

Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

# Certificate of Water Right Ownership Update

## NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. *If for multiple rights, a separate form for each right will be required.*

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

*Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.*

## PROPERTY SELLER INFORMATION

Applicant(s): David L Stearns Robynn E Sheahan  
First Last  
Mailing Address: PO Box 225, 44349 + 44345 Hwy 62 PO Box 245  
Prospect OR 97536  
City State Zip  
Phone: (541) 944-0827    
Home Work Other

RECEIVED BY OWRD

## PROPERTY BUYER INFORMATION

Applicant(s): Daryl Risner  
First Last  
Mailing Address: 44349 + 44345 Hwy 62  
Prospect OR 97536  
City State Zip  
Phone: (541) 560-3336  (805) 340-1598  
Home Work Other

FEB 27 2017

SALEM, OR

## PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Jackson Township: T32S, T33S Range: 2 East Section: 36, 1  
Tax Lot Number(s): 7500, 102

Street address of water right property: 44349 + 44345 Hwy 62

Water Right Information (attach copy of water right permit or certificate & final proof map):

Application #: 502042 Permit #: 546021 Certificate or Page #: 57793

Will all the lands associated with this water right be owned by the buyer? ☒ Yes ☐ No

Name of individual completing this form: Daryl Risner Phone: (805) 340-1598

Signature: [Signature] Date: 2-10-2017

*Please be sure to attach a copy of your property deed or legal description of the property.*





Surveyed May 23, 1983, by B. S. JAMES

RALPH & ANNABELLE LEIBY

IN NAME OF

Application No. 20108 Permit No. 37412

ES06S 46051

# FINAL PROOF SURVEY

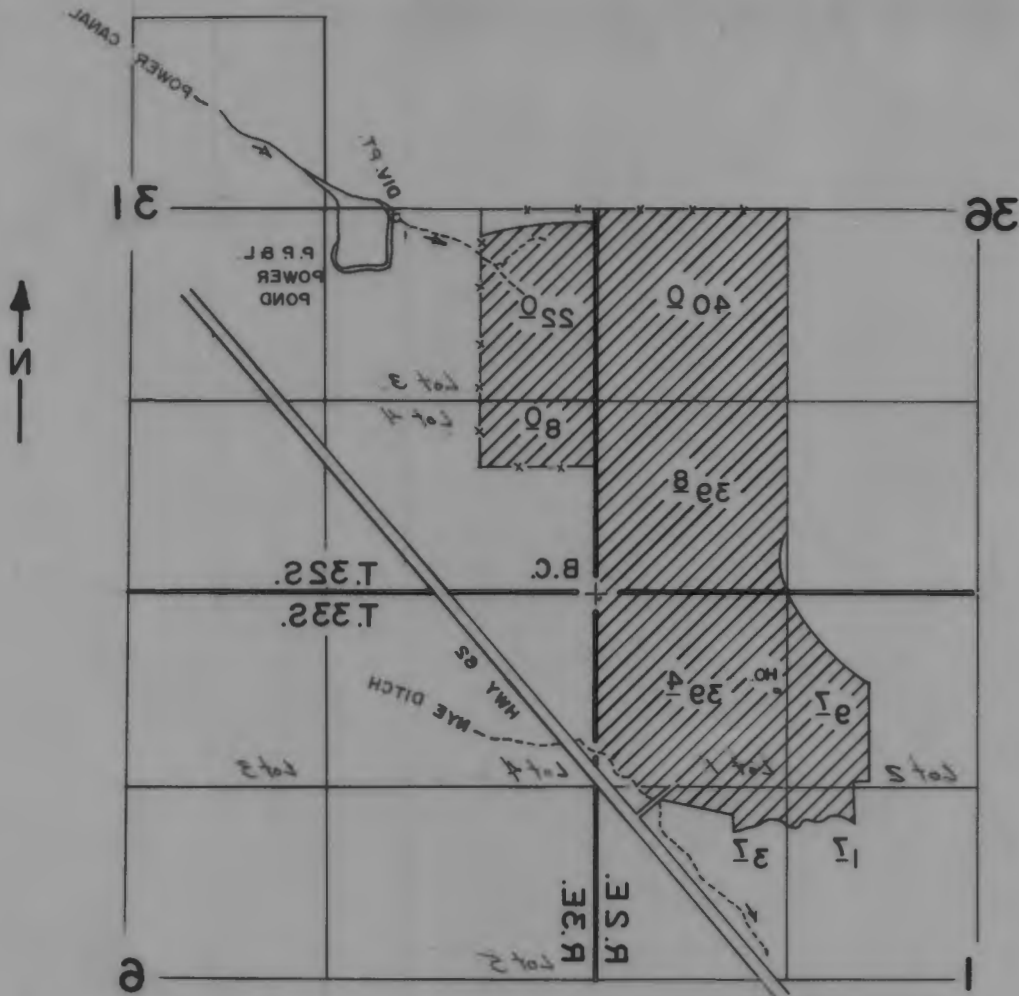
UNDER

Sec. 29



T. 32 S. R. 3 E. W. 1/4 NW 1/4

SCALE 4" = 1 MILE



T. 32 S. R. 3 E. W. 1/4

October 5, 1992

Mr. David L. and Mrs. Robynn E. Stearns  
PO Box 850  
Rough and Ready CA 95975

Subject: Proposed Water Service Contract, Willamette Basin Project

We have received a copy of a proposed water service contract from the Bureau of Reclamation.

I have reviewed our records and did not find a permit that would allow you to appropriate stored water for which you have a contract. To legally appropriate the water released from storage, a permit is required.

Please find enclosed an application form and information pamphlet.

Sincerely,



Eline Hoekstra  
Senior Water Rights Specialist

EH:cam

cc: Watermaster

cc; Bureau of Reclamation

Enclosures



62067-2eiby  
20108

Post-it™ routing request pad 7664

## ROUTING - REQUEST

Please

- ☐ READ
- ☐ HANDLE
- ☐ APPROVE

To

Steve Applegat

Steve:  
Does the name  
Stearns sound  
familiar?

C WRIS

jh



IN REPLY REFER TO:

PN-440

# 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

**MAR 30 1992**

Take  
PRIDE IN  
AMERICA

RECEIVED

APR 1 1992

WATER RESOURCES DEPT.  
SALEM, OREGON

Mr. David L. and Mrs. Robynn E. Stearns  
PO Box 850  
Rough and Ready CA 95975

Subject: Proposed Water Service Contract, Lost Creek Reservoir  
(Water Service Contract)

Dear Mr. and Mrs. Stearns:

Enclosed for your signatures are two copies of a replacement form of water service contract which, when properly executed, will make irrigation water available from the Lost Creek Reservoir, commencing with the 1993 irrigation season. Execution of the proposed contract would replace Contract No. 1-07-10-W0293, dated July 13, 1981, with Ralph B. Leiby. Water service for the 1992 irrigation season has been paid pursuant to Contract No. 1-07-10-W0293.

If you find the contract acceptable, we ask that you sign both copies, have your signatures notarized, and return both copies of the contract to this office, attention Code 440. You have already paid our \$100 fee for preparation of the contract. Upon receipt by this office, the contracts will be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. A signed original and as many conformed copies as you desire will then be returned for your records.

We will also furnish a conformed copy of the contract to the Oregon State Department of Water Resources. When provided with this information, that agency will then be in a position to proceed with changing the current permit to divert water.

If you should have any questions, please feel free to contact Larry Parsons at the above address or telephone (208) 334-1547.

Sincerely,

Regional Supervisor of  
Water, Power, and Lands

Enclosures

cc: Mr. Ralph B. Leiby, 44345 Highway 62, Prospect OR 97536 (w/cy of encl)

Oregon State Water Resources Department, 3850 Portland Road NE.,  
Salem OR 97310 (w/cy of encl)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 David L. and Robynn E. Stearns, 44345 Highway 62, Prospect, Oregon 97536, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

Recital 2



3. WHEREAS, The United States of America entered into a contract on July 13, 1981, Contract No. 1-07-10-W0293, with Ralph B. Leiby for an irrigation water supply from the Lost Creek Project for lands now owned by the Contractor; and

4. WHEREAS, the Contractor desires to secure an irrigation water supply from the Lost Creek Project for these lands hereinafter described;

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

Termination of Prior Contract

5. Contract No. 1-07-10-W0293, dated July 13, 1981, is being replaced by this contract and is no longer of any force and effect.

Lands for Which Water is Furnished: Limitations on Deliveries

6. The United States shall make available each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Lost Creek Project for the irrigation of land owned by the Contractor described as follows:

22.0 acres, NW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
8.0 acres, SW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
40.0 acres, NE1/4 SE1/4, Section 36, T. 32 S., R. 3 E., W.M.  
39.8 acres, SE1/4 SE1/4, Section 36, T. 32 S., R. 3 E., W.M.  
39.4 acres, NE1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
9.7 acres, NW1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
1.7 acres, SW1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
3.7 acres, SE1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.

Of the land described, not more than 164.3 acres are to be irrigated. The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 50 acre-feet annually, measured at the point of delivery of said water.

Recitals 3, 4  
Articles 5, 6

Payments for Water

7. (a) An annual payment of \$250 for the first irrigation season shall be made to the United States on or before April 1, 1993, and subsequent annual payments of \$250 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive 50 acre-feet of stored water, hereinafter referred to as the entitlement, for the irrigation of the lands described above. Payment for the annual charge is nonrefundable regardless of the amount of water actually used.

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

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 16 of this contract.

Contract Preparation Assignment Fee

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

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

Charges for Delinquent Payments

9. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments, pursuant to section 11 of the Debt Collection Act of 1982 (Public Law 97-365). When a payment is not received within 30 days of the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

### Furnishing of Water

10. (a) Upon payment of the annual charge specified in subarticle 7(a) above, the United States will furnish a maximum of 10 acre-feet of water to the Contractor from the Lost Creek 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:

590 feet south and 100 feet east of the west quarter corner of Section 29, T. 32 S., R. 3 E., 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 Lost Creek 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

11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 6. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Lost Creek 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 Lost Creek Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 6 becomes dependent upon membership in the organization established for that purpose.

#### Term of Contract

12. This contract shall become effective as of the date first above written and will continue in force for 40 years unless sooner terminated in accordance with Articles 11 or 13 or by agreement of the parties hereto.

### Termination of Contract

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

### United States Not Liable for Water Shortages--Adjustments

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

### Disclaimer

15. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right.

Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Lost Creek Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

#### Notices

16. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Supervisor of Water, Power, and Lands, Pacific Northwest Region, Bureau of Reclamation, Box 043-550 West Fort Street, Boise, Idaho 83724-0043, and on behalf of the United States, when mailed, postage prepaid, or delivered to David L. and Robynn E. Stearns, PO Box 225, Prospect, Oregon 97536. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

#### General Provisions

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

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION

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

\_\_\_\_\_  
David L. Stearns

\_\_\_\_\_  
Robynn E. Stearns

UNITED STATES OF AMERICA

\_\_\_\_\_  
Regional Supervisor of Water,  
Power, and Lands, PN Region  
Bureau of Reclamation  
Box 043-550 West Fort Street  
Boise, Idaho 83724-0043



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_, known to me to be  
the persons whose names are subscribed to the within instrument and acknow-  
ledged to me that they 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)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_

**My commission expires:**

\* \* \* \* \*

STATE OF IDAHO           )  
County of Ada         ) : ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally  
appeared before me \_\_\_\_\_, 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.

(SEAL)

Notary Public in and for the  
State of Idaho  
Residing at:

**My commission expires:**

**GENERAL PROVISIONS--LOST CREEK PROJECT, OREGON****CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

a. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case 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 nondiscrimination 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 discrimination because of 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 said 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 of 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 a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the 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.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

STATE OF OREGON  
COUNTY OF JACKSON  
PROPOSED CERTIFICATE OF WATER RIGHT

RALPH B. AND ANNABELLE LEIBY  
of 44345 HWY 62, PROSPECT, OREGON 97536, has a right to the use of the waters of LOST CREEK RESERVOIR, CONSTRUCTED UNDER PERMIT R-8142, A TRIBUTARY OF ROGUE RIVER for the purpose of SUPPLEMENTAL IRRIGATION OF 164.3 ACRES.

The right has been perfected under Permit 46021. The date of priority is AUGUST 3, 1981. The right is limited to not more than 50.0 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 as follows:

NW1/4 SW1/4, SECTION 29, T32S, R3E, WM; 590 FEET SOUTH & 100 FEET EAST FROM W1/4 CORNER SECTION 29. LOST CREEK DAM IS LOCATED IN NW1/4 SW1/4, SECTION 24, T33S, R1E, W.M.

This right is limited to a diversion of 4.5 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 No. 1-07-10-W0293, 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.

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:

40.0 ACRES NE1/4 SE1/4  
39.8 ACRES SE1/4 SE1/4  
SECTION 36  
TOWNSHIP 32 SOUTH, RANGE 2 EAST, WM  
  
22.0 ACRES LOT 3 (NW1/4 SW1/4)  
8.0 ACRES LOT 4 (SW1/4 SW1/4)  
SECTION 31  
TOWNSHIP 32 SOUTH, RANGE 3 EAST, WM  
  
39.4 ACRES LOT 1 (NE1/4 NE1/4)  
9.7 ACRES LOT 2 (NW1/4 NE1/4)  
1.7 ACRES SW1/4 NE1/4  
3.7 ACRES SE1/4 NE1/4  
SECTION 1  
TOWNSHIP 33 SOUTH, RANGE 2 EAST, WM

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.



Application No. 62062

Permit No. 46021

RECEIVED

AUG 31 1981

STATE OF OREGON WATER RESOURCES DEPARTMENT

Application for Permit to Appropriate Surface Water  
WATER RESOURCES DEPT  
SALEM, OREGON

I, Ralph and/or Annabelle Leiby  
(Name of Applicant)

of 44345 Highway 62 Prospect,  
(Mailing Address) (City)  
State of Oregon 97536 Phone No. 560-3267 or 560-3723 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 Lost Creek Reservoir constructed  
under Permit R-8142, a tributary of Rogue River.

2. The point of diversion is to be located 590 ft. S. and 100 ft. E.  
(N. or S.) (E. or W.)  
from the NW corner of Section 29

(Lost Creek Dam located in SW 1/4 NW 1/4 and W 1/2 SW 1/4 Section 24, T. 33 S. R. 1 E. W. M.)  
(If there is more than one point of diversion, each must be described)

being within the NW 1/4 of the SW 1/4 of  
Sec. 29 Tp. 32 S. R. 3 E., 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.

Township	Range	Section	List 1/4 1/4 of Section	List use and/or number of acres to be irrigated
32 S.	3 E.	31	NW 1/4 SW 1/4	22.0 acres suppl. irrig.
	3 E.	31	SW 1/4 SW 1/4	8.0 acres " "
	2 E.	36	NE 1/4 SE 1/4	40.0 acres " "
	2 E.	36	SE 1/4 SE 1/4	39.8 <del>40.0</del> acres " "
33 S.	2 E.	1	NE 1/4 NE 1/4	39.4 <del>40.00</del> acres " "
	2 E.	1	NW 1/4 NE 1/4	9.7 <del>20.0</del> acres " "
	2 E.	1	SW 1/4 NE 1/4	1.7 <del>2.7</del> acres " "
	2 E.	1	SE 1/4 NE 1/4	3.7 <del>7.3</del> acres " "
			Total	<del>180.0</del> acres " "
				164.3 TOTAL

164.3 = 2.05 cfs

Application No. 62062

Permit No. 46021

## Permit to Appropriate the Public Waters of the State of Oregon

70034

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 50 acre-feet / stored water only ~~cubic feet per second~~ measured at the point of diversion from the stream, or its equivalent in case of rotation with other water users, from Lost Creek Reservoir constructed under Permit R-8142

The use to which this water is to be applied is supplemental irrigation

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  $4\frac{1}{2}$  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-W0293 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,

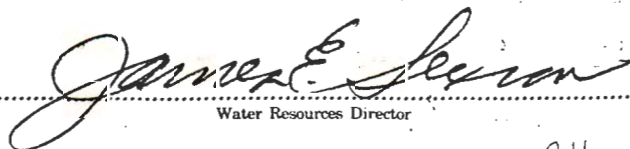
and shall be subject to such reasonable rotation system as may be ordered by the proper state officer.

The priority date of this permit is August 3, 1981

Actual construction work shall begin on or before October 7, 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 7th day of October, 1981

  
Water Resources Director

Pall 5

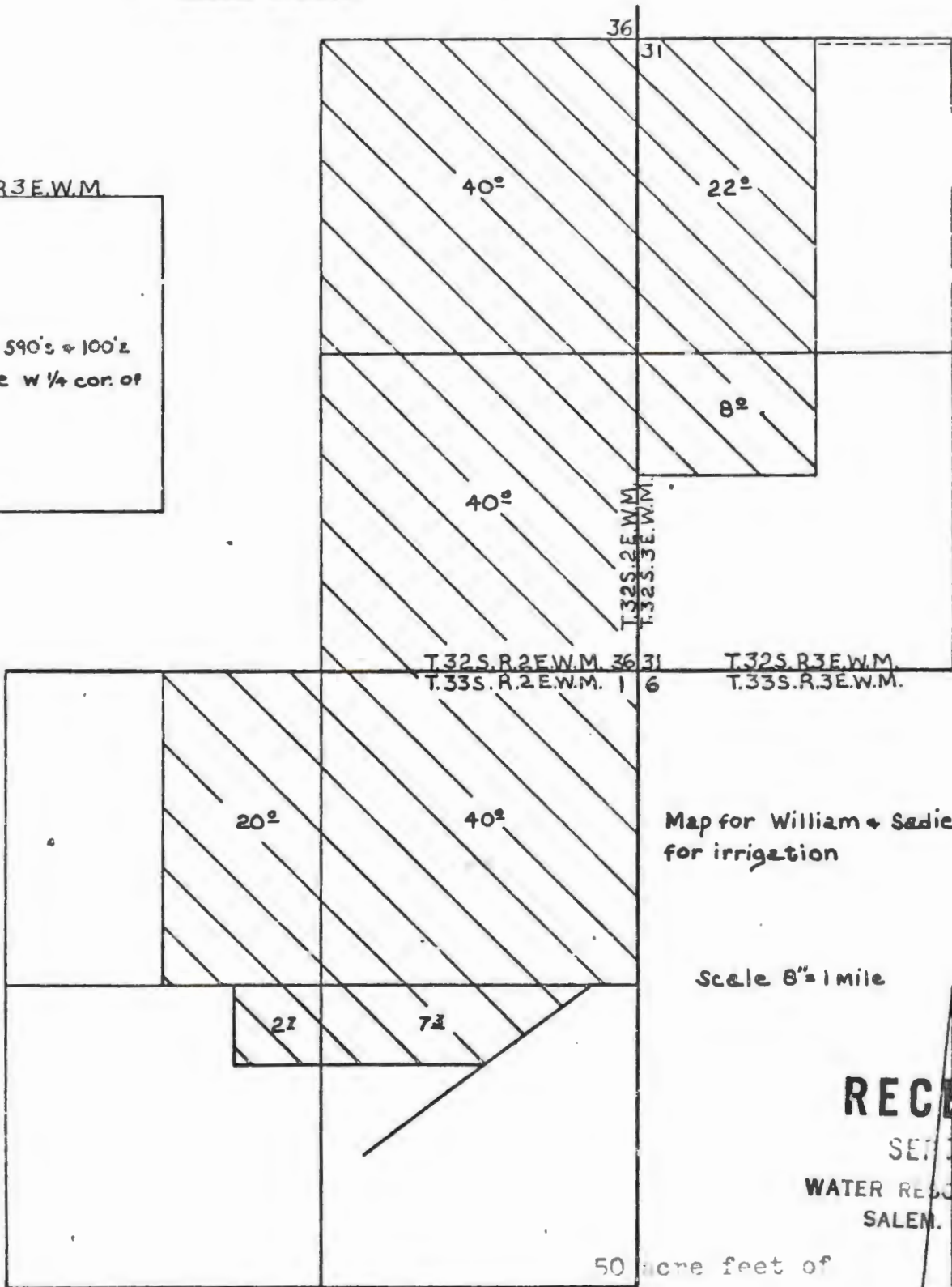


RECEIVED

AUG 31 1981

WATER RESOURCES DEPT  
SALEM, OREGON

Priority --  
River, Ol. 2



RECEIVED

SEP 15 1981

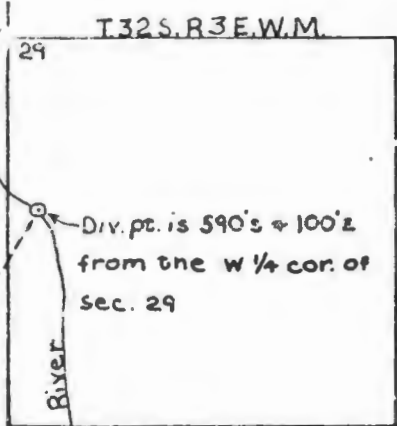
WATER RESOURCES DEPT  
SALEM, OREGON

Note: Application to appropriate the/stored water of Lost Creek Res. constructed under Permit No. R-8142. on above shaded storage.

for supplemental irrigation pump

Application No. 50108  
Permit No. 37415

Application No. 46021  
Permit No.



INFO: NAMES: RALPH & J. ANNABELLE LEIBY  
ADDRESS: 44345 HI-WAY 62, PROSPECT.

TALKED TO: RALPH (JR.)

SOURCES: LOST CREEK RESERVOIR

(VIA: NO. FARK ROGUE RIVER.)

SYSTEM: SAME AS 50108/37915

PUMP: MAKE: \_\_\_\_\_

TYPE: \_\_\_\_\_

SUCTION SIZE: \_\_\_\_\_

DISCHARGE SIZE: \_\_\_\_\_

MODEL NO.: \_\_\_\_\_

RATING: \_\_\_\_\_

MOTOR: MAKE: \_\_\_\_\_

TYPE: \_\_\_\_\_

HP: \_\_\_\_\_

RPM: \_\_\_\_\_

CONNECTED DIRECT OR PULLEYS: \_\_\_\_\_

SPRINKLER SYSTEM: \_\_\_\_\_

MAINLINE: NO. FEET: (DITCHES) 5'

SIZE: \_\_\_\_\_

TYPE: \_\_\_\_\_

LATERALS: NO. FEET: 240'

SIZE: 2"

TYPE: ALUM.

SPRINKLERS: NO. HEADS: 6

MAKE: RE

MODEL #: 20'S

NOZZLE SIZES: 3/32 x 1/4

MAXIMUM: 6

IN OPERATION: MEAN PRESSURE: \_\_\_\_\_

FALL: 100'

NO. OF HEADS: \_\_\_\_\_

LIFT: SUCTION: \_\_\_\_\_

DISCHARGE: \_\_\_\_\_

USE: PASTURE, HAY & ALFALFA (SUPPL. IRRIGATION)

DIVERSION: DIRECT: \_\_\_\_\_

STRUCTURE: P.P.&L. HYDROELECTRIC DAM

TIE: MONUMENTS: JA. CO. B.C. 36/31

SURVEYED ON: 279-143R

B. D. Jones

FIELD ENGINEERING  
TECH. I

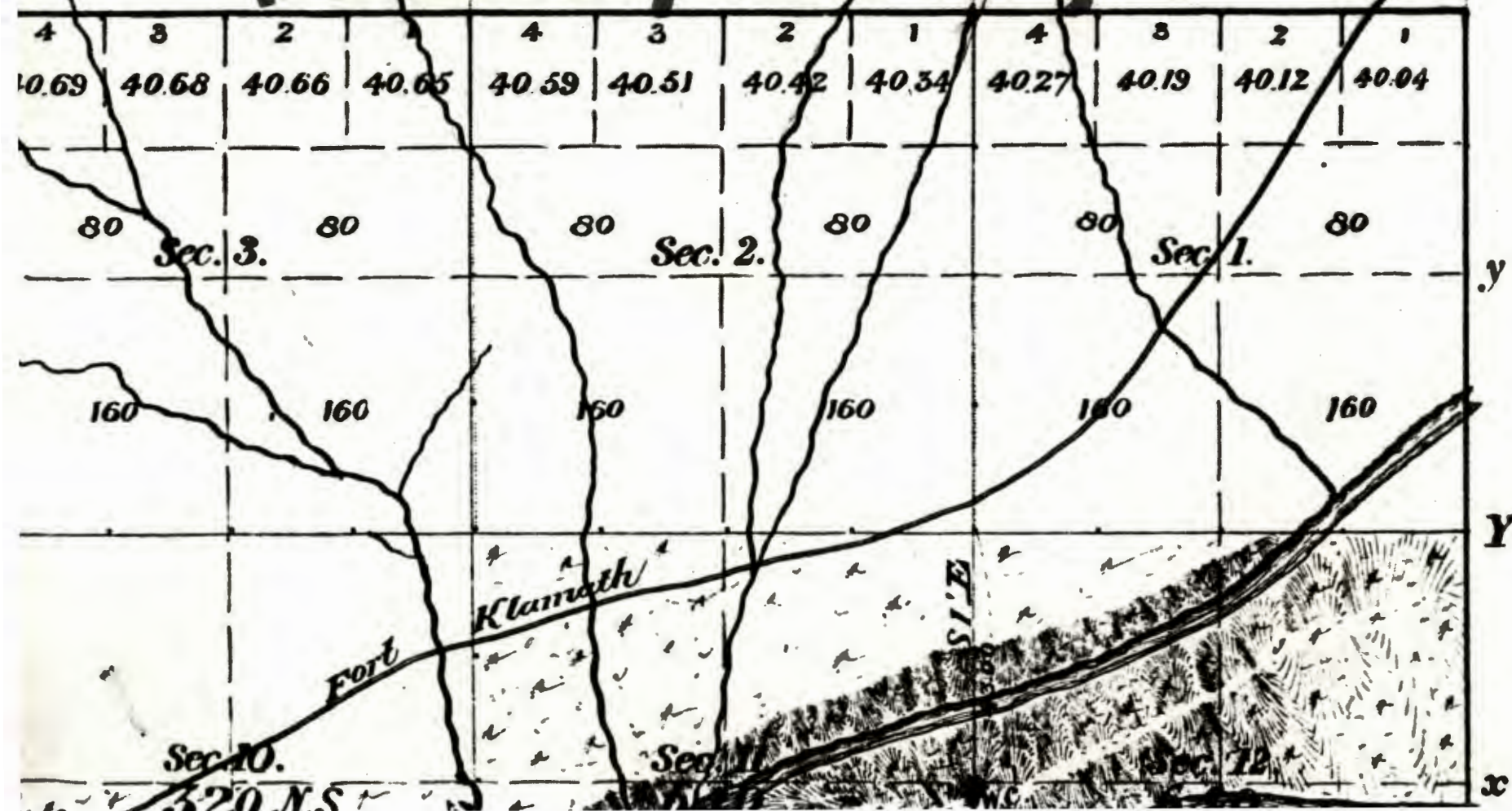
DATE: 5-23-83

NOTE: \_\_\_\_\_



# of the Willamette Meridian Oregon

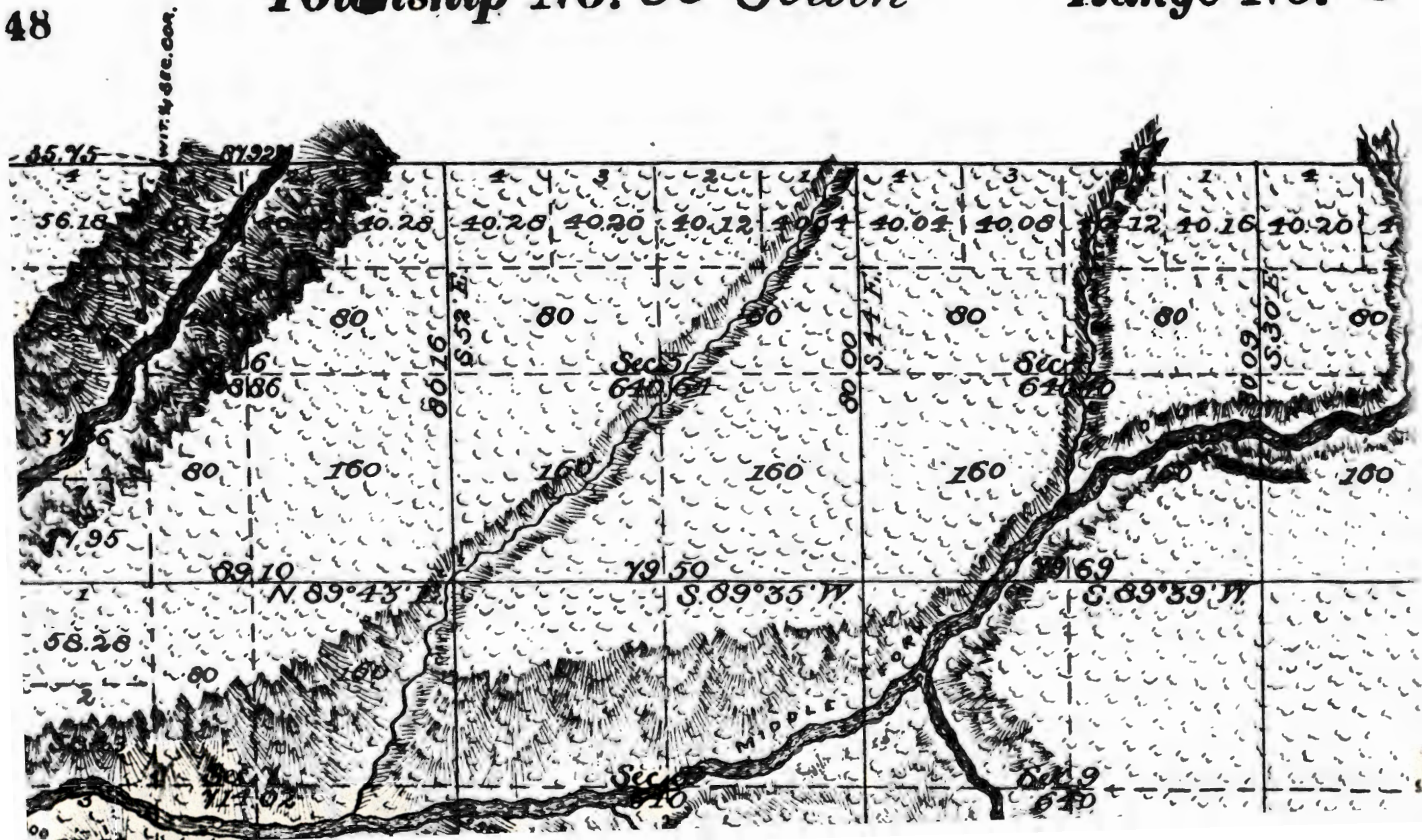
<sup>c</sup>T <sup>C</sup>33S, <sup>b</sup>R <sup>B</sup>2E, <sup>a</sup>W <sup>A</sup>M













IN REPLY  
REFER TO:

# United States Department of the Interior

## BUREAU OF RECLAMATION

Pacific Northwest Region  
1150 North Curtis Road  
Boise, Idaho 83706-1234

PN-3323  
WTR-4.00

NOV 21 1994

RECEIVED

NOV 23 1994

WATER RESOURCES  
SALEM, OREGON

Mr. David L. and Mrs. Robynn E. Stearns  
PO Box 225  
Prospect OR 97536

Subject: Water Service Contract No. 5-07-10-W1012, Lost Creek Project

Dear Mr. and Mrs. Stearns:

Enclosed for your records is a fully executed original of Contract No. 5-07-10-W1012, which provides for an irrigation water supply from Lost Creek Reservoir. This contract replaces Contract No. 1-07-10-W0293, dated July 13, 1981, with Ralph B. Leiby.

We have changed the date the first payment was applied in article 7 to 1994. We have also changed the term of contract in article 12 to 25 years to accord with our maximum term for new or renewed long-term contracts.

Sincerely,

Ryan M. Patterson  
Program Manager  
Lands and Repayment

Enclosure

cc: Oregon Water Resources Department, 158 12th Street NE, Salem OR 97310  
(w/cy of contract) - Reference File No. 62062, Certificate No. 57793  
U.S. Army Corps of Engineers, Attention: CENPP-PE-HR, PO Box 2946,  
Portland OR 97208 (w/cy of contract)  
Watermaster, 101 NW A, Grants Pass OR 97526  
(w/cy of contract)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

RECEIVED  
NOV 23 1994  
WATER RESOURCES DEPT.  
SALEM, OREGON

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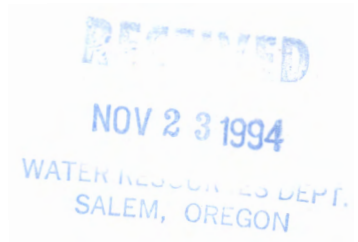


Contract No.5-07-10-W1012

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE



THIS CONTRACT, made this 18th day of November, 19 94, 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 David L. and Robynn E. Stearns, 44345 Highway 62, Prospect, Oregon 97536, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

3. WHEREAS, The United States of America entered into a contract on July 13, 1981, Contract No. 1-07-10-W0293, with Ralph B. Leiby for an irrigation water supply from the Lost Creek Project for lands now owned by the Contractor; and

4. WHEREAS, the Contractor desires to secure an irrigation water supply from the Lost Creek Project for these lands hereinafter described;

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

Termination of Prior Contract

5. Contract No. 1-07-10-W0293, dated July 13, 1981, is being replaced by this contract and is no longer of any force and effect.

Lands for Which Water is Furnished: Limitations on Deliveries

6. The United States shall make available each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Lost Creek Project for the irrigation of land owned by the Contractor described as follows:

22.0 acres, NW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
8.0 acres, SW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
40.0 acres, NE1/4 SE1/4, Section 36, T. 32 S., R. 2 E., W.M.  
39.8 acres, SE1/4 SE1/4, Section 36, T. 32 S., R. 2 E., W.M.  
39.4 acres, NE1/4 NE1/4, Section 1, T. 33 S., R. 2 E., W.M.  
9.7 acres, NW1/4 NE1/4, Section 1, T. 33 S., R. 2 E., W.M.  
1.7 acres, SW1/4 NE1/4, Section 1, T. 33 S., R. 2 E., W.M.  
3.7 acres, SE1/4 NE1/4, Section 1, T. 33 S., R. 2 E., W.M.

Of the land described, not more than 164.3 acres are to be irrigated. The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 50 acre-feet annually, measured at the point of delivery of said water.

### Payments for Water

7. (a) An annual payment of \$250 for the first irrigation season shall be made to the United States on or before April 1, 1994, and subsequent annual payments of \$250 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive 50 acre-feet of stored water, hereinafter referred to as the entitlement, for the irrigation of the lands described above. Payment for the annual charge is nonrefundable regardless of the amount of water actually used.

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

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 16 of this contract.

Contract Preparation Assignment Fee

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

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

Charges for Delinquent Payments

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

### Furnishing of Water

10. (a) Upon payment of the annual charge specified in subarticle 7(a) above, the United States will furnish a maximum of 10 acre-feet of water to the Contractor from the Lost Creek 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:

590 feet south and 100 feet east of the west quarter corner of Section 29, T. 32 S., R. 3 E., 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 Lost Creek 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

11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 6. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Lost Creek 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 Lost Creek Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 6 becomes dependent upon membership in the organization established for that purpose.

#### Term of Contract

12. This contract shall become effective as of the date first above written and will continue in force for 25 years unless sooner terminated in accordance with Articles 11 or 13 or by agreement of the parties hereto.

### Termination of Contract

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

### United States Not Liable for Water Shortages--Adjustments

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

### Disclaimer

15. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right.

Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Lost Creek Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

#### Notices

16. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Supervisor of Water, Power, and Lands, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to David L. and Robynn E. Stearns, PO Box 225, Prospect, Oregon 97536. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

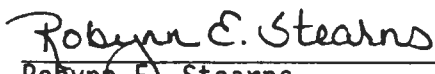
#### General Provisions

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

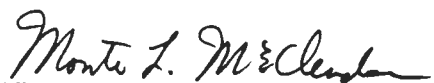
- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION
- i. HAZARDOUS MATERIALS

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

  
\_\_\_\_\_  
David L. Stearns

  
\_\_\_\_\_  
Robynn E. Stearns

UNITED STATES OF AMERICA

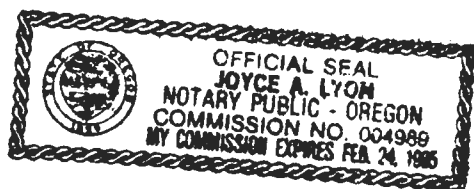
ACTING FOR   
\_\_\_\_\_  
Regional Supervisor of Water,  
Power, and Lands, PN Region  
Bureau of Reclamation  
1150 N. Curtis Road  
Boise ID 83706-1234

STATE OF Oregon )  
 : ss  
County of Jackson )

On this 25th day of May, 1994, before me,  
Joyce A. Lyon, a Notary Public, personally appeared  
David L. Stearns and Robynn E. Stearns, known to me to be  
the persons whose names are subscribed to the within instrument and acknow-  
ledged to me that they 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)



Joyce A. Lyon  
Notary Public in and for the  
State of Oregon  
Residing at: Central Point  
My commission expires: 2-24-95

\* \* \* \* \*

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 18<sup>th</sup> day of November, 1994, personally  
appeared before me Monte McClendon, 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.

(SEAL)

Diana L. Jacobs  
Notary Public in and for the  
State of IDAHO  
Residing at: Boise  
My commission expires: 5-23-2000



GENERAL PROVISIONS--LOST CREEK PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case 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 nondiscrimination 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 discrimination because of 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 said 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 of 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 a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the 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.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

#### HAZARDOUS MATERIALS

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

(1) The Contractor shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, waters or facilities owned by the United States or administered by Reclamation.

(2) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(3) The Contractor may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage, effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(4) The Contractor shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

(5) Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(6) The Contractor agrees to include the provision contained in paragraphs (1) through (5) of this Article in any subcontract or third party contract it may enter into pursuant to this contract.

(7) Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provision of this Article.

March 22, 1993

Larry Parsons  
Bureau of Reclamation  
Box 043-550 West Fort Street  
Boise, ID 83724-0043

Reference: File 62062 - Proposed Water Service Contract  
Lost Creek Reservoir  
David L. and Robynn E. Stearns

Dear Mr. Parsons:

I have reviewed the above referenced proposed water service contract.

Our records indicate that a right does exist which allows for the use of contracted water on the lands as evidenced by Certificate 57793. No additional filing will be required by this office.

I would like to point out there is a scrivener error in describing the range on page 2, paragraph 6. The range for the lands in Sections 36 and 1 should be described as being "2 East".

Thank you for providing us with a copy of the proposed contract and allowing us an opportunity to comment. Please feel free to contact me if you have any questions.

Sincerely,

Steve Brown  
Senior Water Rights Specialist  
Water Rights Division

cc: Mr. and Mrs. Stearns

1036







IN REPLY REFER TO:

PN-440

# 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



MAR 15 1993

RECEIVED

MAR 17 1993

WATER RESOURCES DEPT  
SALEM, OREGON

Mr. David L. and Mrs. Robynn E. Stearns  
PO Box 225  
Prospect OR 97536

Subject: Proposed Water Service Contract, Lost Creek Reservoir  
(Water Service Contract)

Dear Mr. and Mrs. Stearns:

Enclosed for your signatures are two copies of a replacement form of water service contract which, when properly executed, will make irrigation water available from the Lost Creek Reservoir, commencing with the 1993 irrigation season. Execution of the proposed contract would replace Contract No. 1-07-10-W0293, dated July 13, 1981, with Ralph B. Leiby.

If you find the contract acceptable, we ask that you sign both copies, have your signatures notarized, and return both copies of the contract to this office, attention Code 440, along with the 1993 annual payment which is specified in Article 7 of the contract. You have already paid our \$100 fee for preparation of the contract. Upon receipt by this office, the contracts will be executed on behalf of the United States, dated, and assigned a contract number for identification purposes. A signed original and as many conformed copies as you desire will then be returned for your records.

We will also furnish a conformed copy of the contract to the Oregon Department of Water Resources. When provided with this information, that agency will then be in a position to proceed with changing the required permit to divert stored water, if needed.

If you have any questions, please contact Larry Parsons at the above address or telephone (208) 378-5346.

Sincerely,

*May E. Van Den Berg*

Regional Supervisor of  
Water, Power, and Lands

Enclosures

cc: Oregon Water Resources Department, 3850 Portland Road NE., Salem OR 97310  
(w/cy of encl)

50108  
62062

Contract No.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

RECEIVED

MAR 17 1993

WATER RESOURCES DEPT.  
SALEM, OREGON

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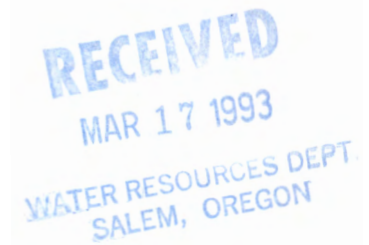
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Contract No.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE



THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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 David L. and Robynn E. Stearns, 44345 Highway 62, Prospect, Oregon 97536, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

Recital 2



3. WHEREAS, The United States of America entered into a contract on July 13, 1981, Contract No. 1-07-10-W0293, with Ralph B. Leiby for an irrigation water supply from the Lost Creek Project for lands now owned by the Contractor; and

4. WHEREAS, the Contractor desires to secure an irrigation water supply from the Lost Creek Project for these lands hereinafter described;

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

Termination of Prior Contract

5. Contract No. 1-07-10-W0293, dated July 13, 1981, is being replaced by this contract and is no longer of any force and effect.

Lands for Which Water is Furnished: Limitations on Deliveries

6. The United States shall make available each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Lost Creek Project for the irrigation of land owned by the Contractor described as follows:

22.0 acres, NW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
8.0 acres, SW1/4 SW1/4, Section 31, T. 32 S., R. 3 E., W.M.  
40.0 acres, NE1/4 SE1/4, Section 36, T. 32 S., R. 3 E., W.M.  
39.8 acres, SE1/4 SE1/4, Section 36, T. 32 S., R. 3 E., W.M.  
39.4 acres, NE1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
9.7 acres, NW1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
1.7 acres, SW1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.  
3.7 acres, SE1/4 NE1/4, Section 1, T. 33 S., R. 3 E., W.M.

Of the land described, not more than 164.3 acres are to be irrigated.

The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 50 acre-feet annually, measured at the point of delivery of said water.

### Payments for Water

7. (a) An annual payment of \$250 for the first irrigation season shall be made to the United States on or before April 1, 1993, and subsequent annual payments of \$250 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive 50 acre-feet of stored water, hereinafter referred to as the entitlement, for the irrigation of the lands described above. Payment for the annual charge is nonrefundable regardless of the amount of water actually used.

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

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

(d) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 16 of this contract.

Contract Preparation Assignment Fee

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

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

Charges for Delinquent Payments

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

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

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

### Furnishing of Water

10. (a) Upon payment of the annual charge specified in subarticle 7(a) above, the United States will furnish a maximum of 10 acre-feet of water to the Contractor from the Lost Creek 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:

590 feet south and 100 feet east of the west quarter corner of Section 29, T. 32 S., R. 3 E., 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 Lost Creek 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

11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 6. The obligation of the United States to deliver water under this contract is subject to an operating plan for the Lost Creek 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 Lost Creek Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 6 becomes dependent upon membership in the organization established for that purpose.

#### Term of Contract

12. This contract shall become effective as of the date first above written and will continue in force for 40 years unless sooner terminated in accordance with Articles 11 or 13 or by agreement of the parties hereto.

### Termination of Contract

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

### United States Not Liable for Water Shortages--Adjustments

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

### Disclaimer

15. No provision of this contract, nor of any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right.

Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Lost Creek Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

#### Notices

16. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Supervisor of Water, Power, and Lands, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to David L. and Robynn E. Stearns, PO Box 225, Prospect, Oregon 97536. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

#### General Provisions

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

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. WATER AND AIR POLLUTION CONTROL
- c. QUALITY OF WATER
- d. EQUAL OPPORTUNITY
- e. COMPLIANCE WITH RECLAMATION LAWS
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. OFFICIALS NOT TO BENEFIT
- h. WATER CONSERVATION



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

\_\_\_\_\_  
David L. Stearns

\_\_\_\_\_  
Robynn E. Stearns

UNITED STATES OF AMERICA

\_\_\_\_\_  
Regional Supervisor of Water,  
Power, and Lands, PN Region  
Bureau of Reclamation  
1150 N. Curtis Road  
Boise ID 83706-1234

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this                      day of                      , 19                      , before me,

\_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_ and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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)

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_

**My commission expires:**

\* \* \* \* \*

STATE OF IDAHO )

County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally

appeared before me \_\_\_\_\_, 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.

(SEAL)

Notary Public in and for the  
State of IDAHO  
Residing at:

**My commission expires:**

GENERAL PROVISIONS--LOST CREEK PROJECT, OREGON

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case 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 nondiscrimination 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 discrimination because of 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 said 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 of 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 a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the 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.

#### COMPLIANCE WITH RECLAMATION LAWS

e. The parties agree that the delivery of irrigation water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293).

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

f. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

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

#### WATER CONSERVATION

h. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop an effective water conservation program acceptable to the Contracting Officer. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. At subsequent 5-year intervals, the Contractor shall submit a report on the results of the program to the Contracting Officer for review. Based on the conclusions of the review, the Contracting Officer and the Contractor shall consult and agree to continue or to revise the existing water conservation program.

62062  
50108

FINAL PROOF CHECK LIST

FILES

- ☒ Plat Cards  
☐ Conflicts?  
☐ Comparisons

17569  
~~12124~~

DRAFTING

- ☒ GLO's (Layout, Lots, DLC's)  
☒ Quads  
☒ Legal Description  
☒ Section Breakdown  
☒ Diversion Point Dimensions  
☒ Acreages  
☒ Township, Range, Section  
☒ Physical Features  
☒ Survey ID Info

FIELD FORM

- ☒ Name, Address, County (County Code)  
☒ Source  
☒ Tributary  
☒ Use  
☒ Priority Date  
☒ POD  
☒ Time Limits, Survey Reg?  
☒ POI  
☒ Q-Calculations  
☒ Rate/Duty

ASSOCIATED RIGHTS

- ☒ Total Q from Div. Point  
☒ Primary Source Used  
☒ Res. Secondary files

Reviewer 240 Date \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

October 20, 1981

Ralph and/or Annabelle Leiby  
44345 Highway 62  
Prospect, Oregon 97536

62062

46021.





## *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)

September 1, 1981

Ralph and/or Annabelle Leiby  
44345 Highway 62  
Prospect, OR 97536

Dear Mr. and Mrs. Leiby:

REFERENCE: File 62062

I have examined your Application 62062 which is for a permit to use 50 acre-feet of stored water from Lost Creek Reservoir for supplemental irrigation of 180 acres.

Items 8 and 9 of your application must be completed.

In checking our records I find that you have never notified this office of complete application of water under Permit 37415. Because this application is supplemental to that permit, any permit resulting from Application 62062 can only be proved up on to the extent that the land was irrigated under the terms of Permit 37415.

I am returning your Application 62062 and map for completion. The application is endorsed so that in order to retain its priority date it must be received in this office on or before November 2, 1981.

Sincerely,

DONALD R. BUELL  
Water Rights Engineer

DRBwpce  
enclosures  
6649A

COPY

378-3066 or  
1-800-452-7813

August 12, 1981

Ralph and/or Annabelle Leiby  
44345 Highway 62  
Prospect, OR 97536

Dear Mr. and Mrs. Leiby:

REFERENCE: File 62062

We have received your application for use of water for supplemental irrigation along with the supporting data and fees. Our Receipt 26171 is enclosed. Your application has been filed and assigned number 62062.

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  
6299A

Leiby

Application No. 62062

Permit No. 46021

Contract No. 1-07-10-W0293

UNITED STATES.  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

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Contract No. 1-07-10-W0293

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Lost Creek Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 13<sup>th</sup> day of July, 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 Ralph B. Leiby,  
44345 Highway 62, Prospect, Oregon 97524,  
(Name)  
(Address)

hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

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

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

Lands for Which Water is Furnished: Limitations on Deliveries

4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Lost Creek Project for the irrigation of land owned by or served by the Contractor described as follows:

22.0 acres, NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 31, T. 32 S., R. 3 E., W.M.  
8.0 acres, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 31, T. 32 S., R. 3 E., W.M.  
40.0 acres, NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 36, T. 32 S., R. 2 E., W.M.  
40.0 acres, SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 36, T. 32 S., R. 2 E., W.M.  
40.0 acres, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 1, T. 33 S., R. 2 E., W.M.  
20.0 acres, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 1, T. 33 S., R. 2 E., W.M.  
2.7 acres, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 1, T. 33 S., R. 2 E., W.M.  
7.3 acres, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 1, T. 33 S., R. 2 E., W.M.

Of the land described, not more than 180 acres are to be irrigated.

The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but in no event shall it exceed a total diversion of 50 acre-feet annually, measured at the point of delivery of said water.

Recital 3  
Article 4



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

### Charge for Late Payments

Articles 5, 6

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 50  
10 acre-feet of water to the Contractor from the Lost Creek Project. No  
11 water shall be furnished if the Contractor is delinquent in payment of the  
12 required annual charge.

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

15  
16 590 feet south and 100 feet east of the west quarter corner of Section 29,  
17 T. 32 S., R. 3 E., W.M.  
18  
19  
20

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

Article 7

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

7 (c) The Contractor and all other entities heretofore or hereafter  
8 contracting with the United States for a right to use water from the Lost Creek  
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  
15 permits to divert water to the lands described in Article 4. Prior to  
16 executing this contract, the Contractor shall secure any easements from the  
17 Corps of Engineers which may be required for constructing facilities to  
18 divert and convey the stored water and provide written verification of such  
19 agreements to the Contracting Officer. The obligation of the United States  
20 to deliver water under this contract is subject to an operating plan for the  
21 Lost Creek Project determined in accordance with the law governing the  
22 project.

23 (b) If, at some future date, the Contracting Officer determines  
24 there is sufficient demand for irrigation water from the Lost Creek Project  
25 to justify the formation of an irrigation district, water supply company, or

1 other water user organization, future water service may then be made contin-  
2 gent upon the establishment of such an organization. Under this condition,  
3 the Contractor will be notified at least one year in advance of the date  
4 this contract is terminated and continued water service to the lands described  
5 in Article 4 becomes dependent upon membership in the organization established  
6 for that purpose.

#### 7 Term of Contract

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

#### 11 Termination of Contract

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

#### 18 United States Not Liable for Water Shortages--Adjustments

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

Articles 9, 10, 11

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Notices

13. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Pacific Northwest Region, Bureau of Reclamation, Box 043, 550 West Fort Street, Boise, Idaho 83724, and on behalf of the United States, when mailed, postage prepaid, or delivered to Ralph B. Leiby, 44345 Highway 62, Prospect, OR 97524. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

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

- Articles 12, 13, 14



1 f. COMPLIANCE WITH RULES AND REGULATIONS

2 g. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

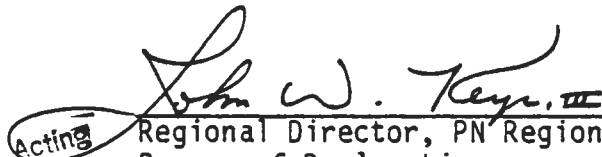
3 h. OFFICIALS NOT TO BENEFIT

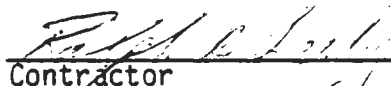
4 i. TITLE VI, CIVIL RIGHTS ACT OF 1964

5 j. WATER CONSERVATION PROGRAM

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

8 UNITED STATES OF AMERICA

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

  
Contractor

STATE OF OREGON     )  
                              : ss  
County of JACKSON)

On this 13<sup>TH</sup> day of JULY, 1981, personally appeared  
before me JOHN W. KEYS, JR., to me known to be the official of the  
United States of America that executed the within and foregoing instrument  
and acknowledged said instrument to be the free and voluntary act and deed  
of said United States, for the uses and purposes therein mentioned, and on  
oath stated that he was authorized to execute said instrument.

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

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

(SEAL)

My commission expires: Nov. 3, 1984

\*\*\*\*\*

STATE OF OREGON     )  
                              : ss  
County of JACKSON)

On this 13<sup>TH</sup> day of JULY, 1981, before me,  
David C. Hendrix, a Notary Public, personally appeared  
RALPH B. LEIBY, known to me to be the person whose  
name is subscribed to the within instrument and acknowledged to me that HE  
executed the same.

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

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

(SEAL)

My commission expires: Nov. 3, 1984

GENERAL PROVISIONS--LOST CREEK 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.





# United States Department of the Interior

BUREAU OF RECLAMATION  
~~WATER AND POWER RESOURCES SERVICE~~  
PACIFIC NORTHWEST REGION  
FEDERAL BUILDING & U.S. COURTHOUSE  
BOX 049-550 WEST FORT STREET  
BOISE, IDAHO 83724

62062

IN REPLY  
REFER TO PN 440  
840.

SEP 8 1991

Mr. Ralph B. Leiby  
44345 Highway 62  
Prospect, Oregon 97536

Dear Mr. Leiby:

You recently executed Contract No. 1-07-10-W0293 which provides you a supplemental irrigation water supply from Lost Creek Reservoir.

Under the terms of your contract, supplemental water is provided to you each year during the irrigation season from April 1 to September 30. When we originally drafted the contract, it was our understanding that the irrigation season ran through September 30. Since that time, it has come to our attention that the irrigation season extends to October 31. Therefore, by this letter we are extending the contract water year to October 31.

Article 4, page 2, line 9 of Contract No. 1-07-10-W0293, is hereby amended to read as follows:

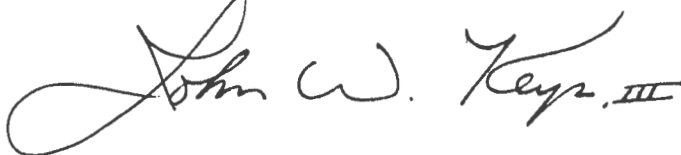
"... during the irrigation season from April 1 to October 31, inclusive, water . . . ."

If you concur with this change, please sign in the space provided below and return this letter to this office. Enclosed for your records is a duplicate copy of this letter. Please attach it to your copy of the contract. At the time we receive your concurrence, we will forward a copy of this letter to the Oregon State Water Resources Department for their records.



If you should have any questions, please feel free to contact this office.

Sincerely yours,



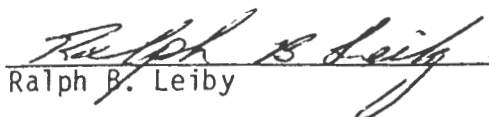
Acting

Regional Director

In duplicate

Enclosure

Concur:

  
Ralph B. Leiby

9-12-81  
Date



*Raft + Annebelle*

Application No. 62062  
Permit No.

RECEIVED

AUG 31 1981

WATER RESOURCES DEPT  
SALEM, OREGON

Tract A (34.3 Acres  $\pm$ )

Beginning at the quarter corner between Section 31, in Township 32 South, Range 3 East and Section 36 in Township 32 South, Range 2 East of the Willamette Meridian, Jackson County, Oregon, thence East 800.0 feet; thence South 1866.7 feet; thence North  $89^{\circ}10'$  West 500.0 feet to a point on the west line of said Section 31; thence North 1855.1 feet along said west line to the point of beginning.

Tract B (80.0 Acres  $\pm$ )

The East Half of the Southeast Quarter of Section 36, Township 32 South, Range 2 East of the Willamette Meridian, Jackson County, Oregon.

Tract C (50.7 Acres  $\pm$ )

Commencing at a  $3/4$ " iron plug in the physical center of Crater Lake Highway which bears South 1697.09 feet and West 402.58 feet from the northeast corner of Section 1, Township 33 South, Range 2 East of the Willamette Meridian, Jackson County, Oregon; thence North  $53^{\circ}55'30''$  West 75.43 feet to the point of intersection with the northwesterly line of said highway and the westerly line of private road described in Instrument No. 79-14752 of Official Records, Jackson County, Oregon, for the true point of beginning; thence along the arc of a 115.00 foot radius non-tangent curve concave to the Southwest 73.48 feet (the long chord of which bears North  $21^{\circ}48'37\frac{1}{2}''$  West 72.235 feet) along said line; thence continue along said line as follows: North  $3^{\circ}30'20''$  West 27.65 feet; thence along the arc of a 305.00 foot radius curve to the left 116.155 feet (the long chord of which bears North  $14^{\circ}24'57\frac{1}{2}''$  West 115.455 feet); thence North  $25^{\circ}19'35''$  West 93.285 feet; thence along the arc of a 310.00 foot radius curve to the left 136.35 feet (the long chord of which bears North  $37^{\circ}55'37\frac{1}{2}''$  West 135.255 feet); thence North  $50^{\circ}31'40''$  West 573.50 feet; thence along the arc of a 135.00 foot radius curve to the left 81.025 feet (the long chord of which bears North  $67^{\circ}43'20''$  West 79.515 feet); thence North  $84^{\circ}53'00''$  West 73.955 feet; thence along the arc of a 100.00 foot radius curve to the left 94.975 feet (the long chord of which bears South  $78^{\circ}04'40''$  West 97.59 feet); thence South  $61^{\circ}04'20''$  West 106.915 feet; thence along the arc of a 370.00 foot radius curve to the left 92.355 feet (the long chord of which bears South  $53^{\circ}55'12\frac{1}{2}''$  West 92.095 feet); thence South  $46^{\circ}46'25''$  West 35.5 feet; thence along the arc of a 4025.00 foot radius curve to the right 175.195 feet (the long chord of which bears South  $48^{\circ}01'14''$  West 175.18 feet); thence leave said road line and run North  $37^{\circ}26'30''$  West 11.45 feet to a  $5/8$ " iron pin; thence continue North  $37^{\circ}26'30''$  West 100.52 feet to a  $5/8$ " iron pin; thence North  $54^{\circ}20'03''$  East 110.77 feet to a  $5/8$ " iron pin; thence South  $82^{\circ}00'45''$  West 64.58 feet to a  $5/8$ " iron pin; thence South  $54^{\circ}20'03''$  West 49.31 feet to a  $5/8$ " iron pin; thence North  $12^{\circ}31'04''$  West 43.35 feet to a  $5/8$ " iron pin; thence South  $81^{\circ}34'36''$  West 244.07 feet to a 1" iron pipe found for the most southerly southeast corner of tract described in Volume 373 at page 177 of Deed Records, Jackson County, Oregon; thence along the east line of said tract as follows: North  $0^{\circ}30'$  East 721.0 feet; thence North  $60^{\circ}$  East 55.0 feet; thence North  $0^{\circ}30'$  East 100.12 feet, more or less, (Record = 200.0 feet) to the north line of Section 1, said Township and Range; thence North  $80^{\circ}53'05''$  East 1912.00 feet, more or less, to the northeast corner of said Section 1; thence South  $0^{\circ}11'50''$  East 1108.79 feet along the east line of Section 1 to a point of intersection with the northwesterly line of Crater Lake Highway; thence South  $40^{\circ}48'53''$  West 718.655 feet along said line to the true point of beginning.

Tract D (47.9 Acres  $\pm$ )

Commencing at a 1" iron pipe set for the center quarter corner of Section 1, Township 33 South, Range 2 East of the Willamette Meridian, Jackson County, Oregon; thence North  $0^{\circ}00'04''$  East 316.77 feet; thence West 27.405 feet to a  $5/8$ " iron pin for the true point of beginning; thence continue West 168.34 feet; thence South  $1^{\circ}34'04''$  West 1075.00 feet; thence South  $45^{\circ}$  East 420.54 feet to a point which bears West of the northwest corner of tract described in Instrument No. 78-01257 of Official Records, Jackson County, Oregon; thence East 530.25 feet, more or less, to said northwest corner; thence along the west line of said tract and parallel with the east line of the Northeast Quarter of the Southwest Quarter of said Section 1 South  $0^{\circ}00'04''$  West 270.34 feet to a point of intersection with the south line of



*Ralph L. Leiby*

said quarter-quarter; thence South  $89^{\circ}57'04''$  West 1193.17 feet along said line to the southwest corner of said quarter-quarter; thence North  $1^{\circ}34'04''$  East 1325.61 feet along the west line of said quarter-quarter to the northwest corner thereof; thence North 1325.79 feet, more or less, along the west line of the Southeast Quarter of the Northwest Quarter of said Section 1 to the northwest corner thereof; thence East 1227.52 feet, more or less, along the north line of said quarter-quarter to a point North of the true point of beginning; thence South 1007.58 feet, more or less, to the true point of beginning.

Tract E (5.001 Acres  $\pm$ ) Parcel 3 of Major Partition

Commencing at a 1" iron pipe found for the southeast corner of tract described in Volume 373 at page 177 of Deed Records, Jackson County, Oregon, which bears South 992.95 feet and West 1975.82 feet from the northeast corner of Section 1, Township 33 South, Range 2 East of the Willamette Meridian, Jackson County, Oregon, thence South  $1^{\circ}52'56''$  West 324.685 feet to a  $5/8$ " iron pin; thence South  $1^{\circ}01'35''$  East 53.50 feet to a  $5/8$ " iron pin; thence South  $11^{\circ}04'10''$  West 239.855 feet to a  $5/8$ " iron pin; thence West 98.17 feet to a  $5/8$ " iron pin for the true point of beginning; thence continue West 525.755 feet to a  $5/8$ " iron pin; thence South 681.825 feet to a  $5/8$ " iron pin; thence East 76.035 feet to a  $5/8$ " iron pin; thence North  $60^{\circ}35'$  East 238.89 feet to a  $5/8$ " iron pin; thence North  $9^{\circ}58'15''$  East 454.485 feet to a  $5/8$ " iron pin; thence North  $54^{\circ}20'45''$  East 200.515 feet to the true point of beginning.

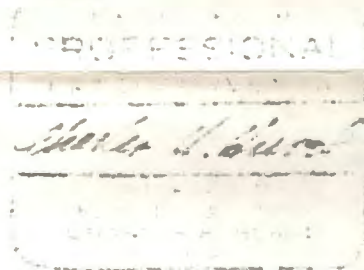
Ralph L. Leiby, Sr.

Consolidation of portions of tracts described  
in Instrument No. 75-03854 of Official Records,  
Jackson County, Oregon.

Application No. 62062  
Permit No.

Ralph B. Leiby, Jr.  
44345 Highway 62  
Trospect, Oregon 97536

560-3723



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AUG 31 1981

WATER RESOURCES DEPT  
SALEM, OREGON

Application No. 50108  
Permit No. 37415