

Name Alvin Woodruff
 By _____
 Address 17620 Hwy 238
Grants Pass, OR 97526

Date filed 7/31/81
 Priority July 31, 1981
 Action suspended until OK cert

Return to applicant _____
 Date of approval SEP 10 1981

CONSTRUCTION

Date for beginning SEP 10 1982
OCT 1 1983
 Date for completion _____
 Extended to _____

Date for application of water OCT 1 1984
 Extended to _____

PROSECUTION OF WORK

Form "A" filed _____
 Form "B" filed Completed
 Form "C" filed October 26, 1981

FINAL PROOF

Blank mailed APR 16 1984
 Proof received _____
 Date certificate issued MAY 29 1984

Application No. 62022
 Permit No. 45943
 Certificate No. 52045

Stream Index, Page No. 15-8H

FEES PAID

Date	Amount	Receipt No.
<u>7-31-81</u>	<u>30 -</u>	<u>26131</u>

Cert. Fee _____

FEES REFUNDED

Date	Amount	Check No.

ASSIGNMENTS

Date	To Whom	Address	Volume	Page

REMARKS

Form C (690-9-77)

RECEIVED
OCT 26 1981
WATER RESOURCES DEPT
SALEM, OR 97310

IMPORTANT—This form is a notice to the Water Resources Director that permittee is ready to make final proof to the extent to which the water has actually been applied to the intended use under the terms of the permit. Permittee is cautioned that Certificate of Water Right will be issued based on the extent of the quantity and use as determined by the final proof inspection and survey which will be made in response to the filing of this Form C.

NOTE: In the case of an irrigation permit, this Form C should not be mailed to the Water Resources Department until all of the land described in the permit, which it is intended to irrigate under this permit at any time, has actually been irrigated.

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when all of the water has been applied.

Application No. 62022

NOTICE OF COMPLETE APPLICATION OF WATER TO A BENEFICIAL USE

Alvin Woodliff, the holder of Permit No. 45943

to appropriate the public waters of the state of Oregon, completely applied the waters to a beneficial use in accordance with the terms of said permit, on the 15 day of Oct., 1981.

Remarks: _____

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of Oct., 1981.

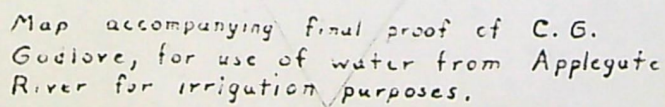
Alvin Woodliff
(Signature of Applicant)

17620 9th Way 238 Grants Pass
(Address)

98
ASD

Application No. 124-03
Permit No. 10125
Priority - March 30, 1913
Find in Applegate River,
Vol. 6

Application No. 62022
Permit No. 45943



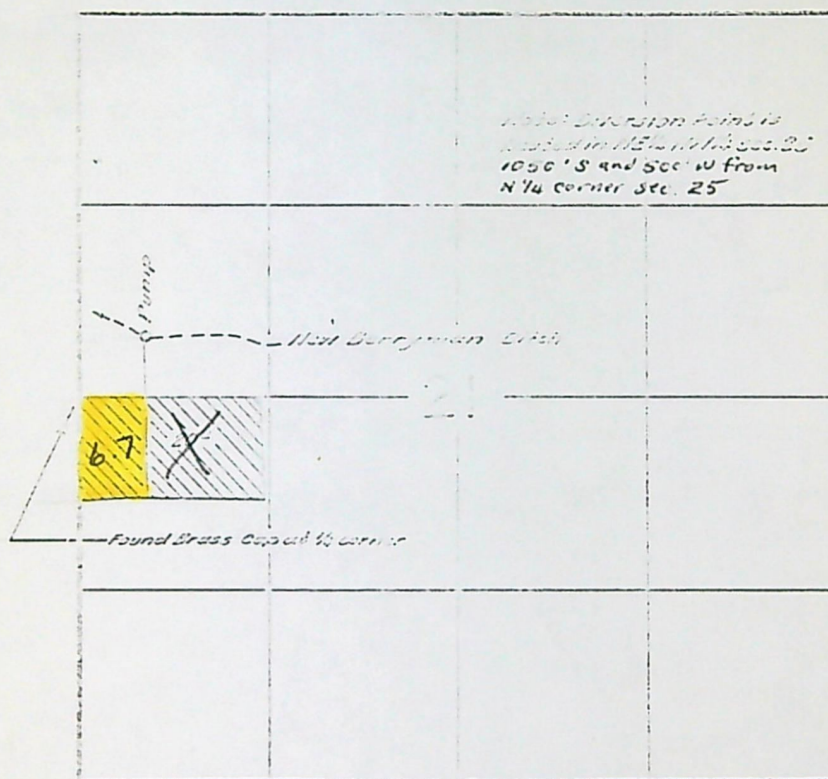
David C. Hendrix, Watermaster Dist. No. 15

JUL 31 1981

Application No. 22968

Permit No. 18128

Application No. 62022
Permit No. 45943



Map to accompany application of Alvin Woodruff to appropriate water from Applegate Lake Reservoir constructed under Permint No. R-7810...total 11 acre feet.

(see map attached for other 4.7 acres to be supplementally irrigated).

Application No. 62022 Permit No. 45943

RECEIVED

JUL 31 1981

Surveyed under G. 1908, S. 1908, S. 1908

WATER RESOURCES DEPT
SALEM, OREGON



IN REPLY
REFER TO:

PN-3323

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

MAY 29 1998

83050
-Jaeger
RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

Oregon Water Resources Department
158 12th Street NE
Salem OR 97310

Subject: Amendment of Applegate Reservoir Water Service Contract No. 1-07-10-W0381

This is sent in regard to the subject contract which provides Bjorn Jaeger with an irrigation water supply from Applegate Reservoir in the Rogue River Basin Project.

Enclosed for your records is a copy of our letter amendment, signed by Reclamation and the Contractor, which increases the number of acres and acre-feet (a.f.) of water that can be used under the contract from 10 to 16.7 acres and from 10 to 16.5 a.f. respectively, and increases the annual payment to \$132, along with a copy of pages 2, 3, and 4 of the contract which reflect these changes. Please attach these enclosures to your copy of the contract which was originally executed August 12, 1981.

Copies of this letter, the letter amendment, and the changed contract pages are being sent to the Watermaster and all appropriate Federal offices.

Sincerely,

ACTING FOR

Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosures

cc: U.S. Army Corps of Engineers
Attention: CENPP-PE-HR
PO Box 2946
Portland OR 97208 (w/copy of encl)

Mr. Larry Menteer
Jackson County Watermaster
10 S. Oakdale
Medford OR 97501



IN REPLY
REFER TO:

PN-3323
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

APR 17 1998

RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

Mr. Bjorn Jaeger
17554 Hwy 238
Grants Pass OR 97527

Subject: Amendment of Applegate Reservoir Water Service Contract No. 1-07-10-W0381

Dear Mr. Jaeger:

This is sent in response to a January 19, 1998, letter from Shirley Woodruff which identifies the 6.7 acres which you purchased from Alvin Woodruff that have been served under an Applegate Reservoir contract with him. It is necessary to amend your contract and Alvin Woodruff's contract (No. 1-07-10-W0377) to properly reflect this change.

Accordingly, we have enclosed a copy of the pages of your contract that need to be amended with the necessary changes made therein (completion of this amendment will increase the acres described in your contract to 16.7 acres, the acre-feet of stored water to 16.5 acre-feet, and the annual payment to \$132).

If you concur with the changes shown in the enclosed pages, please sign in the space provided below and return this letter to this office with payment of our \$100 fee for preparation of the contract amendment, payment of the \$132 annual payment for 1998 water service, and your taxpayer identifying number.

Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134), requires each contractor with an agency of the United States to furnish their taxpayer identifying number, and each agency to disclose to that person its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the government. Because you are a contractor with the United States (under the subject contract with the Bureau of Reclamation), we are required to ask that you provide your taxpayer identifying number (social security number or employer identification number).

Upon receipt by this office of your concurrence and the items described above, we will provide copies of this amendment to appropriate State and Federal offices. Enclosed for your records is a duplicate copy of this letter along with a copy of pages two, three, and four of the contract which reflect the above-mentioned changes.

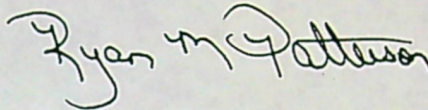
RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

Your assistance is appreciated. Should you have any questions, please contact Larry Parsons at the above address or telephone (208) 378-5346.

Sincerely,



Ryan M. Patterson
Program Manager
Lands and Repayment

Enclosure

In Duplicate

I Concur:


Bjorn Jaeger

05-15-1998

Date

TAX PAYER Identification No 057-32-4962

cc: Mr. Alvin Woodruff
17690 Hwy 238
Grants Pass OR 97527 (w/o encl)

RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

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
13 10 acres, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, T. 38 S., R. 4 W., W.M.
14 6.7 acres, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, T. 38 S., R. 4 W., W.M.

15
16
17
18
19 Of the land described, not more than 16.7 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 16.5 acre-feet annually, measured at the point of
24 delivery of said water.

Recital 3
Article 4

RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

Payments for Water

1

2 5. (a) An annual payment of \$ 132 for the first irrigation
3 season shall be made to the United States at the time of executing this
4 contract, and subsequent annual payments of \$ 132 will be due on
5 or before April 1 of each succeeding irrigation season in advance of water
6 use. This payment will entitle the Contractor to receive 16.5
7 acre-feet of stored water, hereinafter referred to as the entitlement, for
8 the irrigation of the lands described above. Payment for the annual charge
9 is nonrefundable regardless of the amount of water actually used.

10 (b) The annual charge set forth in (a) above is based on an
11 initial rate of \$8 per acre-foot of water; Provided, that such annual charge
12 shall not be less than \$50. From time to time, but not less often than once
13 every 5 years, the annual charge shall be reviewed by the Contracting
14 Officer and revised, if necessary, to cover costs to the United States for
15 the irrigation water marketing program of the Applegate Project. Any
16 revision by the Contracting Officer will apply only to future charges and
17 shall be announced by written notice to the Contractor at least 3 months
18 prior to the beginning of the irrigation season to which the new rate would
19 be applicable.

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

22 Charge for Late Payments

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

Articles 5, 6

RECEIVED

JUN - 3 1998

WATER RESOURCES DEPT.
SALEM, OREGON

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

Furnishing of Water

7. (a) Upon payment of the annual charge specified in sub-article 5(a) above, the United States will furnish a maximum of 16.5 acre-feet of water to the Contractor from the Applegate Project. No water shall be furnished if the Contractor is delinquent in payment of the required annual charge.

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

1,050 feet south and 500 feet west of the north quarter corner of Section 25, T. 38 S., R. 4 W., W.M.

The Contractor shall receive said water at the point of diversion and 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 delivered hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished,

Contract No. 1-07-10-W0377

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICEContents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble	1
2-3	Explanatory Recitals	1
4	Lands for Which Water is Furnished: Limitations on Deliveries.....	2
5	Payments for Water.....	3
6	Charge for Late Payments.....	3
7	Furnishing of Water.....	4
8	Special Conditions.....	5
9	Term of Contract.....	6
10	Termination of Contract.....	6
11	United States Not Liable for Water Shortages-- Adjustments.....	6
12	Disclaimer.....	6
13	Notices.....	7
14	General Provisions.....	7
	Signatures.....	8
	Acknowledgments.....	9
	Exhibit A	

Application No. 62022

Permit No. 45943

Contract No. 1-07-10-W0377

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 19th 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 Alvin Woodruff,
17620 Highway 238, Grants Pass, Oregon 97526
(Name)
(Address)

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 4.7 acres, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, T. 38 S., R. 4 W., W.M.
13 6.7 acres, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, T. 38 S., R. 4 W., W.M.

14
15
16
17
18
19 Of the land described, not more than 11.4 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 11 acre-feet annually, measured at the point of
24 delivery of said water.

Recital 3
Article 4

1

2

10

2

2

2

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 11
0 acre-feet of water to the Contractor from the Applegate Project. No
1 water shall be furnished if the Contractor is delinquent in payment of the
2 required annual charge.

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

5 ~-~
6 1,050 feet south and 500 feet west of the north quarter corner of Section 21,
7 T. 38 S., R. 4 W., W.M.

8
9
0
1 The Contractor shall receive said water at the point of diversion and shall
2 be wholly responsible for securing said water at that point and diverting,
3 conveying, and utilizing it. The Contractor shall be required to conform
4 its diversions and releases to the control of the stream as established by
5 the appropriate State-appointed watermaster. The water to be delivered
6 hereunder shall be measured by means of measuring or controlling devices
7 satisfactory to the Contracting Officer. Such devices shall be furnished,

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
0 contract shall be deemed to have been given, on behalf of the Contractor,
1 when mailed, postage prepaid, or delivered to the Regional Director, Pacific
2 Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street,
3 Boise, Idaho 83724, and on behalf of the United States, when mailed,
4 postage prepaid, or delivered to Alvin Woodruff, 17620 Highway 238,
5 Grants Pass, OR 97526. The designation of the addressee or the
6 address may be changed by notice given in the same manner as provided
7 in this article for other notices.

8 General Provisions

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

- 2 a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- 3 b. WATER AND AIR POLLUTION CONTROL
- 4 c. QUALITY OF WATER
- 5 d. EQUAL OPPORTUNITY
- 6 e. EXCESS LANDS
- 7 f. COMPLIANCE WITH RULES AND REGULATIONS
- 8 g. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- 9 h. OFFICIALS NOT TO BENEFIT

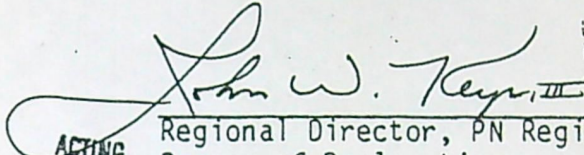
Articles 13, 14

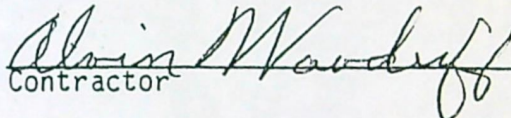
1 i. TITLE VI, CIVIL RIGHTS ACT OF 1964

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


ACTING Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724


Contractor

STATE OF IDAHO)
 : ss
County of Ada)

On this 19th day of August, 1981, personally appeared
before me John W. Keys III, 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.

Carmine M. Kent
Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

My commission expires: 3-20-84

* * * * *

STATE OF OREGON)
 : ss
County of Jackson)

On this 13th day of August, 1981, before me,
Viola M. Davis, a Notary Public, personally appeared
Alvin Woodruff, 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.

Viola M. Davis
Notary Public in and for the
State of Oregon
Residing at 6057 Hwy 238
Jacksonville Or

(SEAL)

My commission expires: 10-21-83

GENERAL PROVISIONS--APPLGATE 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.

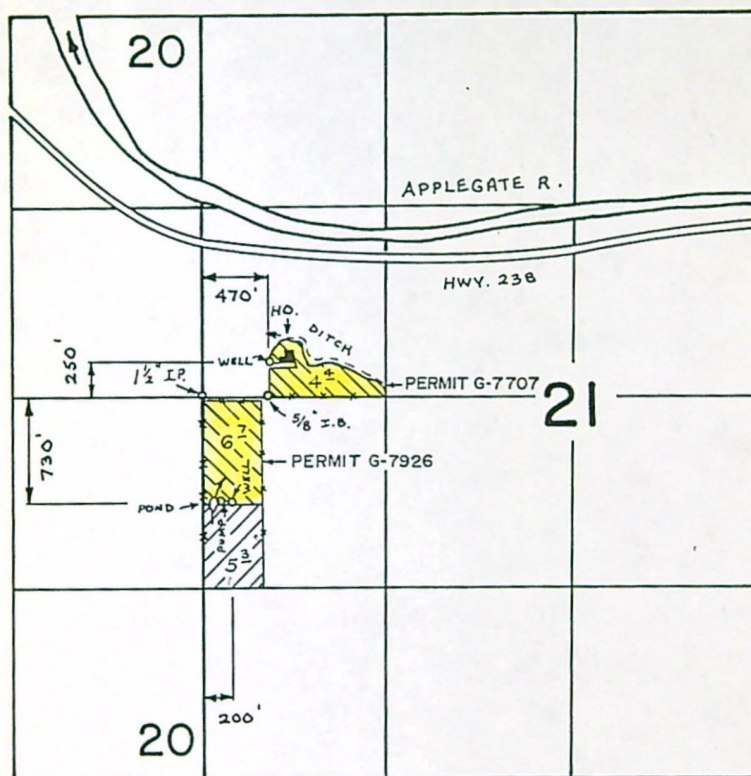
(3) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date 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.

T. 38 S., R. 4 W., W.M.



PRIMARY SUPPL.

FINAL PROOF SURVEY
UNDER

62022

45943

G-8305

G-7707

Application No. G-8569 Permit No. G-7926

IN NAME OF

ALVIN D. &/OR EDNA E. WOODRIFF

Surveyed OCT. 12 1978, by B. SUND

D.H.M.
P.T.S. - 1978-14-D

RECEIVED

APR 19 1984

WATER RESOURCES DEPT
SALEM, OREGON

STATE OF OREGON

COUNTY OF

JACKSON

Proof of Appropriation of Water

ALVIN WOODRUFF

of 17620 Highway 238, Grants Pass, State of Oregon 97526,
has applied beneficially the waters of
Applegate Lake Reservoir, constructed under Permit R-7810

a tributary of Applegate River for the purpose of
supplemental irrigation of 11.1 acres

under Permit No. 45943 and that the use of said waters has been completed under the
terms of said permit; that the priority of the right dates from

July 31, 1981
that the amount of water for the purposes aforesaid, has been actually beneficially used in the
amount of
11.0 acre-feet stored water only

or its equivalent in case of rotation, measured at the point of diversion from the stream.
The point of diversion is located in the NE 1/4 NW 1/4, Section 25, T38S, R4W, WM;
1,050 feet South and 500 feet West from N 1/4 corner Section 25, Applegate
Dam located in S 1/2 SE 1/4, Section 25, T40S, R4W, WM.

The amount of water used for irrigation, together with the amount secured under any other
right existing for the same lands, shall be limited to ~~of one cubic foot per second~~
~~per acre~~-----a diversion of not to exceed 4 1/2 acre-feet per acre for each
acre irrigated during the irrigation season of each year and is subject to
the terms and conditions of Contract 1-07-10-W0377 between the Bureau of
Reclamation and the applicant, or a satisfactory replacement, a copy of which
is on file in the records of the Water Resources Director,

and shall
conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is
as follows:

4.4 acres SW 1/4 NW 1/4
6.7 acres NW 1/4 SW 1/4
Section 21
Township 38 South, Range 4 West, WM

I have read the above and foregoing proof of appropriation of water; I know the contents
thereof, and that the facts therein stated are true.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 day of April

1984

Alvin Woodruff

September 25, 1981

Alvin Woodruff
17620 Highway 238
Grants Pass, Oregon 97526

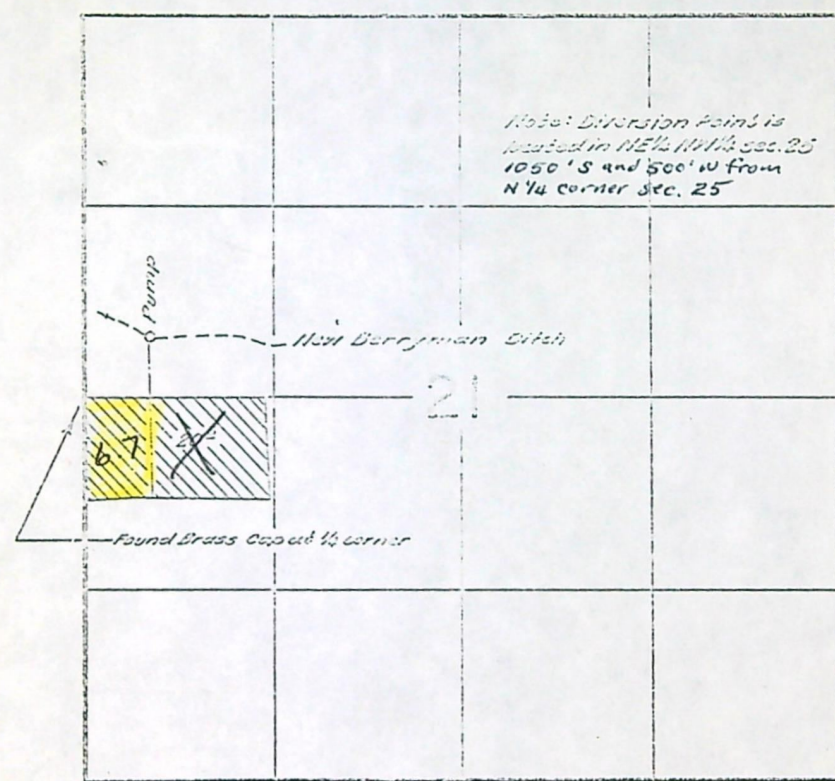
62022

45943.

15
J. C. Baker

T.36S. 2.4 N.W.M.

Application No. 62022
Permit No. 45943



Map to accompany application of Alvin Woodriff to appropriate water from Applegate Lake Reservoir constructed under Permint No. R-7810...total 11 acre feet.

(see map attached for other 4.7 acres to be supplementally irrigated).

~~FINAL PROOF SURVEY
UNDER~~

Application No. 34950... Permit No. 27212... **CERT. 31874**
IN NAME OF

W. C. Baker

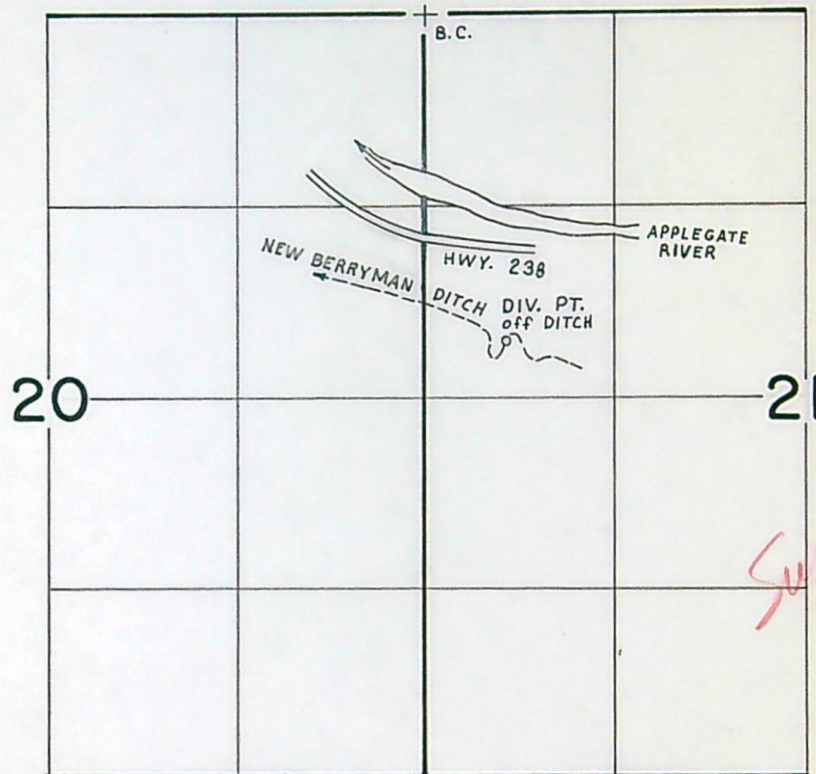
Surveyed June 16, 1963, by J. C. Baker

RECEIVED

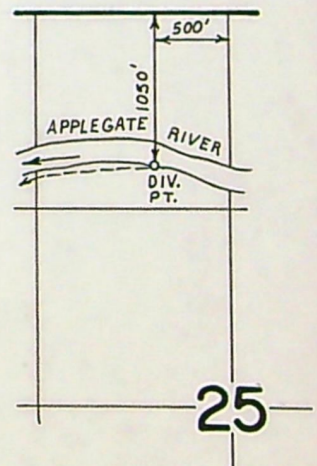
JUL 31 1981

WATER RESOURCES DEPT
SALEM, OREGON

T. 38 S., R. 4 W., W.M.



Superseded



FINAL PROOF SURVEY
UNDER

Application No. 62022 Permit No. 45943
IN NAME OF

ALVIN WOODRIF

Surveyed JULY 16, 1982, by B. S. JAMES

SCALE: 4" = 1 MILE

45943

STATE OF OREGON WATER RESOURCES DEPARTMENT

RECEIVED

JUL 31 1981

WATER RESOURCES DEPT
SALEM, OREGON

I, Alvin Woodruff

(Name of Applicant)

of 17620 Hwy. 238, Grants Pass, Oregon 97526

(Mailing Address)

(City)

State of Oregon, 97526 Phone No. 846-6414 do hereby
(Zip Code)

(Zip Code)

make application for a permit to appropriate the following described waters of the State of Oregon:

1. The source of the proposed appropriation is ~~Applegate Lake Reservoir constructed~~
under Permit R-7810 ✓, a tributary of Applegate River. ✓

2. The point of diversion is to be located 1050 ft. S. and 500 ft. W.
(N. or S.) (E. or W.)

(N. or S.)

(E. or W.)

from the N¹/₄ corner of Section 25

(Public Land Survey Corner)

(Public Land Survey Corner)

(Applegate Dam located in $5\frac{1}{2}$ SE $\frac{1}{4}$ sec. 25, T. 40 S. R. 9 W. WM.)

(If there is more than one point of diversion, each must be described)

(If there is more than one point of diversion, each must be described)

being within the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 25 $\frac{1}{2}$ Tp. 38 S. R. 4 W. W. M., in the county of Jackson.

(N. or S.)

(E. or W.)

3. Location of area to be irrigated, or place of use if other than irrigation.

[illegible]

22968
34650

14730

OK

Application No. 67022

Permit No. 45943

Permit to Appropriate the Public Waters of the State of Oregon

This is to certify that I have examined the foregoing application and do hereby grant the same **SUBJECT TO EXISTING RIGHTS INCLUDING THE EXISTING FLOW POLICIES ESTABLISHED BY THE WATER POLICY REVIEW BOARD** and the following limitations and conditions:

The right herein granted is limited to the amount of water which can be applied to beneficial use and shall not exceed **11.0 acre-feet** **stored water only** ~~XXXXXX feet per second~~ measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from **Applegate Lake Reservoir** constructed under Permit R-7810 **trib Applegate River**

The use to which this water is to be applied is **supplemental irrigation of 11+ acres**

If for irrigation, this appropriation shall be limited to ----- of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to **a diversion of not to exceed 4½ acre-feet per acre for each acre irrigated during the irrigation season of each year**, provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein, and is **subject to the terms and conditions of Contract 1-07-10-W0377 between the Bureau of Reclamation and the applicant, or a satisfactory replacement, a copy of which is on file in the records of the Water Resources Director,**

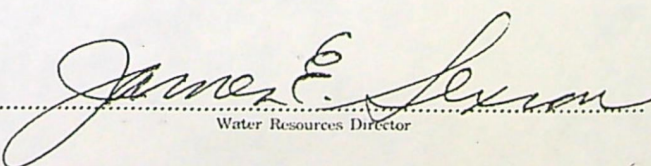
and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is **July 31, 1981**

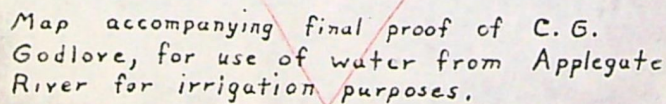
Actual construction work shall begin on or before **September 10, 1982** and shall thereafter be prosecuted with reasonable diligence and be completed on or before **October 1, 1983**

Complete application of the water to the proposed use shall be made on or before **October 1, 1984**

WITNESS my hand this **10th** day of **September**, 19 **81**


Water Resources Director

T. 385, R. 4 W., W. M.



February 18, 1955

David C. Hendrix, Watermaster Dist. No. 15

RECEIVED

JUL 31 1981

WATER RESOURCES DEPT
SALEM, OREGON

Application No. 22968

Permit No. 18128

alvin woodruff

62022/45943

4.1 ACREAGE SW⁴ NW⁴

6.7 ACREAGE NW⁴ SW⁴

Pump @ 50 PSI

$$\frac{(6.6)(7.5)}{10 + 127} = \underline{\underline{0.361 \text{ cfs}}}$$

Sprinklers:

$$\frac{22(1.8+4.0)}{450} = \underline{\underline{0.235 \text{ cfs}}}$$

Pump @ 40 PSI

$$\frac{(6.6)(5.0)}{10 + 101.6} = \underline{\underline{0.296 \text{ cfs}}}$$

Sprinklers:

$$\frac{20(1.6+4.4)}{450} = \underline{\underline{0.267 \text{ cfs}}}$$

INFO: NAMES: ALVIN WOODRIEF

ADDRESS: 17620 HWY 238, GRANTS PASS, 97526

TALKED TO: ALVIN

SOURCES: APPLICABLE RESERVOIR

SYSTEM: WATER DIVERTED THROUGH NEWBERRYMAN DITCH
THEN PUMPED WITH SAME SYSTEM AS PRIMARY

4.4 ACREAGE SW ⁴ NW ⁴	6.7 ACREAGE NW ⁴ SW ⁴
PUMP: MAKE: PACIFIC	SAME AS G-8305 / G-7707
TYPE: CENT.	G-8569 / G-7926
SUCTION SIZE: 2"	SURVEY.
DISCHARGE SIZE: 2 1/2"	BERKELEY
MODEL No.:	3"
RATING:	2"
MOTOR: MAKE: G.E.	GOULDS / CENTURY
TYPE: ELECT.	ELECT.
HP: 7 1/2	5.0
RPM: 3500	3500
CONNECTED <u>DIRECT</u> OR PULLEYS:	
SPRINKLER SYSTEM: PORTABLE	
MAINLINE: No. FEET: 600'	600'
SIZE: 3"	3"
TYPE: P.V.C.	PVC
LATERALS: No. FEET: 920'	800' 250'
SIZE: 3"	3" 5/8"
TYPE: ALUM	ALUM HOSES.
SPRINKLERS: No. HEADS: 22	20
MAKE: RB	RB
MODEL #: 40'S	30'S
NOZZLE SIZES: 3/32 X 9/64"	5/32 X 3/32
MAXIMUM: 22	20
IN OPERATION: MEAN PRESSURE:	
No. of HEADS:	

LIFT: SUCTION: -2'

DISCHARGE: 12'

USE: LAWN, GARDEN, PASTURE, HAY

DIVERSION: DIRECT:

STRUCTURE: VERT. SLIDE GATE AT DITCH.

TIE: MONUMENTS: N.W. 1/4 COR. SEC. 21 (B.C.)

SURVEYED ON: INSPECTION & PHOTO: 179-117R (DITCH DIV. PT.)

(PLACE OF USE)

F.P. map for G-8569 & G-8305

Not used for F.P.

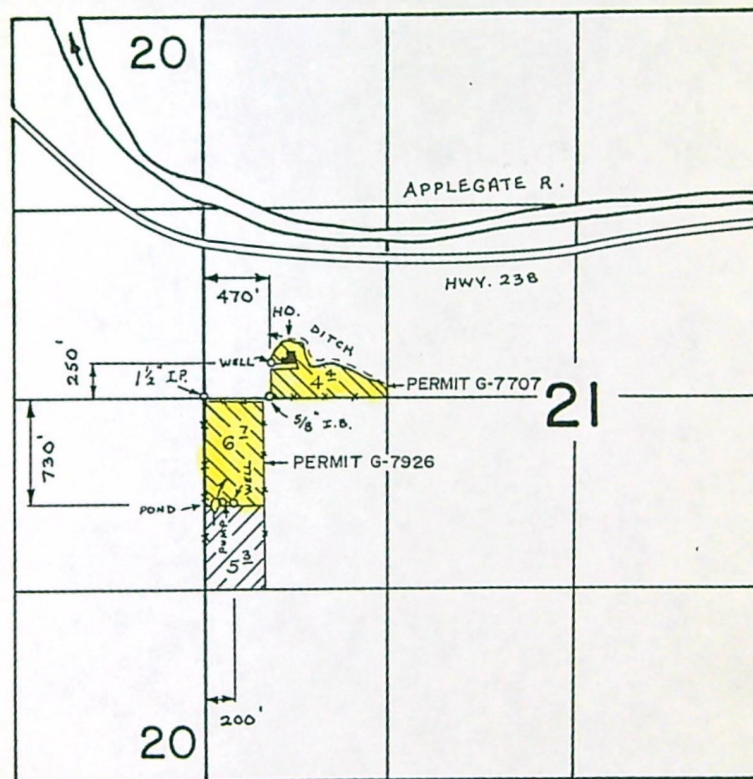
B. Lutz Jones

FIELD ENGINEER

DATE: 7-16-82

NOTE:

T. 38 S., R. 4 W., W.M.



PRIMARY SUPPL.

FINAL PROOF SURVEY
UNDER

62022

G-8305

45943

G-7707

Application No. G-8569 Permit No. G-7926

IN NAME OF

ALVIN D. &/OR EDNA E. WOODRIFF

Surveyed OCT. 12 1978, by B. SUND

D.H.M.

P.T.S. - 1978-14-D

378-3066 or
1-800-452-7813

August 7, 1981

Alvin Woodruff
17620 Highway 238
Grants Pass, OR 97526

Dear Mr. Woodruff:

REFERENCE: File 62022

We have received your application for use of water for supplemental irrigation along with the supporting data and fees. Our Receipt 26131 is enclosed. Your application has been filed and assigned number 62022.

Because of the many applications which have been filed in recent months, we are temporarily behind in our processing. Your application will be examined in detail as soon as possible. We will contact you if we need any additional information. If a permit is required to satisfy the conditions of a loan or land sale or if other emergency conditions exist, please let us know and we will attempt to process your application in the shortest possible time.

The permit approving your application will be issued without further correspondence if no additional information is required. The proposed appropriation will be subject to existing minimum flows and demands of prior rights during periods of low water.

Thank you for your patience.

Sincerely,

RALPH H. JACKSON
Supervisor, Application/Permit Section
Water Rights Division

RHJ:wpc
enclosure
0427A
6286A