Principles and Requirements* (PEC P05), and Reclamation Manual Directives and Standards, *Contract Compliance Reviews* (PEC 05-08).

SPECIAL CONDITIONS

11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project determined in accordance with the law governing the project.

(b) If, at some future date, the Contracting Officer determines there is sufficient demand for irrigation water from the Rogue River Basin Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 5 becomes dependent upon membership in the organization established for that purpose.

(c) In the interest of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years, this contract shall be reviewed by the

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Contracting Officer. The terms and conditions of this contract may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

**TERM OF CONTRACT**

12. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 11 or 13 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

**TERMINATION OF CONTRACT**

13. This contract may be terminated and water service hereunder shall cease at the option of the United States or at any time if the Contractor is delinquent in payment of the water service charge for a period of 90 days or upon failure of the Contractor to abide by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

**CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)**

14. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

GENERAL PROVISIONS

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

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

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

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CONTRACTOR

By: Aaron Ward  
AARON WARD

UNITED STATES OF AMERICA

By: E. Gail McGarry  
E. Gail McGarry, Program Manager  
Reclamation Law Administration  
Columbia-Pacific Northwest Region

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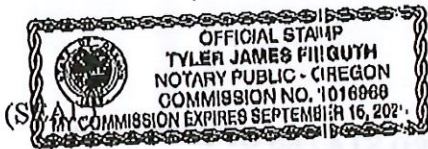
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STATE OF Oregon

County of Tasman

On this 14<sup>th</sup> day of October, 2021, before me, a notary public, personally appeared Austin Ward, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he is the legal owner of the property for which a water supply is to be provided under the contract and has executed this contract as his free and voluntary act and deed.

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



[Signature]  
Notary Public in and for the  
State of Oregon  
Residing at: 2305 Ashland St Astoria, OR  
My commission expires: 15th Sept 2025 97520

\*\*\*\*\*

STATE OF IDAHO

County of Ada

On this 14 day of October, 2021, personally appeared before me E. Bail McBarry, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she 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.



[Signature]  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: Sept. 27, 2027

Contract No. 219E102120

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Exhibit A

**GENERAL PROVISIONS --- ROGUE RIVER BASIN PROJECT**

GENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

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

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Rogue River Basin project facilities during any period that the Contractor is in arrears in the advance payment of the greater of \$8 per acre-foot or \$50 due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water use as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

BOOKS, RECORDS, AND REPORTS

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