

Name Ethel Jean Bretz

By

Address 101 Panther Gulch Road

Williams, OR 97544

Date filed August 25, 1981

Priority August 25, 1981

Action suspended until *Per 9-29-81 cle*

Jan 5-16-88

Return to applicant

Date of approval October 29, 1981

CONSTRUCTION

Date for beginning OCT 29 1982

Date for completion OCT 1 - 1983

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 December 1, 1984

FINAL PROOF

FEB 26 1987 MAR 16 1988

Blank mailed

Proof received

Date certificate issued JUN 8 1988

Application No. 62405

Permit No. 46091

Certificate No. 57259

Stream Index, Page No. 15 - 8 K

FEES PAID

Date	Amount	Receipt No.
8-25-81	30.00	26752
8-25-81	30.00	From P-6 26589

Cert. Fee

FEES REFUNDED

Date	Amount	Check No.

ASSIGNMENTS

Date	To Whom	Address	Volume	Page

REMARKS

Card for C OCT 19 1984

Form 130 sent MAR 27 1987

2nd Reminder Letter Sent; APR 27 1987

RECEIVED

NOV 01 1984
WATER RESOURCES DEPT.
OREGON

Form C (690-9-77)

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. 62405

NOTICE OF COMPLETE APPLICATION OF WATER TO A BENEFICIAL USE

Ethel Jean Bretz, the holder of Permit No. 44091, 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 1st day of September, 1981.

Remarks:

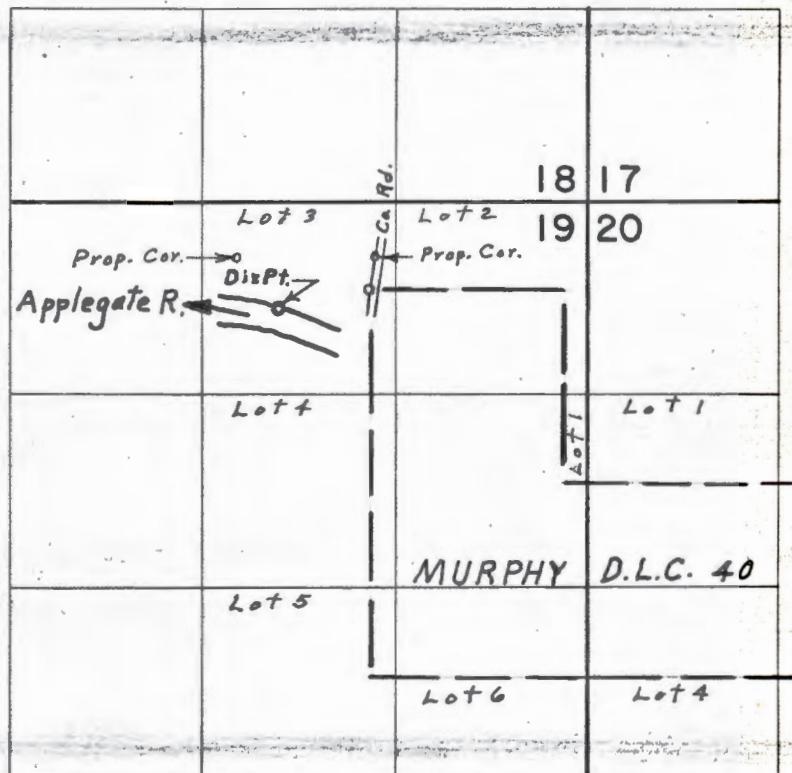
IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of October, 1984.

Ethel Jean Bretz
(Signature of Applicant)

101 Panther Gulch Road
Williams, Oregon 97544

OK
AC

T.37 S. R.5 W. W.M.



DIV. PT. located 130' S. & 610' W. from N.W. Cor. Murphy D.L.C. 40

**FINAL PROOF SURVEY
UNDER**

Transfer No. 2449
Application No. Permit No.
IN NAME OF

GEORGE E. BRETZ

Surveyed May 14, 1975., by L. E. Gould

STATE OF OREGON
COUNTY OF JOSEPHINE
PROPOSED CERTIFICATE OF WATER RIGHT

ETHEL JEAN BRETZ
C/O GEORGE E. BRETZ
of 101 PANTHER GULCH RD WILLIAMS OR 97544
has a right to the use of the waters of
APPLEGATE LAKE RESERVOIR CONSTRUCTED UNDER P-R7810, A TRIBUTARY OF
APPLEGATE RIVER

for the purpose of SUPPLEMENTAL IRRIGATION.

The right to the use of these waters has been perfected
under Permit 46091. The date of priority is
AUGUST 25, 1981.
The right is limited to not more than
12.4 ACRE-FEET STORED WATER ONLY
or its equivalent in case of rotation, measured at the point of
diversion from the source. The point of diversion is located in
the

LOT 3, NW 1/4 NE 1/4, Section 19, T 37 S, R 05 W, WM;
130 FEET SOUTH & 610 FEET WEST FROM NW CORNER MURPHY DLC 40. *

The right 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:

	1/4	1/4	LOT	SECTION	TOWNSHIP	RANGE	WM
supplemental	6.20	NW NE	3	19	37 S	05 W	
Total:	6.20	supplemental acres.					

This right is limited to a diversion of 4.5 acre-feet 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 No.
1-07-10-W0402, or a satisfactory replacement, between the Bureau
of Reclamation and the applicant, a copy of which is on file in
the records of the Water Resources Department.

* Applegate Dam is located in the S1/2 SE1/4, Section 25, T40S, R4W,
W.M.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

June 23, 1987

George Bretz
101 Panther Gulch Road
Williams, Oregon 97544

REFERENCE: File 53677 and 62405

We recently sent proofs of appropriation in connection with permits 40135 and 46091 without responding to your letter received January 22, 1987. I apologize for the oversight.

I have enclosed new proofs. If you agree with the information presented to you and if you held the property described in the permits in joint tenancy with Ethel Jean Bretz, sign the proofs in the spaces provided and add the statement of joint tenancy.

Upon receipt of the signed proofs, we will issue certificates of Water Right.

Sincerely,

THOMAS E. SHOOK
Senior Water Rights Examiner

TES:wpc
0516E



NEIL GOLDSCHMIDT
GOVERNOR

Water Resources Department

3850 PORTLAND ROAD NE, SALEM, OREGON 97310

PHONE 378-8508

April 27, 1987

George E. and Ethel Jean Bretz
101 Panther Gulch Rd.,
Williams, OR 97544

REFERENCE: Files Numbered G-5321, R-51671, 51672, 53677, and 62405

Dear Mr. and Mrs. Bretz:

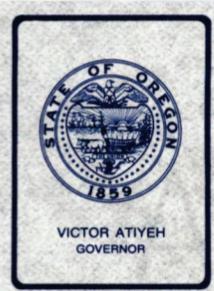
We have not received the completed proofs of appropriation of water forms in connection with Permits Numbered G-5228, R-6392, 39935, 40135, and 46091 which were mailed to you on February 26, 1987. Unless the signed proofs are received, the law requires the cancellation of your permits.

In the event you no longer own the property and have no further interest in the permits, you could assign them to the new owner. We will furnish the necessary form upon request.

Sincerely,

THOMAS E. SHOOK
Senior Water Rights Examiner

TES/jw



Water Resources Department

3850 PORTLAND ROAD NE, SALEM, OREGON 97310

PHONE 378-8508

January 27, 1987

George Bretz
101 Panther Gulch Road
Williams, OR 97544

REFERENCE: File 62405

Thank you for your letter regarding Application 62405.

There is no need to take action at this time. The next time our representative is in the area, our usual field work will be conducted and we will advise you of which course of action to take at that time.

Sincerely,

THOMAS E. SHOOK
Senior Water Rights Examiner

TESwpc
cc: Sue James
8419D

C O P Y

GRAYBACK MOUNTAIN RANCH

101 PANTHER GULCH ROAD
WILLIAMS, OREGON 97544

Sept-21-1987

Bruce Estes
3850 - Portland Rd N.E.
Salem, Oregon 97310

RECEIVED

JAN 22 1987

WATER RESOURCES DEPT.
SALEM, OREGON

Sir:

My wife Ethel Jean Brez made application for Supplement water from Applegate Reservoir. application # 62405.

She passed away Aug 4 - 1986 - I need advise - Should I change that to my name or is it OK to leave it as it is?

This is for property on the Applegate river at 6574 Williams Highway near Murphy Oregon. Thank you!!!

George Brez
101 Panther Gulch Rd.
Williams, Oregon
97544

Phone - 503-846-6561

November 10, 1981

62405

Ethel Jean Bretz
101 Panther Gulch Road
Williams, Oregon 97544

Dear Ms. Bretz:

46091



VICTOR ATIYEH
GOVERNOR

Water Resources Department

MILL CREEK OFFICE PARK

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

PHONE 378-3066

or

1-800-452-7813
(message line)

Ethel Jean Bretz
101 Panther Gulch Road
Williams, Oregon 97544

Dear Ms. Bretz:

REFERENCE: File 62405

We have received your application for use of water for irrigation along with the supporting data and fees. Our Receipts 26589 and 26752 are enclosed. Your application has been filed and assigned number 62405.

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:wp
enclosure
0427A
6694A

C O P Y



United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724-0043

IN REPLY
REFER TO:

PN 440

OCT 28 1988

62405

RECEIVED
COPY 31000
WATER RESOURCES DEPT
SALEM, OREGON

George Bretz
Grayback Mountain Ranch
101 Panther Gulch Road
Williams OR 97544

Subject: Assignment of Applegate Reservoir Water Service Contract
No. 1-07-10-W0402 (Water Service)

Dear Mr. Bretz:

Enclosed for your records is a copy of the fully executed Assignment of Contract which transfers all right, title, and interest in Contract No. 1-07-10-W0402 to you.

Also enclosed is a copy of that contract which now provides you a supplemental irrigation water supply of 12.4 acre-feet annually from Applegate Reservoir to those lands described in article 4 of the contract.

We have given consideration to the concern expressed in your letter to this office dated September 28, 1988, surrounding the \$100 fee associated with preparation of the assignment. Unfortunately, we cannot waive this charge. The current policy has been in effect since February 1987, to recover costs incurred by Reclamation in preparing and transferring contracts.

If you should have any questions, please contact Ryan Patterson at the above address or telephone (208) 334-1161.

Sincerely,

JOHN W. KEYS III

Regional Director

Enclosures

cc: Director, Oregon State Water Resources Department
Attention: Chris Hughes
3850 Portland Road, NE.
Salem OR 97310
(with copy of Assignment of Contract)

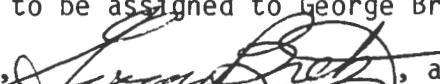
U.S. Army Corps of Engineers
Attention: NPPEN-HH-R
P.O. Box 2946
Portland OR 97208
(with copy of Assignment of Contract)

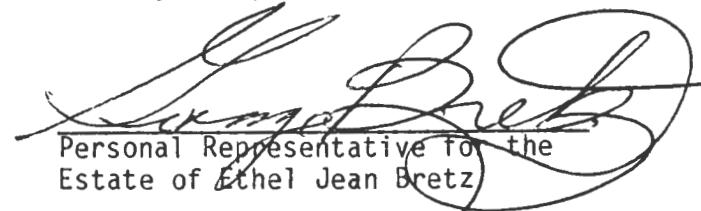
Mr. Bob Steimer
Watermaster, Josephine County
101 Northwest A
Grants Pass OR 97526
(with copy of Assignment of Contract)

Assignment of Contract for Rogue River Project

WHEREAS, the United States of America entered into a contract on September 10, 1981, Contract No. 1-07-10-W0402, with Ethel Jean Bretz for a supplemental irrigation water supply from Applegate Reservoir for use on lands owned by the Contractor; and

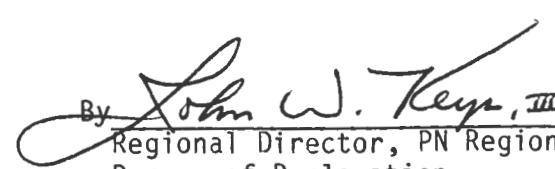
WHEREAS, Ethel Jean Bretz is now deceased, and George Bretz has acquired the land to which water was to be provided under said contract and that contract is now to be assigned to George Bretz;

NOW, THEREFORE, I, , as personal representative for the estate of Ethel Jean Bretz, hereby assign to George Bretz all right, title, and interest in Contract No. 1-07-10-W0402, dated September 10, 1981, for a supplemental irrigation water supply not to exceed 12.4 acre-feet annually. This assignment is effective only upon the approval thereof by the United States of America as provided in Exhibit A, General Provisions, Article g. of said September 10, 1981, contract.


Personal Representative for the
Estate of Ethel Jean Bretz

101 Panther Gulch Rd
Address Williams, Ore. 97544
9/29/88
Date

CONTRACTING OFFICER

By 
John W. Keys, III
Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724

STATE OF OREGON)
: ss
County of Josephine)

On this 30 day of September, 1988, before me, a notary public, personally appeared George Bretz, Personal Representative for the estate of Ethel Jean Bretz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed this Assignment of Contract as his/her 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.


- Notary Public in and for the
State of Oregon
Residing at: Cave Junction

(SEAL)

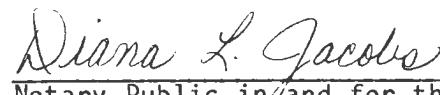
My Commission expires: My Commission Expires January 25 1989

* * * * *

STATE OF IDAHO)
: ss
County of Ada)

On this 26th day of October, 1988, personally appeared before me John W. Keys, III, 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 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.


- Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

My Commission expires: 5-23-94

Application No. 62405

Permit No.

46091

Contract No. 1-07-10-W0402

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Applegate Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 10th day of September, 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 Ethel Jean Bretz _____, (Name) 6576 Williams Highway, Grants Pass, Oregon 97526 _____, (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 6.2 acres, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, T. 37 S., R. 5 W., W.M.

13
14
15
16
17
18
19 Of the land described, not more than 6.2 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 12.4 acre-feet annually, measured at the point of
24 delivery of said water.

Recital 3
Article 4

Payments for Water

2 5. (a) An annual payment of \$ 62 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 \$ 62 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 12.4
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.

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

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

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 12.4 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:

660 feet south and 415 feet east of the north quarter corner of Section 19,
T. 37 S., R. 5 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,

installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times under the control of 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 and all other entities heretofore or hereafter contracting with the United States for a right to use water from the Applegate Project shall, to the extent of their entitlement, have equal priority to the use of water from such project so far as that may be physically practicable and legally possible, without regard to the date of their respective contracts.

Special Conditions

8. (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 4. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Applegate 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 Applegate 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 one year in advance of the date this contract is terminated and continued water service to the lands described

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

3 Term of Contract

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

7 Termination of Contract

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

14 United States Not Liable for Water Shortages--Adjustments

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

23 Disclaimer

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

Articles 9, 10, 11, 12

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

8 Notices

9 13. Any notice, demand, or request authorized or required by this
10 contract shall be deemed to have been given, on behalf of the Contractor,
11 when mailed, postage prepaid, or delivered to the Regional Director, Pacific
12 Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street,
13 Boise, Idaho 83724, and on behalf of the United States, when mailed,
14 postage prepaid, or delivered to Ethel Jean Bretz, 101 Panther Gulch Road,
15 Williams, OR 97544. The designation of the addressee or the
16 address may be changed by notice given in the same manner as provided
17 in this article for other notices.

18 General Provisions

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

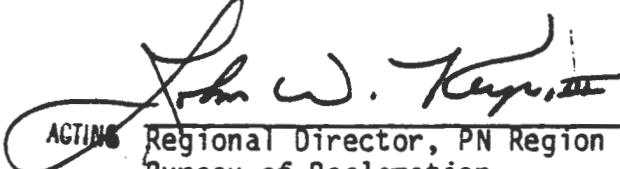
22 a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
23 b. WATER AND AIR POLLUTION CONTROL
24 c. QUALITY OF WATER
25 d. EQUAL OPPORTUNITY
26 e. EXCESS LANDS
27 f. COMPLIANCE WITH RULES AND REGULATIONS
28 g. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
29 h. OFFICIALS NOT TO BENEFIT

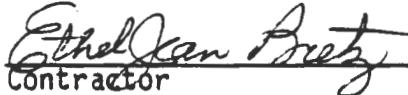
1 i. TITLE VI, CIVIL RIGHTS ACT OF 1964

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


John W. Key, Jr.
ACTING Regional Director, PN Region
Bureau of Reclamation
Box 043, 550 West Fort Street
Boise, Idaho 83724


Ethel Jean Brey
Contractor

STATE OF IDAHO)
 : ss
County of Ada)

On this 10th day of September, 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.

Cecilia M. Katz
Notary Public in and for the
State of Idaho
Residing at Boise

(SEAL)

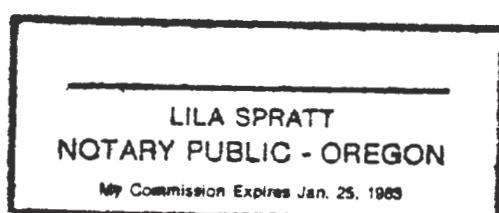
My commission expires: 3-20-84

* * * * *

STATE OF OREGON)
 : ss
County of Josephine)

On this 1st day of September, 1981, before me,
Lila Spratt, a Notary Public, personally appeared
Ethel Jean Bretz, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.



(SEAL)

Lila Spratt
Notary Public in and for the
State of Oregon
Residing at Grants Pass, Or. 97526

My commission expires: 1-25-83

GENERAL PROVISIONS--APPLEGATE PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

WATER AND AIR POLLUTION CONTROL

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

QUALITY OF WATER

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

EQUAL OPPORTUNITY

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

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

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

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

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

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

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

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

EXCESS LANDS

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

(2) No such excess lands shall receive water from any project or division if the owners thereof refuse to execute valid recordable contracts for the sale of such lands under terms and conditions satisfactory to the Secretary of the Interior and at prices not to exceed those fixed by the Secretary. Until one-half of 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.

Application No. 62405

Permit No. 46091

COPY

PARCEL I:

A parcel of land situated in Government Lot 3, Section 19, Township 37 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, described as follows:

Commencing at a point where the Westerly line of the Murphy-Williams Highway intersects with the North line of said Section 19 and which point bears North $89^{\circ} 17'$ West 94.2 feet from the Northeast corner of said Lot 3; thence South $7^{\circ} 02'$ West 265.4 feet along the Westerly line of said highway to the true point of beginning; thence North $82^{\circ} 58'$ West 353 feet; thence South $7^{\circ} 02'$ West 153.82 feet; thence South $73^{\circ} 02'$ East 357.3 feet to a point on the Westerly line of said highway; thence North $7^{\circ} 02'$ East 215.75 feet to the point of beginning.

PARCEL II:

Commencing at the Northeast corner of Government Lot 3 in Section 19, Township 37 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; thence North $89^{\circ} 17'$ West along the North line of said section, a distance of 94.2 feet to a point on the Westerly line of the Williams-Murphy Road; thence South $7^{\circ} 02'$ West along the Westerly line of said road, 481.15 feet to the true point of beginning; thence North $73^{\circ} 02'$ West 357.3 feet; thence North $83^{\circ} 07'$ West 601.4 feet; thence South $12^{\circ} 17'$ West 280 feet, more or less, to the Northerly bank of the Applegate River as now located; thence along the Northerly bank of the Applegate River to a point on the Westerly line of the Williams-Murphy Road, which point is South $7^{\circ} 02'$ West from the point of beginning; thence along the Westerly line of the Williams-Murphy Road, North $7^{\circ} 02'$ East to the point of beginning.

LESS AND EXCEPTING: Commencing at the established Northeast corner of said Lot 3 of said Section 19, and running thence North $89^{\circ} 17'$ West along the North line of Section 19, a distance of 94.2 feet to a point on the Westerly line of the Williams-Murphy Road; thence South $7^{\circ} 02'$ West along the Westerly line of said road, 598.86 feet to the true point of beginning; thence North $81^{\circ} 42'$ West 591.75 feet; thence South $9^{\circ} 28'$ West 159 feet to a point on the Northerly bank of the Applegate River; thence Southeasterly along the Northerly bank of said Applegate River approximately 610.5 feet to a point on the Westerly line of the Williams-Murphy Road; thence North $7^{\circ} 02'$ East along the Westerly line of said road, a distance of 250 feet to the point of beginning.

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SEP 24 1970
STATE ENGINEER
SALEM OREGON

1284

Application No. (62405)

Permit No. 46091

RECEIVED

AUG 19 1981

STATE OF OREGON WATER RESOURCES DEPARTMENT

Application for Permit to Appropriate Surface Water

WATER RESOURCES DEPT

SALEM, OREGON

I, Ethel Jean Bretz

NOT AVE 1986 - 606. % George E. Bretz

(Name of Applicant)

of 101 Panther Gulch Road, Williams, OR 97544

(City)

State of Oregon, Phone No. 846-6561 do hereby

(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 Reservoir
 constructed under per. R-7810, a tributary of Rogue River

2. The point of diversion is to be located 130' N. of the NW corner of Section 19, and 610' W. of the SW corner of Section 19.

(Applegate dam located in 5 1/2 SE 1/4 Sec. 25, T. 40 S. R. 41 W. W.M.)

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

Lot 3 (being within the NW 1/4 of the NE 1/4 of Sec. 19, Tp. 37 S. R. 5 W., W.M., in the county of Josephine)

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

Township	Range	Section	List % of Section	List use and/or number of acres to be irrigated
37 S	5 W	19	Lot 3 (NW 1/4 NE 1/4)	6.2 acres irrigation
				R-8069
				P-46091
				P-32224
				Sep. 10 = 8-4228
				Sep. 10 = 0-44086
				0-43777

Form 600-1-0-1-77

130' S 610' W from NW corner DCC 90.

8942D

Application No. 62405

Permit No. 46091

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 12.4 acre feet stored water only 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 6.2 acres

If for irrigation, this appropriation shall be limited to 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-W0402 or a satisfactory replacement between the Bureau of Reclamation and the applicant, a copy of which is on file in the records of the Water Resources Department]

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 August 25, 1981

Actual construction work shall begin on or before October 29, 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 29th day of October , 1981


James E. Larson
Water Resources Director

DIV C

A# 62405

INFO: TALKED TO OWNER GEORGE BRETZ.

MRS. E. JEAN BRETZ PASSED AWAY AUGUST 1986.

MR. BRETZ WILL BE WRITING SAZEM FOR FURTHER
INSTRUCTIONS. MR. BRETZ'S ADDRESS & PHONE REMAIN SAME
AS APPLIED.

SOURCE: APPLEGATE LAKE RESERVOIR R-7810

VIA: APPLEGATE RIVER. PRIMARY RIGHT T-2449

SAME EQUIPMENT USED FOR BOTH.

DIVERSION: STRUCTURE: R-7810.

P'M: CORNELL 3"X2", ELECT. 7 1/2 H.P. @ 3500

EQUIPMENT: 6" PVC MAIN LINE LENGTH UNKNOWN

@ 50 ft 3" ALUM. LATERALS. (PORTABLE) ± 900'

(6.6)(7.5) = 0.3420 SPRINKS: RB 30's @ $\frac{3}{16} \times \frac{3}{32}$ = 26

127.0120 MAX USE: 16
(7.2+1.8)16 = 0.3240
450

→ SYSTEM: PUMP DIRECT FROM STREAM THRU BURIED MAIN WITH
PORTABLE LATERALS WITH STRAINERS.

LIFT: 0' - 20'

USE: PASTURE

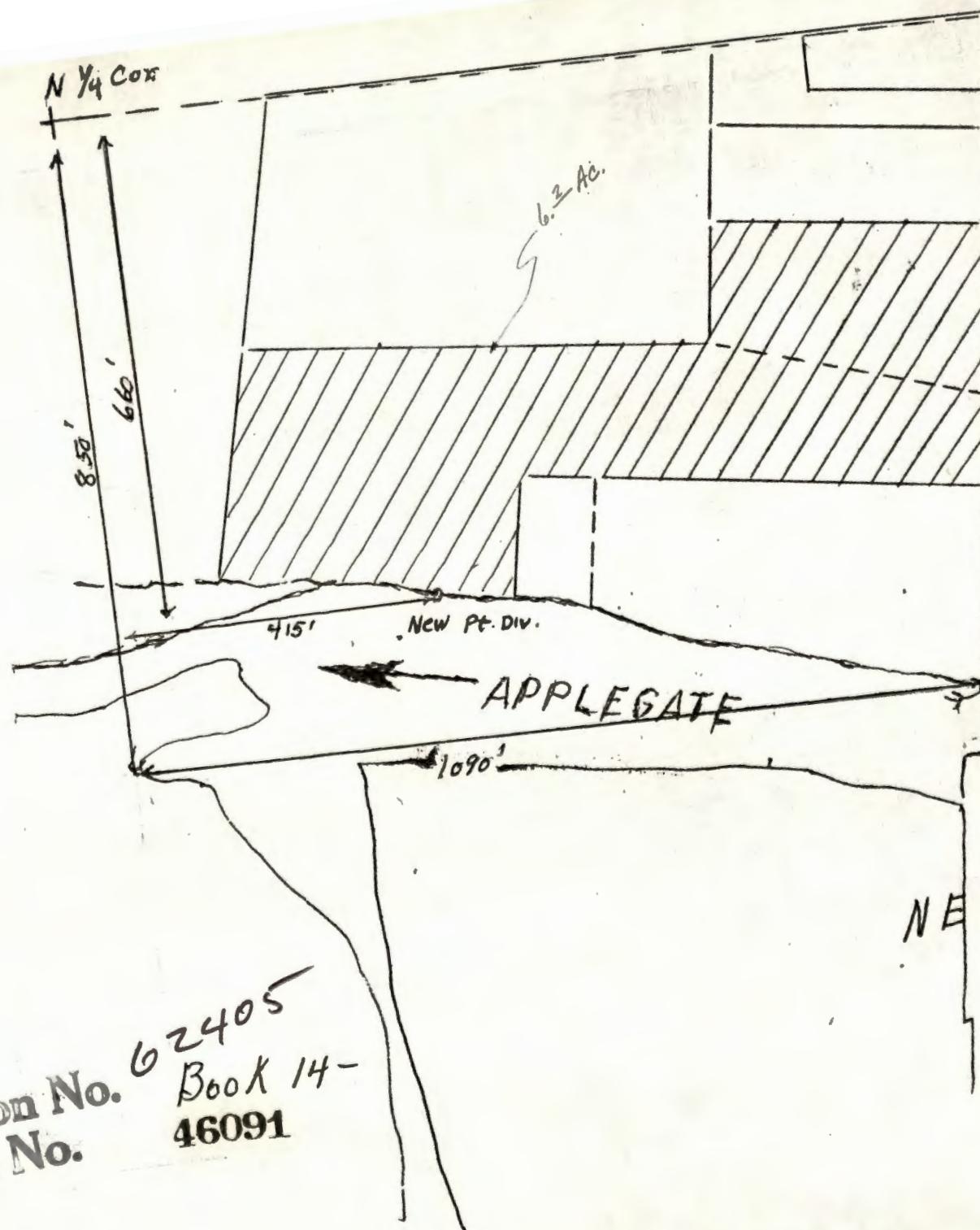
TIE: B50-1-3

MONT: NW COR. DCC. 40.

Blue Jean WRE 1-7-86

REMARKS: SAME AS T-2449

Application No. 62405
Book 14-
Permit No. 46091



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SALEM, OREGON

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WATER RESOURCES DEPT.
SALEM, OREGON

NORTH SIDE APPLEGATE COUNTY ROAD
OLD PT. DIV.
1/4 500' T. 37 S. R. 5 W. W. M.
Josephine County
1" = 200'
RIVER

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AUG 19 1981
WATER RESOURCES DEPT.
SALEM, OREGON

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SEP 24 1970
STATE ENGINEER
SALEM, OREGON

