



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

Ownership Update for Certificated Rights Only

NO FEES ARE REQUIRED TO SUBMIT THIS FORM

NOTICE: A certificate of water right typically stays with the land. To track water right ownership, the Department requests that this form be submitted to the Department. **To update multiple rights, a separate form is required for each right.** If you have any questions about this form, please contact your local watermaster, or call the Water Resources Department at (503) 986-0900.

Note: Use the assignment form to change ownership on pending applications, permits, transfers, groundwater registrations, or limited licenses.

Current Landowner Information				
Name:	Michael Early Jr. - DBA Historic Tolman Ranch LLC			
Mailing Address:	86 Crowson Rd			
City:	Ashland	State:	OR	Zip: 97520
Phone:	458-226-5545	Email:	historictolmanranch@gmail.com	

Property Information					
County:	Jackson	Township:	39s	Range: 1e	Section: 13
Tax Lot #:	700, 501 and 800				
Street Address of Water Right:	86, 88 and 96 Crowson Rd				
Water Right Information					
Application:					
Permit:					
Certificate:	11090				
Are all the lands associated with this water right owned by the requestor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
(If no, include a map showing the portion of the water right involved)					

Signature and Date		
Name of individual completing form:	Michael Early	
Phone or email:	458-226-5545	Date: 07-09-2024
Signature of requestor:		

The Department does not change names on water right certificates. This form will be placed in the file for future reference only. If mailed, the Department will not provide acknowledgment of receipt.

This form can be mailed to the address above or sent by email to wrd_dl_customerservice@water.oregon.gov



JACKSON COUNTY

Oregon

Watermaster's Office

Shavon Haynes
Watermaster, Dist. 13

10 S. Oakdale, Room 309
Medford, OR 97501
Phone: (541) 774-6883
HaynesSL@jacksoncounty.or

June 1, 2017

Mike Early
86 Crowson Road
Ashland, Or 97520

RE: Map Identification: Township 39S, Range 1E, Section 13, Tax Lot 700, 501, 800

To Whom it May Concern:

A water right research was conducted for the above stated parcel(s) per your request. Findings indicate the following water rights of record are pertinent to the tax lot(s) as described in the table below:

Tax Lot	Certificate or Permit	Priority Date	Use	Source
501,700,800	2325	April 10, 1915	Irrigation	Sulphur Springs
501,700	15681	April 24, 1946	Domestic for 2 Families & Irrigation	Two Springs
501,700,800	11090	April 25, 1934	Municipal	Sulphur Spring
501,700,800	90847	1852	Irrigation, Domestic, Stock	Neil Creek


Irrigation season is from April 1st through October 31st unless otherwise noted on Certificate.

Please refer to the attached documents and maps for the place of use of these water rights. This will allow you to compare how the water rights of record overlay the parcel. In order to determine the **exact** location of the water right, you may want to hire a Certified Water Rights Examiner (CWRE) to survey the water right.

Keep in mind, while this office may tell you water rights are attached to a tract of land, we cannot tell you about continued use or non-use of the right. After five successive years of non-use all or part of the right may be subject to forfeiture. Water rights do not grant trespassing on other lands, therefore access to the point of diversion may be necessary.

Once a Permit or Certificate of water rights has been issued, it stays with the land. In order to keep track of ownership, the department requests that when a Permit has been issued that a Request for Assignment Form be submitted and when a Certificate of Water Rights has been issued that an Ownership Update Form be submitted to the department. If there are multiple water rights, a separate form for each right will be required.

Feel free to contact us if you have questions or to set up an appointment to discuss these water rights.

Sincerely,

Christi Haines

CITY OF ASHLAND	Kind of Instrument	STATE OF OREGON, } ss. County of Jackson }
	ASSIGNMENT	I hereby certify that the annexed instrument of writing was received and filed for record at 11:30 o'clock A.M. on the 5th day of April 1934
TO 198-65	Consideration	G. R. Carter Clerk
FRED C. HOMES ET AL.	\$	By _____ Deputy

ASSIGNMENT OF INTEREST IN WATER RIGHT CONTRACT

WHEREAS, in the Circuit Court of the State of Oregon in and for Jackson County, in a suit styled CITY OF ASHLAND, a municipal corporation, vs. FRED C. HOMES and SUSANNE HOMES CARTER, a settlement thereof was reached on the 27th day of February, 1934, pursuant to stipulation filed in said cause, a copy of which stipulation is hereto attached, and made a part hereof, and is designated as Exhibit "A"; and

WHEREAS, pursuant to said stipulation the said City of Ashland agreed to transfer to said Fred C. Homes and Susanne Homes Carter, five acre feet of water owned by the said City under and pursuant to a certain contract between the said City and the Talent Irrigation District, which said contract is dated December 2, 1926, and is recorded in Volume 163 at Pages 101-105 of the Jackson County, Oregon, Deed Records, fully subject to the provisions of said contract, except that a suitable point of diversion shall be arranged between the said Talent Irrigation District and said Fred C. Homes and Susanne Homes Carter, and except that the place of use for the water so transferred shall be designated as the "Homes Ranch" in Section 13, Township 39 South of Range 1 East of the Willamette Meridian, in Jackson County, Oregon:

NOW, THEREFORE, for value received, the CITY OF ASHLAND, a municipal corporation of the State of Oregon, of Jackson County, Oregon, does hereby sell, transfer, and assign unto Fred C. Homes and Susanne Homes Carter, a right to five acre feet of impounded water from the Talent Irrigation District, heretofore purchased from said District by said City, by virtue of and pursuant to the contract hereinabove designated, a copy of which contract is hereto attached, marked Exhibit "B", and which copy is hereby referred to and made a part hereof, this assignment of said five acre feet being made fully subject to the terms and provisions of said contract, and fully subject to the liability of the assignees for the prompt payment of proportionate maintenance charges required thereby, and including in this assignment all benefits which would belong to the assignor in the use of said water so transferred and assigned in case this assignment and transfer had not been made.

It is understood that the Talent Irrigation District will designate for the assignees a suitable and convenient place of diversion for said five acre feet of water included in this assignment, and will permit the use of said water on what is known as the "Homes Ranch" in Section 13, Township 39 South of Range 1 East of the Willamette Meridian, in Jackson County, Oregon, with the same benefits and same liabilities as are imposed on the assignor, proportionate to the amount of water herein transferred and assigned.

This instrument is executed by the said City of Ashland, pursuant to authority of its Common Council, by the Mayor and Recorder of said City, this 4th day of April, 1934.

CORPORATE SEAL

CITY OF ASHLAND
By T. S. Wiley
Mayor

CITY OF ASHLAND
By J. Q. Adams
Recorder

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TO 198-66	Kind of Instrument	STATE OF OREGON, } ss. County of Jackson
	Consideration	I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock _____ M. on the _____ day of _____ 193____
	\$ _____	By _____ Clerk Deputy

STATE OF OREGON)
County of Jackson) ss.

On this 4th day of April, 1934, before me, the undersigned a Notary Public in and for the above named State and County, personally appeared J. Q. ADAMS, to me personally known, who, being by me first duly sworn, did say that he is the duly elected, qualified and acting Recorder of said City of Ashland, a Municipal Corporation, and that the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and that said instrument was signed and sealed in behalf of said Municipal Corporation by authority of the Council of the City of Ashland, and said J. Q. ADAMS acknowledged said instrument to be the free act and deed of said Municipal Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

Notarial Seal of Frank J. Van Dyke
Frank J. Van Dyke
Frank J. Van Dyke
Notary Public for Oregon
My Commission Expires:
Nov. 19, 1937

Exhibit "A"

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR JACKSON COUNTY

CITY OF ASHLAND, a municipal corporation,	}	SUIT IN EQUITY FOR INJUNCTION
Plaintiff,		
vs.		
FRED C. HOMES and SUSANNE HOMES CARTER	}	STIPULATION
Defendants.		

As a basis for settlement of the above entitled matter, in the above entitled court and cause,

IT IS HEREBY STIPULATED AND AGREED by and between the City of Ashland, a municipal corporation, acting by and through its attorneys, Wm. M. Briggs and Frank J. Van Dyke, and Fred C. Homes and Susanne Homes Carter, acting by and through their attorney, Gus Newbury:

1. That the defendants relinquish to the plaintiff all claim to four-fifths (4/5) of the aggregate flow of water from what is known as the Berkeley Spring, being the spring involved in this suit, said flow being estimated at approximately twenty (20) gallons per minute.
2. That the plaintiff relinquish all claim to one-fifth (1/5) of the aggregate flow of the waters of said spring.
3. That the plaintiff give and grant unto each of the defendants the right to tap any pipe line now existing or which may be installed by plaintiff, with a three-quarter (3/4) inch tap, for the service of the dwelling of the defendant Fred C. Homes, and for the service of the dwelling of the defendant Susanne Homes Carter, or for any future dwelling of each, or their successors, which shall take the place of those now existing, said taps to supply water from said plaintiff's pipe line for household use such as bath and toilet fixtures and for watering of stock, but not for any irrigation, and said use on each service tap is not to exceed the aggregate amount of two hundred (200) gallons per day.

Val 198

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TO 198-87	Kind of Instrument	STATE OF OREGON, } ss. County of Jackson
	Consideration	I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock _____ M. on the _____ day of _____ 193____
	\$ _____	By _____ Clerk _____ Deputy

4. That the plaintiff install at its expense suitable equipment and measuring devices so as to furnish the defendants with one-fifth (1/5) of the flow of said spring at approximately the point where diversion is now made, said one-fifth (1/5) flow of said spring to be understood to be in addition to the service taps mentioned above.

5. That in the event the plaintiff should succeed in increasing the flow of said spring at some future date over the said present flow, estimated as being twenty (20) gallons per minute, that the said plaintiff is to have all of the benefit of said increased flow.

6. That the plaintiff, as compensation to the defendants, agrees, within ninety (90) days from date hereof, to give the defendants a certificate of water right from the State Water Board of the State of Oregon for five (5) acre feet of water impounded by the Talent Irrigation District, said water right to be on the same terms, stipulations and conditions as exist in that certain contract between the City of Ashland and the Talent Irrigation District, recorded in Volume 163 at Pages 101-105 of the Jackson County, Oregon, Deed Records.

7. That in the event the said plaintiff is unable to furnish the said certificate of water right within the period above mentioned, then and in that event the above stipulation shall be considered null and void, and the parties thereto shall be deemed to be in the same position as though said stipulation had never been entered into. That upon the compliance by the plaintiff of the terms of this stipulation, this cause shall be dismissed without costs to either party.

DATED this 27th day of February, 1934.

WM. M. BRIGGS
FRANK J. VAN DYKE
Attorneys for plaintiff

GUS NEWBURY
Attorney for defendants

AGREEMENT Exhibit "B"

WHEREAS, on the 21st day of March, 1924, the City of Ashland purchased from the Talent Irrigation District six hundred acre feet, annually, of water, under the terms and conditions of a contract between the said Talent Irrigation District and the said City of Ashland, which contract is set forth in the official minutes of the meetings of the Mayor and Common Council of said City of Ashland in Volume 9 at Pages 174-7 and also in the official minutes of the meetings of the Board of Directors of the Talent Irrigation District in Volume 1, at Pages .. to 35 inclusive, and-

WHEREAS, the said City of Ashland is desirous of purchasing an additional two hundred acre feet of water, annually, from said district, under the same terms and conditions intended in said agreement of purchase hereinbefore referred to,-

NOW, THEREFORE, this Agreement, made this 7th day of December, 1926, by and between the CITY OF ASHLAND, a municipal corporation, herein designated as the City, and the TALENT IRRIGATION DISTRICT, being an irrigation district duly organized under the laws of the State of Oregon, herein designated as the DISTRICT, -----

WITNESSETH:

1.

That the District does hereby agree to furnish unto the City, from the irrigation system of said District, two hundred acre feet of water, annually, for the compensation, and under the stipulations and conditions hereinafter set forth and enumerated.

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TO 198-88	Kind of Instrument	STATE OF OREGON, } County of Jackson } ss.
	Consideration	I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock M. on the _____ day of _____ 193__
	\$ _____	By _____ Clerk Deputy

II.

That the District agrees to deliver said two hundred acre feet of water when and as needed by the City during the period of from the time the District commences to deliver water to its own users and members to October 1st, of each year, at the city limits, the point of delivery to the city's ditch or intake being approximately 850 feet of the southwest corner of D. L. C. No. 45, said delivery to begin with the irrigation season of 1927.

That in connection with the receiving by the City of said water from said District, it is understood and agreed that the said City is to have the right to install and construct suitable meters and spillways at a point or points mutually satisfactory to City and District to control as nearly as practicable the receiving of the water herein purchased, as well as the water purchased under the agreement of March 21, 1924, subject however, to regulations of the District regarding proper notice as to the amount of water desired.

III.

That the said District agrees that the rights herein granted, upon the performance of the conditions imposed upon said City herein as to payment, shall be perpetual, and that a certificate of water right shall, upon complete payment by the City as provided herein, be delivered to the said City.

IV.

That the City agrees to pay to the said District the sum of \$21,540.00 for said two hundred acre feet of water, annually, such payment to be made as follows:

- (a) \$40.00 cash to be paid to the District by the City on the execution of this contract.
- (b) The balance of the purchase price is to be paid by the City to said District by the making, execution and delivery unto the said District by said City, on or before January 1, 1926, special obligation notes of said City, in the aggregate amount of \$21,500.00, said notes to be numbered from 46 to 67 inclusive; numbers 46 to 66 inclusive to be of the denomination of \$1,000.00, and note number 67 to be of the denomination of \$500.00; said notes to bear interest from January 1, 1927, at the rate of five and one-half per cent per annum, payable semi-annually all of which notes shall provide for the payment of the principal at the rate of at least one-sixteenth thereof at every semi-annual interest payment date; said notes to contain the provision that they are payable solely from revenues of the water department of said City of Ashland and shall not constitute a general obligation, and which notes shall be in form substantially as follows, to-wit:

No. . . .	\$1,000.00.
SPECIAL OBLIGATION NOTE OF THE CITY OF ASHLAND, COUNTY OF JACKSON STATE OF OREGON UNITED STATES OF AMERICA.	

FOR VALUE RECEIVED, the CITY OF ASHLAND, a municipal corporation of the STATE OF OREGON, promises to pay to the holder hereof, the sum of

ONE THOUSAND DOLLARS

said sum to be payable at the times, in the amounts, and in manner as follows:

\$62.50 six months from the date hereof, and \$62.50 every six months semi-annually thereafter until the entire principal sum of this obligation shall have been paid, together with interest on all unpaid balances at the rate of five and one-half (5½) per cent per annum, interest payable semi-annually, both principal and interest payable in legal tender of the United States of America at the office of the City Recorder, in Ashland, Jackson County,

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TO 198-69	Kind of Instrument	STATE OF OREGON, } County of Jackson }
	Consideration	I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock _____ M. on the _____ day of _____ 193____
	\$ _____	By _____ Clerk Deputy

State of Oregon.

The City of Ashland reserves the right to pay any multiple of the sum of \$62.50 on the principal of this obligation before maturity and on any interest payment date.

This obligation, both as to principal and interest shall be payable by the City of Ashland SOLELY from the revenues of the Water Department of the City of Ashland and shall NOT constitute a general obligation of said City within the meaning of the Charter of said City respecting the limitation of indebtedness and the holder hereof agrees to look to the water funds and revenues of the Water Department of the City of Ashland for payment, which funds and revenues, both present and future, are fully pledged for the payment of this obligation in priority over any and all other purposes.

This obligation is one of a series of Special Obligation Notes, given by said City, for the purpose of making payment for a perpetual right to eight hundred acre feet of water per year, purchased by said City of Ashland from the Talent Irrigation District, located in Jackson County, Oregon.

IN WITNESS WHEREOF, the City of Ashland has caused this obligation to be signed by the Mayor and countersigned by the Recorder, under the corporate seal of the City.

CITY OF ASHLAND,
By
Mayor.

COUNTERSIGNED:
.
Recorder.

PROVIDED FURTHER, that note number 67 being of the denomination of only \$500.00 shall provide for payments thereon in the same proportion as set forth in the form of note given above;

PROVIDED FURTHER, that while this contract contemplates and is intended to mean, that all the funds now on hand in the Water Department and all the future revenues of said Water Department are pledged for the making of the payments provided for in this contract, yet, as a specific provision for the meeting of the payments under this obligation, the City of Ashland agrees that from the revenues which shall be received from the sale of water within the City of Ashland, Oregon, there shall be set aside each month and in priority over and above all expenditures, and in priority over and above any other purpose, and as a sinking fund, a sum sufficient to promptly meet the payment of the principal and interest of the notes issued under and by virtue of this agreement until all of said notes have been used, for no other purpose than for the payment of said principal and interest on said notes.

V.

That the City agrees that after the execution of this contract, that it will, upon demand by the District, pay the annual operation and maintenance cost of the irrigation system proportionate to the amount of acre feet herein purchased, and the same as if the City had two hundred acres under and within the District, this payment in addition to operation and maintenance payment provided in paragraph VII of the contract of March 21, 1924, covering the 600 acre feet heretofore purchased. Said maintenance cost shall be inclusive of all replacement expense and betterments to the system, but shall be exclusive of any cost of new construction for additional acreage, and exclusive of any charge which may be made to take care of any other delinquent irrigation assessments aside from operation and maintenance delinquencies, and further, exclusive of any and all charges on account of interest on bonds issued by the District.

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TO
198-70

Kind of Instrument

Consideration

\$

STATE OF OREGON, }
County of Jackson } ss.

I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock _____ M. on the _____

day of _____ 193_____

Clerk

By _____ Deputy

VI.

That it is understood and agreed that the regulation of the use of the water right herein granted shall be in the control of the Board of Directors of the District, the same as all users who are members and stockholders of the District, PROVIDED, however, that the City shall not be required to use its water herein purchased in rotation with any other users and shall have a right to receive its water during the period of from the time the District commences to deliver water to its own members and users, to October 1st of each year, when and as desired by the said City, SUBJECT, however, to the capacity of the ditches of the District delivering same, it being understood that the City will be reasonable in its demands respecting the delivery of said water.

That it is understood that the City of Ashland, in respect to the six hundred acre feet already purchased, and in respect to the two hundred acre feet herein purchased, is buying stored water and is entitled to receive the same from the District during said period each year, when and as desired. This provision is made for the reason that the City of Ashland ordinarily does not desire to use any of the water purchased from the Talent Irrigation District until the latter part of the summer and early fall. Consequently, the water must be held by said District until called for, by the said City, subject, of course, to regulations as to adequate notice of water requirements by the City from said District, and subject to other provisions of this contract.

VII.

That it is understood and agreed that in case of a shortage of water in the systems of the District, then and in that event, the City shall only be entitled to its pro rata share during the period of such shortage..

VIII.

That it is understood that the City is not to be restricted in the use to which it puts the water within the city limits, the City being the sole judge as to how said water shall be disposed of within its limits.

IX.

That it is understood that the District shall be obligated to deliver water only to the city limits and after delivery to the city limits, the responsibility of the District shall thereupon cease, and the City shall have sole responsibility and authority over the delivery and distribution of the water within the city limits.

X.

That this contract, as a whole, shall not be construed as pledging the "credit" of the City within the meaning of the Charter limitation imposed upon the Mayor and Common Council of the City of Ashland, but shall be a special obligation for the payment of which, all of the present funds to the credit of the Water Department of said City, and all the future revenues of said Water Department are hereby irrevocably pledged and the District agrees to look solely to said funds for such payment.

THIS AGREEMENT is executed in behalf of the CITY OF ASHLAND by its Mayor and City Recorder by virtue of authority given at an adjourned meeting of the Common Council held on the 2nd day of December, 1928, and the TALENT IRRIGATION DISTRICT has also caused this instrument to be executed by its Board of Directors and attested by its Secretary.

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TO 198-71	Kind of Instrument	STATE OF OREGON, } County of Jackson } ss.
	Consideration	I hereby certify that the annexed instrument of writing was received and filed for record at _____ o'clock _____ M. on the _____ day of _____ 193____
	\$	By _____ Clerk By _____ Deputy

Executed in Presence of: CITY OF ASHLAND (SEAL)
 WM. M. BRIGGS By O. H. JOHNSON
 CALLA BIEGEL Mayor.
 CITY OF ASHLAND
 By GERTRUDE BIEDE
 Recorder.
 Executed in Presence of: TALENT IRRIGATION DISTRICT
 WM. M. BRIGGS By E. T. NEWBRY
 H. K. HANNA By R. E. ROBISON
 By E. A. BROWN Directors.
 Attest: O. ARNSPIGER (SEAL)
 Secretary.

STATE OF OREGON }
 JACKSON COUNTY } ss.

On this the 7th day of December, 1926, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared O. H. JOHNSON, the duly elected and qualified Mayor of the City of Ashland and GERTRUDE BIEDE, the duly elected and qualified RECORDER of said City of Ashland, who, each being duly sworn did say: That O. H. Johnson is the Mayor of said City and Gertrude Biede is the Recorder of said City; that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Common Council and said O. H. Johnson and Gertrude Biede acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this the day and year, in this my certificate first above written.
 My commission expires: WM. M. BRIGGS
 2 - 8 - 27 NOTARY PUBLIC FOR OREGON.
 (SEAL)

STATE OF OREGON }
 JACKSON COUNTY } ss.

On this the 7th day of December, 1926, before me the undersigned, a Notary Public in and for the State of Oregon, personally appeared O. Arnspiger, to me personally known, who being duly sworn did say: That he is the Secretary of the Talent Irrigation District, an irrigation district duly organized, licensed and existing under and by virtue of the Laws of the State of Oregon, and that the seal affixed to said instrument is the corporate seal of said Talent Irrigation District, and that said instrument was signed and sealed in behalf of said district by authority of its Board of Directors and said O. Arnspiger acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this the day and year in this my certificate first above written.
 My commission expires: WM. M. BRIGGS
 2 - 8 - 28 NOTARY PUBLIC FOR OREGON
 (SEAL)