



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

Application for Limited Water Use License

License No.: LL-2027

Applicant Information

NAME CALVIN G. SCHMIDT & JUDY A. SCHMIDT, TRUSTEES OF THE CALVIN G. SCHMIDT TRUST DATED MARCH 5, 2010 & THE JUDY A. SCHMIDT TRUST DATED MARCH 5, 2010			PHONE (HM)	
PHONE (WK)	CELL 541-659-2711		FAX	
ADDRESS 242 MISSOURI FLAT RD				
CITY GRANTS PASS	STATE OR	ZIP 97527	E-MAIL * CALS@SFVINEYARDS.COM	

Agent Information

AGENT / BUSINESS NAME BRYCE M. WITHERS / WATER RIGHT SERVICES, LLC			PHONE 541-389-2837	
ADDRESS PO BOX 1830			CELL	
CITY BEND	STATE OR	ZIP 97709	E-MAIL * BRYCEWRS@GMAIL.COM	

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

1. **SOURCE(S) OF WATER:** APPLEGATE LAKE a tributary of ROGUE RIVER

2. **AMOUNT OF WATER TO BE DIVERTED;**

Maximum and instantaneous rate (cubic feet or gallons per minute): 0.12 cfs

Total volume (gallons or acre-feet): 9.2 AF/YR If water is to be used from more than one source, give the quantity from each: N/A

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

- ☐ Road construction or maintenance
☐ General Construction
☐ Forestland and rangeland management; or
☒ Other: IRRIGATION

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4. **If the intended use of the water is for irrigation, one of the following must apply: (check one of the following:**

☐ Irrigation if the sole purpose of the use is to provide water necessary to establish a crop for which no further irrigation will be required after the crop is established. ORS 537.143 (6)(a).

☒ Irrigation if the use of water under the limited license is for the use of stored water consistent with the purposes for which the stored water is authorized and the use of water is authorized by a contract between the user and a local, state or federal government. ORS 537.143 (9).

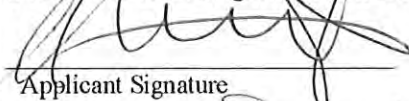
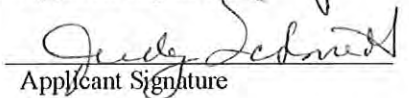
5. **DESCRIPTION OF PROPOSED PROJECT:** Include a description of the place of use as shown on the accompanying site map, the method of water diversion, the type of equipment to be used (including pump HP, is applicable), length and dimension of supply ditches and pipelines: (see attached)

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

Date water use will begin: **ASAP**

Date water use will be completed: **WITHIN 1 YEAR OF ISSUANCE BECAUSE SOURCE IS STORED WATER, WE WILL RE-APPLY IF SURFACE WATER PERMIT IS NOT ISSUED PRIOR TO EXPIRATION**

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

 Applicant Signature	<u>Calvin Schmidt</u> Print Name and Title if applicable.	<u>4/15/26</u> Date
 Applicant Signature	<u>Judy Schmidt</u> Print Name and Title if applicable.	<u>4/15/26</u> Date

PLEASE READ CAREFULLY

NOTE: A completed water availability statement from the local watermaster, Land Use Information Form completed by the local Planning Department, fees and site map meeting the requirements of OAR 690-340-030 must accompany this request. The fee for this request is \$280 for the first point of diversion plus \$30 for each additional point of diversion. Please review the Department's fee schedule to view fees required to request a limited license for Aquifer Storage and Recovery testing purposes or for Artificial Groundwater Recharge testing purposes.

Failure to provide any of the required information will result in return of your application. The license, if granted, will not be issued or replaced by a new license for a period of more than five consecutive years. The license, if granted, will be subordinate to all other authorized uses that rely upon the same source, or water affected by the source, and may be revoked at any time it is determined the use causes injury to any other water right or minimum perennial streamflow.

If water source is well, well logs or adequate information for the Department to determine aquifer, well depth, well seal and open interval, etc. are required. The licensee shall indicate the intended aquifer. If for multiple wells, each map location shall be clearly tied to a well log.

If a limited license is approved, the licensee shall give notice to the Department (Watermaster) at least 15 days in advance of using the water under the Limited License and shall maintain a record of use. The record of use shall include, but need not be limited to, an estimate of the amount of water used, the period of use and the categories of beneficial use to which the water is applied. During the period of the Limited License, the record of use shall be available for review by the Department upon request.

Mapping Requirements (OAR 690-340-0030):

(1) A request for a limited license shall be submitted on a form provided by the Water Resources Department, and shall be accompanied by the following:

- a. A site map of reproducible quality, drawn to a standard, even scale of not less than 2 inches = 1 mile, showing:
 - i. The locations of all proposed points of diversion referenced by coordinates or by bearing and distance to the nearest established or projected public land survey corner;
 - ii. The general course of the source for the proposed use, if applicable;
 - iii. Other topographical features such as roads, streams, railroads, etc., which may be helpful in locating the diversion points in the field.

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

Date water use will begin: ASAP

Date water use will be completed: WITHIN 1 YEAR OF ISSUANCE BECAUSE SOURCE IS STORED WATER, WE WILL RE-APPLY IF SURFACE WATER PERMIT IS NOT ISSUED PRIOR TO EXPIRATION

Months of the year when water would be diverted: 4/1-10/31

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

Applicant Signature

Print Name and Title if applicable.

Date

Applicant Signature

Print Name and Title if applicable.

Date

PLEASE READ CAREFULLY

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 - ii. The general course of the source for the proposed use, if applicable;
 - iii. Other topographical features such as roads, streams, railroads, etc., which may be helpful in locating the diversion points in the field.

**Application for Limited Water Use License
Attachment**

4. Description of Proposed Project: This application requests a limited license to provide water for irrigation, to be used temporarily pending issuance of a permit for the recently submitted Surface Water Application (application number t.b.d). The place of use and delivery system is depicted on the attached map, and is comprised of a drip irrigated vineyard and a small pasture area irrigated by a sprinkler system. Stored Water will be released from Applegate Reservoir and flow by gravity through the Applegate River, then by gravity through the Northside Ditch System, a 25 HP pump and pipeline will deliver water to a bulge-pond, where a 15 HP pump will deliver water through a pipeline to drip irrigation system and sprinklers at a vineyard and pasture area. The combined length of the pipeline is approximately 4,200 feet. The system will be metered. A contract for the delivery of the stored water to be used has been obtained with Bureau of Reclamation, Contract No. 259E102283.

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Oregon Water Resources Department
Apply for a Limited License

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Today's Date: Wednesday, April 1, 2026

☒ **Base Application** ☐ **Aquifer Storage and Recovery** ☐ **Artificial Groundwater Recharge**

Base Application Fee.		\$280.00
Proposed number of Surface Water diversions.	1	
Subtotal:		\$280.00
	Recalculate	
Estimated cost of Limited License Application		\$280.00

Disclaimer: This Web-based fee calculator is provided by the Oregon Water Resources Department for the convenience of applicants. Considerable effort has been expended to ensure it's accuracy, however by proceeding users acknowledge that application fees are set by Oregon Revised Statutes, and that the Department reserves the right to correct any error in calculated fees during processing of an application.

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This page to be completed by the local Watermaster.

WATER AVAILABILITY STATEMENT

Name of Applicant: Calvin & Judy Schmidt Limited License Number: LL-2027

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

☐ Yes ☒ No

If yes, please explain:

Bureau of Reclamation contract. Source is stored water in Applegate Reservoir.

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

☒ Yes ☐ No

3. Do you observe this stream system during regular fieldwork?

☒ Yes ☐ No

If yes, what are your observations for the stream?

Adequate water for Bureau of Reclamation contracts.

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

☐ Yes ☐ No ☒ N/A

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

Measuring device.

5. Any other recommendations you would like to make?

Signature WM District #: 14 Date: 3/31/2026

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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Land Use Information Form

Applicant(s): CALVIN G. SCHMIDT & JUDY A. SCHMIDT

Mailing Address: 242 MISSOURI FLAT RD

City: GRANTS PASS

State: OR

Zip Code: 97527

Daytime Phone: 541-389-2837

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
<u>37S</u>	<u>5W</u>	<u>25</u>	<u>SWSE</u>	<u>1607</u> (37052500001607)	<u>FR</u>	☐ Diverted ☒ Conveyed ☒ Used	<u>IRRIGATION</u>
<u>37S</u>	<u>5W</u>	<u>36</u>		<u>601</u> (37053600000601)	<u>EF</u>	☐ Diverted ☒ Conveyed ☐ Used	<u>WATER PUMP & PIPELINE</u>
<u>37S</u>	<u>5W</u>	<u>36</u>		<u>903</u> (37053600000903)	<u>EF</u>	☐ Diverted ☒ Conveyed ☐ Used	<u>WATER PIPELINE</u>
<u>37S</u>	<u>5W</u>	<u>36</u>		<u>900</u> (37053600000900)	<u>EF</u>	☒ Diverted ☒ Conveyed ☐ Used	<u>WATER PUMP & PIPELINE</u>

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

JOSEPHINE COUNTY.

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- ☒ Permit to Use or Store Water ☐ Water Right Transfer ☐ Permit Amendment or Ground Water Registration Modification
☒ Limited Water Use License ☐ Allocation of Conserved Water ☐ Exchange of Water

Source of water: ☒ Reservoir/Pond ☐ Ground Water ☐ Surface Water (name)

Estimated quantity of water needed: 9.2 ☐ cubic feet per second ☐ gallons per minute ☒ acre-feet

Intended use of water: ☒ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
☐ Municipal ☐ Quasi-Municipal ☐ Instream ☐ Other _____

Briefly describe:

APPLICATIONS TO USE STORED WATER VIA THE NORTHSIDE DITCH SYSTEM ON THE APPEGATE RIVER FOR IRRIGATION.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department. See bottom of Page 3. →

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): **19.64.020.A AGRICULTURE, FARMING, AND FARM USE - OUTRIGHT PERMITTED USE.**
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

APPLICANT MUST OBTAIN ANY NECESSARY PERMITS FROM THE DEPARTMENT OF STATE LANDS FOR WORK WITHIN IDENTIFIED WETLANDS.

Name: TERRI WOODRUFF Title: ASSISTANT PLANNER
 Signature: [Signature] Phone: 541-474-5433 Date: 8.13.2025
 Government Entity: JOSEPHINE COUNTY PLANNING

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____



United States Department of the Interior

BUREAU OF RECLAMATION
1150 North Curtis Road
Boise, ID 83706-1234



IN REPLY REFER TO:

CPN-6323
2.2.4.21

MAR 11 2026

Mr. Calvin and Mrs. Judy Schmidt, Trustees
Schmidt Living Trust
242 Missouri Flat Road
Grants Pass, OR 97527

Subject: Water Service Contract No. 259E102283 Applegate Reservoir, Rogue River Basin,
Oregon

Dear Mr. and Mrs. Schmidt:

Enclosed for your records is a fully executed original of Contract No. 259E102283 which provides water for irrigation use beginning with the 2026 irrigation season. If you have questions, please contact Ms. Joy Kelley, Repayment Specialist, at the above address, at (986) 999-8984 or jkelly@usbr.gov; or me at (208) 378-5306 or emcgarry@usbr.gov. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Sincerely,

E. Gail McGarry
Program Manager
Reclamation Law Administration

Enclosure

cc: U.S. Army Corps of Engineers
Kathryn.L.Warner@usace.army.mil
(w/encl)

Oregon Water Resources Department
WRD_DL_Watermaster_district_13@water.oregon.gov
(w/encl)

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INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

* PARTIAL

LL-2027

Contract No. 259E102283

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
FROM APPLEGATE RESERVOIR
BETWEEN THE UNITED STATES
AND
SCHMIDT LIVING TRUST

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
FROM APPLGATE RESERVOIR
BETWEEN THE UNITED STATES
AND
SCHMIDT LIVING TRUST

THIS CONTRACT is 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 Schmidt Living Trust, ("Contractor");

WITNESSETH, THAT:

EXPLANATORY RECITALS

1. The United States, through the Army Corps of Engineers, has constructed and operates Applegate and Lost Creek Reservoirs in the Rogue River Basin, Oregon, hereinafter known as the Rogue River Basin Project from which there is a flow of water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, has been appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws.

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2. Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, CPN-RO-CEC-2026-004, approved on October 28, 2025.

3. The Contractor owns land hereinafter described for which a water supply from Applegate Reservoir is desired to be secured from the United States.

NOW, THEREFORE, Reclamation and the Contractor agree as follows:

DEFINITIONS

4. The following terms wherever used in this contract shall have the following respective meanings:

“Irrigation Use” means the use of contract water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

“Municipal and Industrial Use” means the use of contract water for municipal, industrial, and miscellaneous other purposes not falling under the definition of “irrigation use” above or within another category of water use under an applicable Federal authority.

LANDS FOR WHICH WATER IS RELEASED

5. The United States shall release each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Rogue River Basin Project for the irrigation of land owned by the Contractor, found in the map attached as Exhibit B, which is described as follows:

9.2 acres, SW¼ SE¼, Section 25, T.37S., R.5W., Willamette Meridian

LIMITATIONS ON RELEASES

6. Of the land described, not more than 9.2 acres are to be irrigated. In accordance with good usage and irrigation practices, an annual maximum diversion of 9.2 acre-feet of stored water,

measured at the point of diversion, may be beneficially applied to the land described above. The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project, determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA). If it is determined through development of the operating plan that irrigation water in the basin, or any part of the basin, needs to be reduced, temporarily or longer, any available water will be prorated equally between the Contractor and existing and future contractors in the impacted area.

PAYMENTS FOR WATER

7. (a) An annual payment of \$73.60 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$73.60 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to divert up to a maximum of 9.2 acre-feet of stored water for irrigation of the lands described in Article 5 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually diverted, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year by the Contracting Officer: Provided, that for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by **December 1** of that year.

(b) The annual charge set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual charge shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 5 of this contract or

\$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Rogue River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

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

CONTRACT ADMINISTRATION FEE

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

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

CHARGES FOR DELINQUENT PAYMENTS

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

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

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

RELEASE OF WATER

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

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

4,000 feet south and 80 feet east of the northwest
corner of Section 6, T. 38S., R. 4W., Willamette Meridian

The Contractor shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the appropriate State-appointed watermaster. The water to be diverted hereunder shall be measured by means of measuring or controlling devices

satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or the watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

(c) The Contractor shall maintain all fish screens used to divert stored water under this contract at all times in compliance with applicable guidelines from the Oregon Department of Fish & Wildlife and the National Marine Fisheries Service and remain available at all times for inspection by representatives of these agencies at no cost to the United States.

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

SPECIAL CONDITIONS

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

(b) If, at some future date, the Contracting Officer determines there is sufficient demand for irrigation water from the Rogue River Basin Project to justify the formation of an

irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 5 becomes dependent upon membership in the organization established for that purpose.

(c) In the interest of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years, this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract may be modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or other valuable natural resources. Any modification by the Contracting Officer shall be announced by written notice to the Contractor.

TERM OF CONTRACT

12. This contract shall become effective upon the date of signature of the last signatory party herein, and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 11 or 13 or by agreement of the parties hereto:

Provided; that upon expiration of this contract, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

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

order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

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

If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

TITLE TO PROJECT WORKS

15. Title to all of the Rogue River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

DISCLAIMER

16. No provision of this contract, nor of any renewal thereof, nor the release 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 Rogue River Basin 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 for whom water is released.

NOTICES

17. 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 Program Manager, Reclamation Law Administration, Columbia-Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Schmidt Living Trust, 422 Missouri Flat Road, Grants Pass, OR 97527 (mailing address: 242 Missouri Flat Road, Grants Pass, OR 97527). 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

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

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

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

SCHMIDT LIVING TRUST

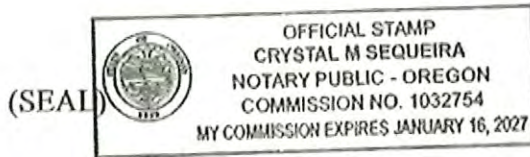
By: [Signature] 2/5/26
Calvin G. Schmidt, Trustee Date 2/22/26

By: [Signature] 2/6/26
Judy A. Schmidt, Trustee Date 1/27/26

STATE OF Oregon County of Josephine

On this 5 day of February, 2026, personally appeared before me, Calvin G. Schmidt and Judy A. Schmidt, known to me to be the trustees of **Schmidt Living Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said trustees for the uses and purposes therein mentioned, and on oath stated that they are the trustees of **Schmidt Living Trust** that is the owner of the property for which a water supply is to be provided under Contract No. 259E102283 and that they are authorized to execute said instrument on its behalf.

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



[Signature]
Notary Public in and for the
State of Oregon
Residing at: Josephine CO
My commission expires: January 16, 2027

UNITED STATES OF AMERICA

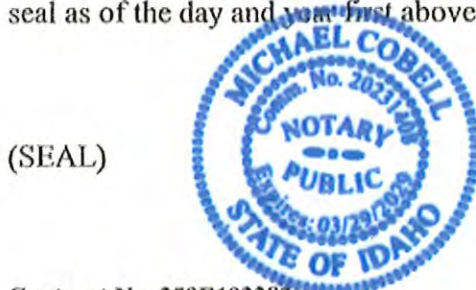
By: E. Gail McGarry
E. Gail McGarry, Program Manager
Reclamation Law Administration
Columbia-Pacific Northwest Region

March 11, 2026
Date

STATE OF IDAHO County of Ada

On this 11 day of March, 2026, personally appeared before me E. Gail McGarry, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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



[Signature]
Notary Public in and for the
State of IDAHO
Residing at: 1150 N. Curtis Rd, Boise ID
My commission expires: 03/29/2029

Contract No. 259E102283

Received
APR 20 2026

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OWRD

44-2027

GENERAL PROVISIONS --- ROGUE RIVER BASIN PROJECTGENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

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

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

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

BOOKS, RECORDS, AND REPORTS

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

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

(f). The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

PROTECTION OF WATER AND AIR QUALITY

(g). (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided, That* the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

(h). 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 advancements 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency 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.

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

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of 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 Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 Executive Order No. 11246 of September 24, 1965, 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 CIVIL RIGHTS LAWS AND REGULATIONS

(i). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes prohibit any person in the United States from being excluded from participation in, be denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial

assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(j). (1) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR § 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Department of the Interior Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 CFR §§ 2.61 and 2.64 and amendment requests pursuant to 43 CFR § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR § 2.64 and each request for amendment of records filed under 43 CFR § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

MEDIUM FOR TRANSMITTING PAYMENTS

(k). (1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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

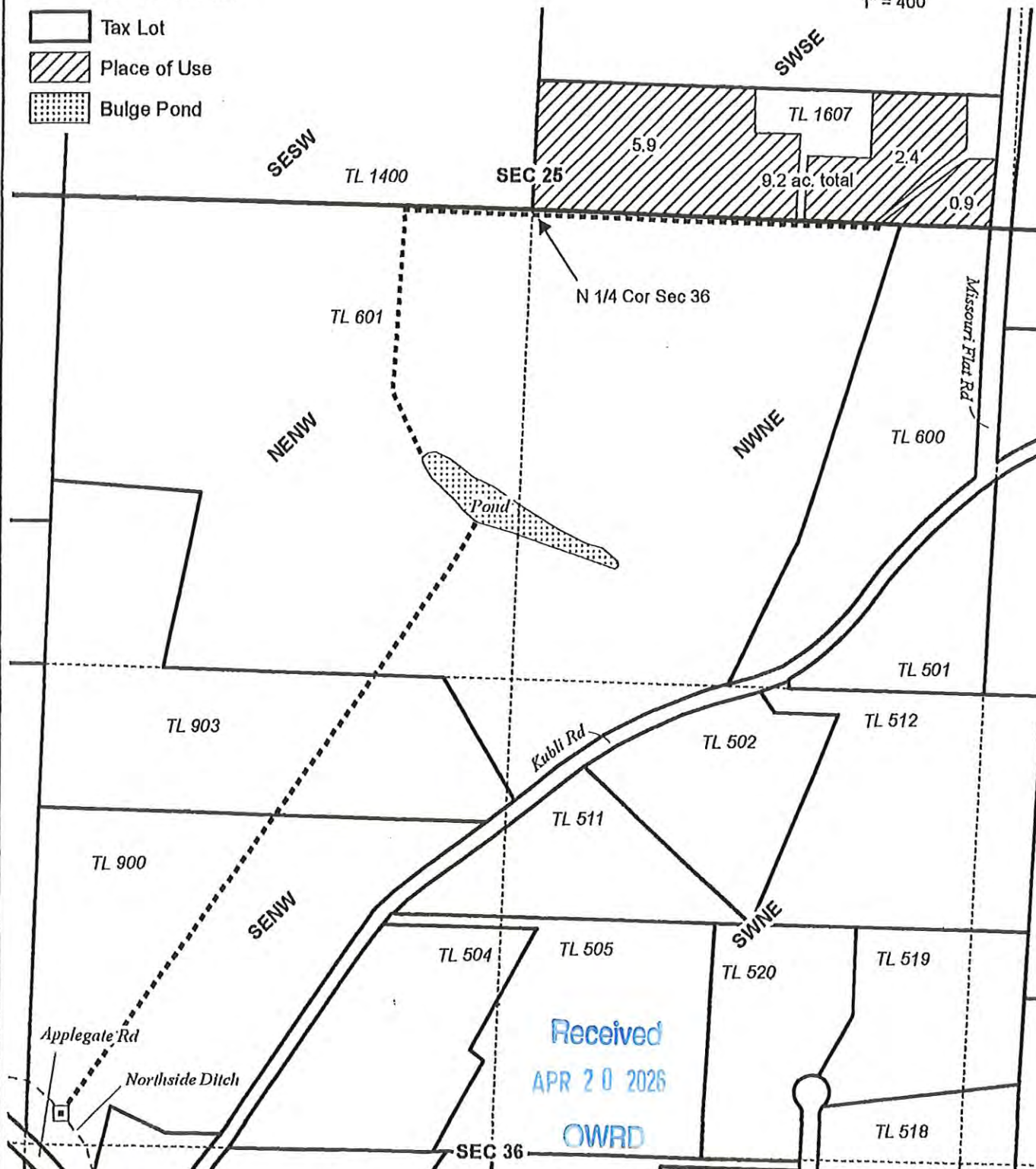
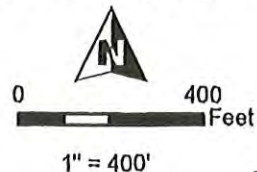
CONTRACT DRAFTING CONSIDERATIONS

(l). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 17 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

CHANGES IN CONTRACTOR'S ORGANIZATION

(m). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

**T37S R5W, WM,
JOSEPHINE COUNTY, OR**



WATER RIGHT SERVICES, LLC
PO BOX 1830, BEND, OR 97709
WWW.OREGONWATER.US CCB # 197121
johnshort@usa.com 541-389-2837

HL-2027



Affidavit of Voluntary Cancellation or Diminution of a Water Right Certificate

VOLUNTARY CANCELLATION is how the legal holder(s) of a water right certificate may cancel an abandoned water right or an abandoned portion of a water right. Abandonment means water use has or will have ceased under the cancellation. A cancellation can apply to an entire certificate or to a specific place of use and acreage. The rate of water must be proportionately cancelled to match the portion of the right being cancelled. If a certificate is partially cancelled, a remaining water right certificate will be issued describing the uncanceled portion.

[see also Oregon Revised Statute (ORS) 540.621 and Administrative Rule (OAR) 690-017-0100.]

VOLUNTARY DIMINUTION is how the legal holder(s) of a water right certificate may diminish an entire water right or a portion of it from a primary purpose to a supplemental purpose. The overall authorized rate of water on the certificate will remain the same, but the proportions between primary use and supplemental use will change. In the diminution process, the originating water right will be cancelled, and a new water right will be issued describing the diminution. [see also Oregon Administrative Rule (OAR) 690-330-0040.]

Describe in your own words what you want to accomplish with this affidavit: We are applying concurrently for a Surface Water Application and Limited License to irrigate a vineyard and pasture area on our property using a more reliable source, being stored BOR water from Applegate Reservoir. A portion of the proposed place of use overlaps with C-8059. Upon issuance of a Limited License or Surface Water Permit, whichever comes earlier, we would like to diminish the overlapping place of use under C-8059 to Supplemental Irrigation so that once issued, the Applegate Reservoir sourced water right(s) will be Primary Irrigation.

Certificate of Water Right Information:

Certificate Number: 8059

Issued for use within the State of Oregon, County of Josephine.

Issued in the name of: Bert York.

Date of priority: March 8, 1922

Rate or Volume on entire certificate: 0.31 cfs (cubic foot per second *or* gallons per minute *or* acre-feet).

Source(s) of water on certificate: Caris Creek.

Use(s) of water listed on certificate: Irrigation (purposes),

If for irrigation (IR), total number of acres on certificate for primary IR 25.0, supplemental IR ____.

Statements of Oath:

We (or authorized agent), Calvin G. Schmidt & Judy A. Schmidt, trustees of the Calvin G. Schmidt Trust dated March 5, 2010 & the Judy A. Schmidt Trust dated March 5, 2010,

residing at 422 Missouri Flat Rd. Grants Pass, OR 97527,

with a mailing address of (if different) same,

and a telephone number of 541-659-2711, being first duly sworn depose and say:

Received
APR 20 2026
OWRD

44-2027

Affidavit for the VOLUNTARY CANCELLATION or DIMINUTION of a Water Right Certificate

1. I/We are the legal owners of property appurtenant to all ☐ or ☒ a portion (**check one box**) of the water right described above. My/Our property is described on a recorded property deed in my/our/an entity name(s). The property is located within the following legal description [*must include at a minimum, township(s), range(s), section number(s), quarter- quarter(s) and tax lot number(s)*].

Examples:

- Township 3 South, Range 5 East, Section 12, NW¼, NW¼ SW¼ & SW¼ SW¼; Section 13 NWNW, SWNW, all within Tax Lot 700.
- T16S, R18E, Sec18, SWSE & SESE, TL 1700
- T6N, R35E, Sec 27, S½, TL 1100

Enter legal description here: All that portion of the Southerly 360 feet of the Southwest of the Southeast Quarter-Quarter of Section 25, Township 37 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon, lying Westerly of the Westerly right of way line of Missouri Flat Road

2. I/We are requesting a [**check one box - the affidavit will be returned if more than one box is checked**]:

☐ voluntary cancellation of and have abandoned any and all interest in the ENTIRE water right Certificate # ____.

☐ voluntary cancellation of and have abandoned any and all interest a PORTION of water right Certificate # ____.

☐ voluntary diminution of the ENTIRE water right Certificate # ____.

☒ voluntary diminution of a PORTION of water right Certificate # 8059.

3. The appurtenant water right ☐ is or ☒ is not (**check one box**) located within the boundaries of an irrigation, drainage, water improvement, or water control district, or federal reclamation project (district). If the right is located within a district or reclamation project, name it here: ____.

- a. The water right, or portion thereof, being ☐ cancelled or ☐ diminished (**check one box**) is in the name of or served by a district. The signature of district manager on the line below documents the concurrence of the district to the changes to the water right specified in this affidavit, for the portion of the water right in the name of or served by the district.

Signature of district manager

Printed Name

Date

4. Complete this item (#4) only if this is a CANCELLATION for a PORTION of the water right.

I/We have abandoned any and all interest in and wish to cancel the following portion(s) of the water right certificate number listed in Item #2, above:

☐ A place of use, or use.

- For the use of (specify irrigation, domestic, etc.) ____
- IF FOR IRRIGATION OR NURSERY USE: Total number of acres to be cancelled ____
- In the amount of ____ cubic foot per second

Affidavit for the VOLUNTARY CANCELLATION or DIMINUTION of a Water Right Certificate

- From the water source (s) _____
- At the following location(s) (attach a larger table if needed):

ABANDONED PORTION TO BE CANCELLED										
Township	N or S	Range	E or W	Mer	Section #	DLC #	G-LOT #	Quarter-Quarter	Acres	Tax Lot #
_____	_____	_____	_____	WM	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	WM	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	WM	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	WM	_____	_____	_____	_____	_____	_____

- Locations of the place of use or acres being cancelled are clearly identified on a copy of the certificate map of record (decree map, final proof map, or claim of beneficial use map); or, if there is no certificate map of record, then an alternate map is being submitted with information sufficient to determine the lands on which the right is to be cancelled)
- Locations of the place of use or acres **NOT** being cancelled are clearly identified on a copy of the certificate map of record; or if there is no certificate map of record, then an alternate map is being submitted with information sufficient to determine the lands on which the right is NOT to be cancelled.

AND/OR (less common)

- ☐ One or more of the authorized points of diversion (surface water) or points of appropriation (groundwater) authorized under the certificate.
- For the use of (specify irrigation, domestic, etc.) _____
 - From the water source (s) _____
 - Located within the _____¹/₄, Section _____, Township _____ (N ☐ or S ☐), Range _____ (E ☐ or W ☐, W.M.
 - Location Description (if given on the certificate) _____

5. Complete this section (Item #5a-c) for a DIMINUTION of ALL or a PORTION of the water right.

- a. I/We have found a more dependable source of primary water, and therefore request the water right certificate ☐ in its entirety, or ☒ as described in Item #6, below, (check one box) be diminished from a right for primary use to a right for supplemental use (upon issuance of a permit for Ap G-19051).
- b. I/We agree that if this change is approved, it is permanent and the right to the use of water from Caris Creek (source) cannot be changed back to the primary use unless otherwise provided by law.
- c. I/We also agree that so long as there is sufficient water available from the new primary source, I am/we are not entitled to use any water from Caris Creek (source of water) for primary use on these lands.

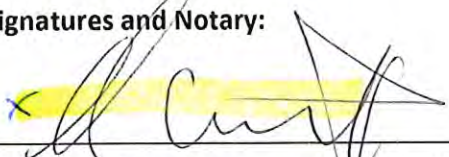
6. Complete this item (#6) for a DIMINUTION of a PORTION of the water right.

I/We, being the legal owners of the property described below are requesting a partial diminution of the water right certificate (identified in Item #2 above in the amount of 0.06 (cfs) from Caris (sources) for irrigation (if applicable) of 4.8 acres at the following location(s) as listed on the certificate (attach a larger table if needed):

Affidavit for the VOLUNTARY CANCELLATION or DIMINUTION of a Water Right Certificate

PORTION TO BE DIMINISHED FROM PRIMARY TO SUPPLEMENTAL IRRIGATION										
Township	N or S	Range	E or W	Mer	Section #	DLC #	G-LOT #	Quarter-Quarter	Acres	Tax Lot #
<u>37</u>	<u>S</u>	<u>5</u>	<u>W</u>	<u>WM</u>	<u>25</u>			<u>SWSE</u>	<u>4.8</u>	<u>1607</u>

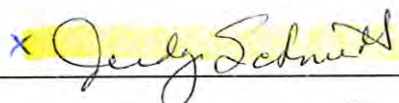
Signatures and Notary:



Signature of legal owner as listed on deed, or authorized agent

Printed Name Calvin G. Schmidt trustee of the Calvin G. Schmidt Trust dated March 5, 2010 & the Judy A. Schmidt Trust dated March 5, 2010

Date 4/15/26

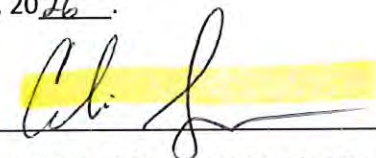


Signature of legal co-owner as listed on deed (if applicable)

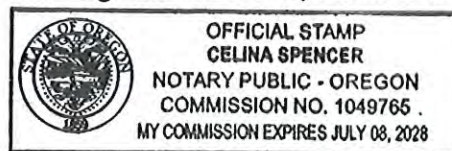
Printed Name Judy A. Schmidt, trustee of the Calvin G. Schmidt Trust dated March 5, 2010 & the Judy A. Schmidt Trust dated March 5, 2010

Date 4-15-26

Subscribed and Sworn to Before Me this 15th day of April, 2026.


Signature of Notary Public for Oregon

My Commission Expires July 08, 2028



REQUIRED ATTACHMENTS (LEGIBLE COPIES):

- 1) A recorded property deed which lists landowner(s) and includes a legal description of lands affected by this affidavit of cancellation or diminution.
- 2) An adjudication map, water right final proof map, or a tax lot map that clearly shows:
 - a. Location and acreages within each township, range and quarter-quarter of the lands described on the water right being cancelled or diminished, and
 - b. the remaining locations and acreages within each township, range and quarter-quarter of the lands described on entire water right NOT being cancelled or diminished, if any.
- 3) A list of names and addresses of other property owners with lands appurtenant to portions of the water right certificate not legally owned by the person(s) signing the affidavit.

Affidavit for the VOLUNTARY CANCELLATION or DIMINUTION of a Water Right Certificate

- 4) If acting as an authorized agent, include a copy of the Power of Attorney or other documents granting authority to act on behalf of legal owner(s) as listed on the deed.

MISSING ATTACHMENTS WILL RESULT IN THE AFFIDAVIT BEING RETURNED, AND NO ACTION TAKEN ON THE AFFIDAVIT.

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STATE OF OREGON
COUNTY OF JOSEPHINE

CERTIFICATE OF WATER RIGHT

This is to Certify, That Bert York

of Murphy, State of Oregon, has made proof
to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of
Oasis Creek
a tributary of Applegate River for the purpose of
Irrigation
under Permit No. 5379 of the State Engineer, and that said right to the use of said waters
has been perfected in accordance with the laws of Oregon; that the priority of the right hereby
confirmed dates from March 8, 1922;

that the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed
0.31 cubic foot per second;

The point of diversion is located in the NE 1/4 of Section 30, Township 37S, Range 4E, W. M.
The use hereunder for irrigation shall conform to such reasonable rotation system as may be
ordered by the proper state officer.

The amount of water used for irrigation, together with the amount secured under any other
right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per
acre, or its equivalent in case of rotation.

A description of the lands irrigated under the right hereby confirmed, and to which such
right is appurtenant (if for irrigation or any other purpose), is as follows: 15 acres in the
SE 1/4, and 10 acres in the SW 1/4, Section 25, Township 37 South, Range 5 West of
the Willamette Meridian in Josephine County, Oregon.

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The right to the use of the water for any purpose is restricted to the lands or place of use
herein described.

After the expiration of fifty years from the date of this certificate or on the expiration of
any federal power license issued in connection with this right, and after not less than two years
notice in writing to the holder hereof, the State of Oregon, or any municipality thereof, shall have
the right to take over the dams, plants and other structures and all appurtenances thereto which have
been constructed for the purpose of devoting to beneficial use the water rights specified herein, upon
condition that before taking possession the State or municipality shall pay not to exceed the fair
value of the property so taken, plus such reasonable damages, if any, to valuable, serviceable and
dependable property of the holder of this certificate, not taken over, as may be caused by the
severance therefrom of the property taken in accordance with the provisions of section 5728,
Oregon Laws.

WITNESS the signature of the State Engineer,

affixed this 10th day

of September, 1929

Rhea Luper

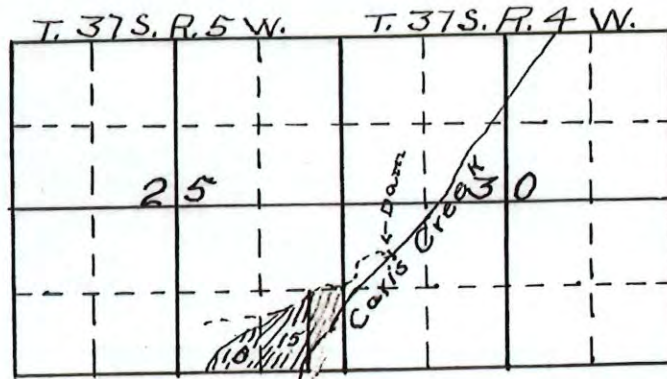
State Engineer.

Recorded in State Record of Water Right Certificates, Volume 8, page 8059

44-2027

EP 58

BERT YORK-CARIS CREEK RIGHT



STATE ENGINEER
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Application No. 8293
Permit No. 5379

MAR 3 1922

SALEM, OREGON

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22-2027

**UNLESS A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING ADDRESS:**

Calvin G. Schmidt, Trustee
Judy A. Schmidt, Trustee
242 Missouri Flat Road
Grants Pass, OR 97527

AFTER RECORDING, RETURN TO:

Foster Denman, LLP
Post Office Box 1667
Medford, OR 97501

JOSEPHINE COUNTY OFFICIAL RECORDS

RHIANNON HENKELS, COUNTY CLERK

2019-002624

DED-WRD

Cnt=1 Pgs=2 Stn=4 LBOSS

03/08/2019 11:11 AM

\$10.00 \$11.00 \$10.00 \$60.00 \$5.00

\$96.00

I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

WARRANTY DEED

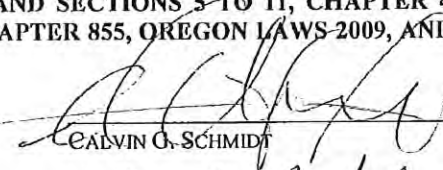
CALVIN G. SCHMIDT and JUDY A. SCHMIDT, Grantors, convey and warrant to CALVIN G. SCHMIDT and JUDY A. SCHMIDT, Trustees of the CALVIN G. SCHMIDT TRUST dated March 5, 2010, and JUDY A. SCHMIDT and CALVIN G. SCHMIDT, Trustees of the JUDY A. SCHMIDT TRUST dated March 5, 2010, Grantees, as tenants-in-common, each as to an undivided one-half (1/2) interest, the real property located in Josephine County, Oregon, more particularly described on Exhibit "A" attached hereto and made a part hereof.

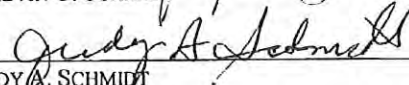
The liability and obligations of the Grantors to Grantees and Grantees' heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any right or indemnification available to Grantors under any title insurance policy, and Grantors shall have no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantors under any such title insurance policy.

The true consideration for this conveyance is other value given.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this 7 day March, 2019.

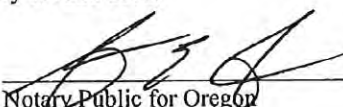

CALVIN G. SCHMIDT


JUDY A. SCHMIDT

STATE OF OREGON)
) ss.
County of Jackson)

On this 7 day of March, 2019, personally appeared the above-named CALVIN G. SCHMIDT and JUDY A. SCHMIDT, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:


Notary Public for Oregon



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EXHIBIT "A"

PARCEL I:

PARCEL I OF PARTITION PLAT NO. 2000-015, located in the Northeast Quarter and the Northwest Quarter of Section 36, Township 37 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon.

Tax Accounts: R3238622 and R323862

PARCEL II:

Lot 4, Block 89 of the original townsite of the town, now City of Grants Pass, Josephine County, Oregon, to the official plat thereof, recorded in Volume 1, Page 3, Plat Records.

Tax Account: R310783

PARCEL III:

Lots 1, 2, 3, 4, 5 and 6, Block 72, Original Town, now City of Grants Pass and Lot 1, 2, 3, and 4, Block 72, BOUNDARY LINE ADDITION to the City of Grants Pass, Josephine County, Oregon. ALSO the vacated alley running in an Easterly and Westerly direction through said Block 72, Original Town and Block 72 of Boundary Line Addition. ALSO the North Half of that portion of vacated East "K" Street, East of a line extended from the West line of Lot 5, Block 72 and the West line of Lot 3, Block 89, Original Townsite in the City of Grants Pass, Josephine County, Oregon, as vacated by Ordinance No. 3071, recorded in Volume 222, Page 113, Josephine County Deeds Records.

Tax Account: R310780

PARCEL IV:

Lots 1, 2, and 3, Block 89, ORIGINAL TOWN, now City of Grants Pass, and Lots 1 and 2, Block 89, BOUNDARY LINE ADDITION to the City of Grants Pass, Josephine County, Oregon. ALSO: The South Half of that portion of vacated East "K" Street, East of a line extended from the West line of Lot 5, Block 72, and the West line of Lot 3, Block 89, Original Townsite in the City of Grants Pass, Josephine County, Oregon.

Tax Account: R310782

PARCEL V:

All that portion of the Southerly 360 feet of the Southwest Quarter of Section 25, Township 37 South, Range 5 West, of the Willamette Meridian, Josephine County, Oregon, lying Westerly of the Westerly right of way line of Missouri Flat Road

Tax Accounts: R3235232 and R323523

PARCEL VI:

Lot 12, Block 94, RIVERSIDE ADDITION in the City of Grants Pass, Josephine County, Oregon.

Tax Account: R310842

C-8059

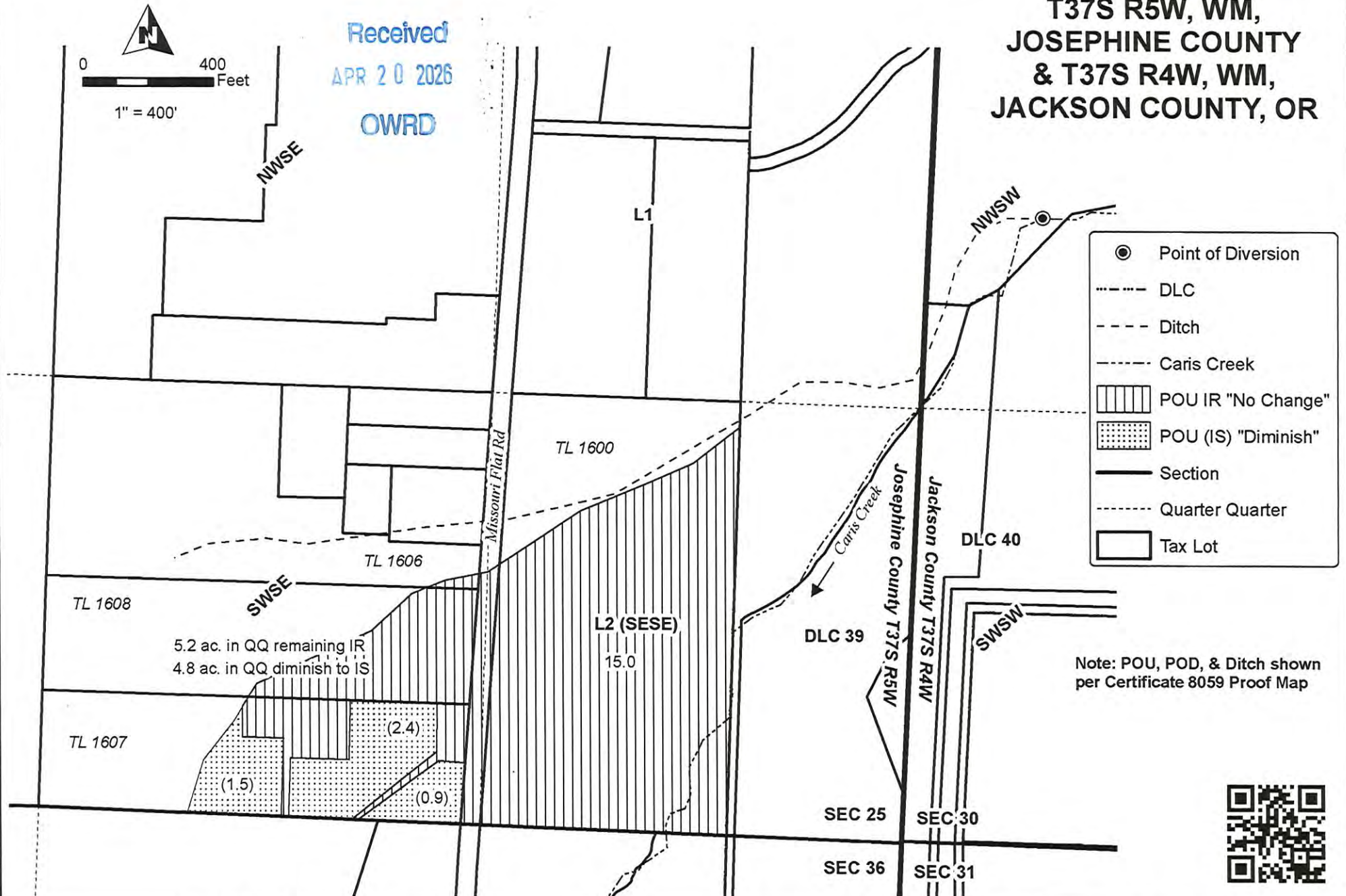
A list of names and addresses of other property owners with lands appurtenant to portions of the water right certificate not legally owned by the person(s) signing the affidavit.

Tax Lot	Name	Address
37052500001608	707 VENTURES, LLC in c/o Richard Braden	13511 N. Applegate Rd Grants Pass, OR 97527
37052500001606	Richard M. Braden	588 Missouri Flat Rd. Grants Pass, OR 97527
37052500001600	BOCCHINO, JOSEPH ANDREW & BOCCHINO, JENNIFER SPARKS	6 WELDON HTS LADERA RANCH, CA 92694

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**T37S R5W, WM,
JOSEPHINE COUNTY
& T37S R4W, WM,
JACKSON COUNTY, OR**



**PARTIAL DIMINUTION MAP
Schmidt Family Vineyards**

Date: 1/27/2026

C-8059 March 8, 1922 Priority

This map is not intended
to provide legal dimensions
or locations of property
ownership lines.

WATER RIGHT SERVICES, LLC

PO BOX 1830, BEND, OR 97709
WWW.OREGONWATER.US
info@oregonwater.us 541-389-2837

HL-2027

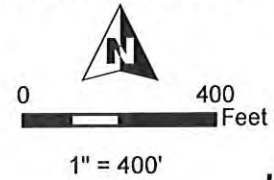
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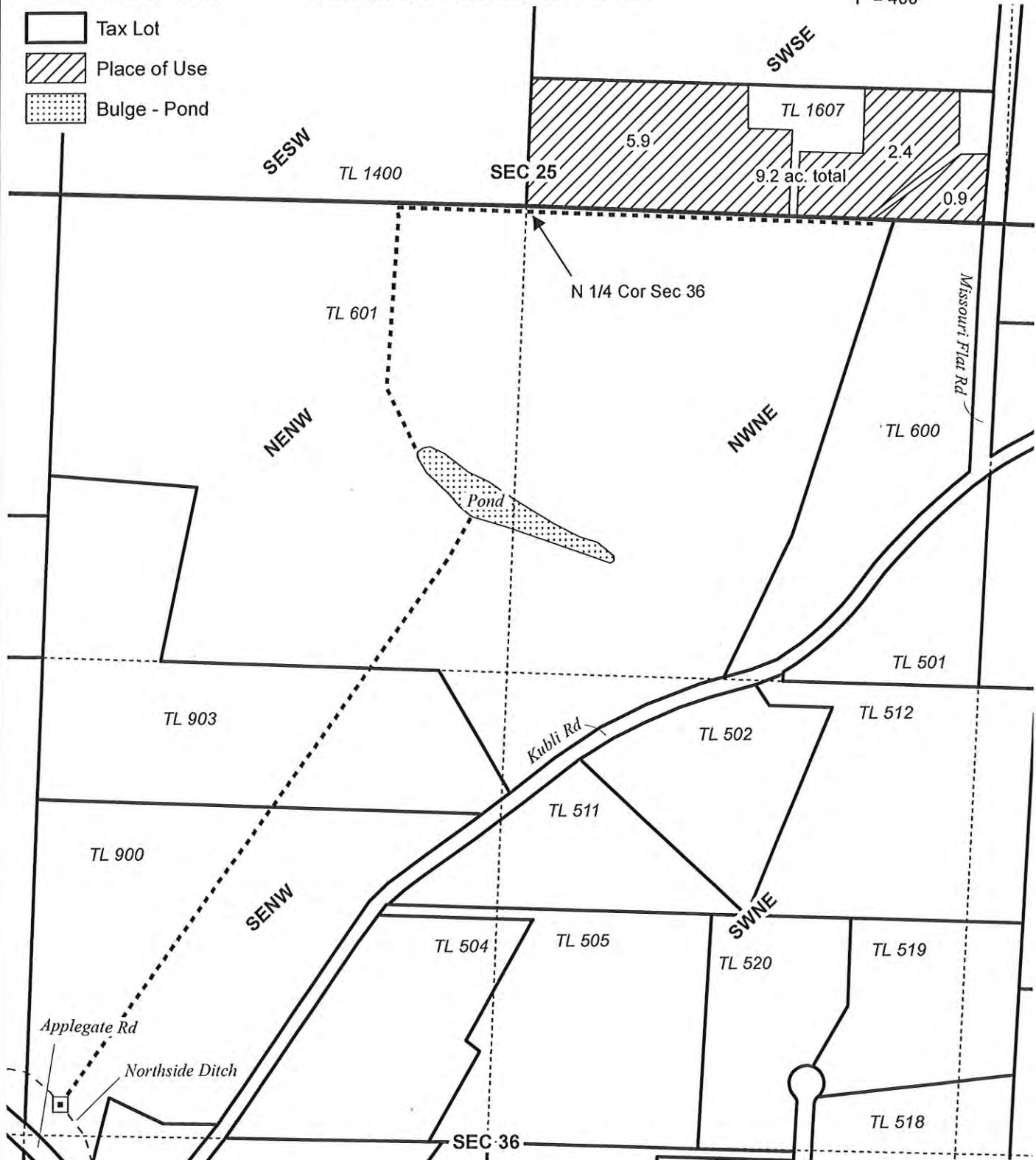


T37S R5W, WM,
JOSEPHINE COUNTY, OR



Pump and Meter Location:
2530' S, 1310' W of N 1/4 Cor Sec 36
Lat: 42.310051 Lon: -123.244138 WGS84

- ▣ Pump & Meter
- - - - Ditch
- - - - Pipeline
- Section
- - - - Quarter Quarter
- Tax Lot
- ▨ Place of Use
- ▤ Bulge - Pond



LIMITED LICENSE APPLICATION MAP
Schmidt Family Vineyards

Date: 4/23/2026

PG 1 of 2

This map is not intended
to provide legal dimensions
or locations of property
ownership lines.

WATER RIGHT SERVICES, LLC

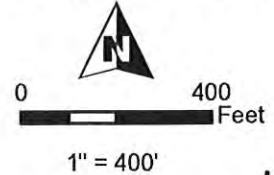
PO BOX 1830, BEND, OR 97709

WWW.OREGONWATER.US

info@oregonwater.us 541-389-2837

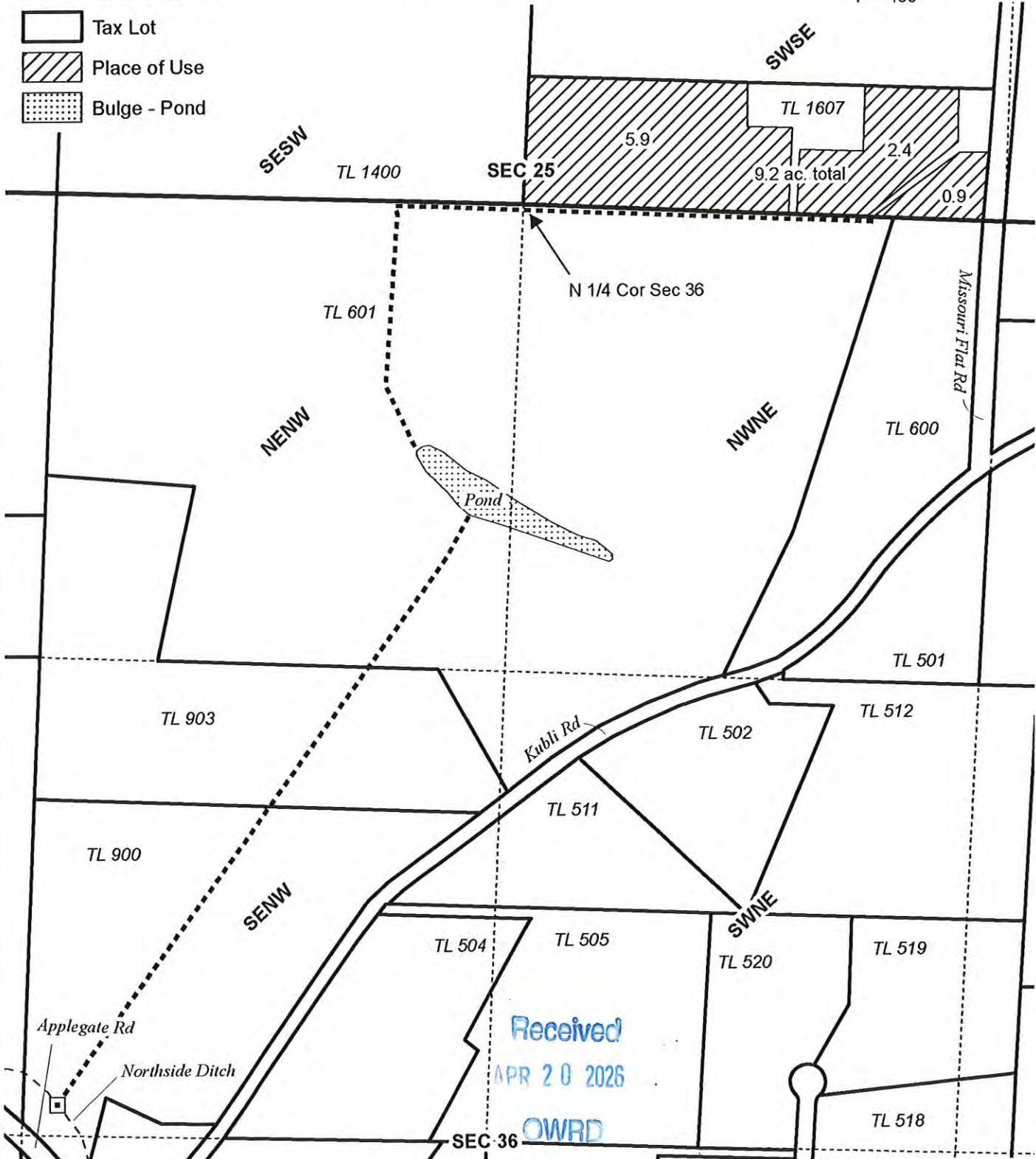
LL-2027

**T37S R5W, WM,
JOSEPHINE COUNTY, OR**



Pump and Meter Location:
2530' S, 1310' W of N 1/4 Cor Sec 36

- Pump & Meter
- Ditch
- Pipeline
- Section
- Quarter Quarter
- Tax Lot
- Place of Use
- Bulge - Pond



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LIMITED LICENSE APPLICATION MAP
Schmidt Family Vineyards

Date: 4/1/2026

PG 1 of 2

This map is not intended
to provide legal dimensions
or locations of property
ownership lines.

WATER RIGHT SERVICES, LLC

PO BOX 1830, BEND, OR 97709

WWW.OREGONWATER.US

info@oregonwater.us 541-389-2837

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supersealed

4-23 2:26
Map scale approved MJB

**T37S R5W,
T38S R5W, &
T38S R4W, WM,
JOSEPHINE COUNTY, OR**



1" = 2000'

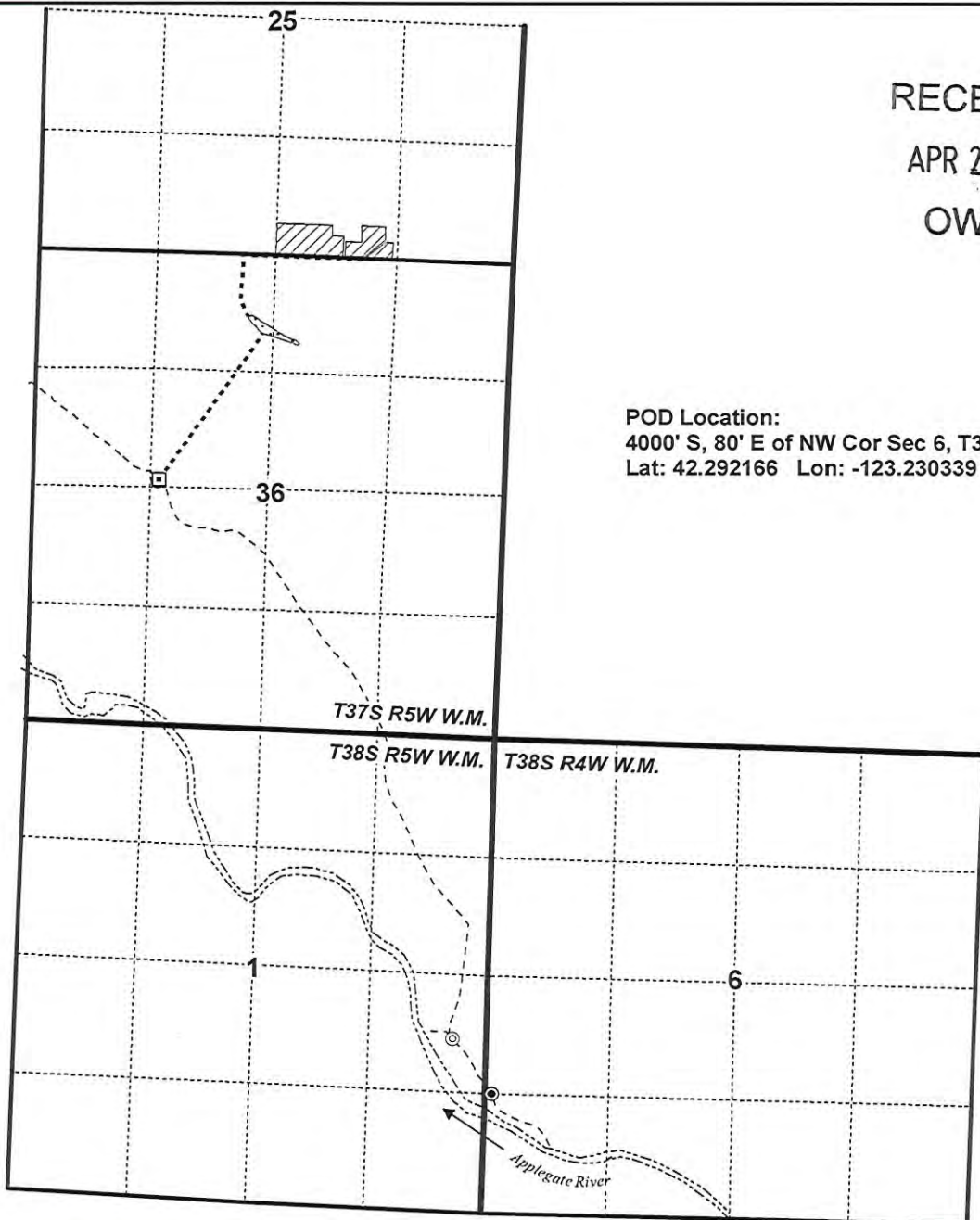
- ▣ Pump
- ⊙ POD
- ⊙ Fish Screen & Bypass

- Pipeline
- - - - Ditch
- - - - Applegate River
- Township
- Section
- Quarter Quarter
- ▨ Bulge-Pond
- ▨ Palce of Use



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POD Location:
4000' S, 80' E of NW Cor Sec 6, T38S R4W, W.M.
Lat: 42.292166 Lon: -123.230339 WGS84



LL-2027

**T37S R5W,
T38S R5W, &
T38S R4W, WM,
JOSEPHINE COUNTY, OR**



1" = 2000'

- Pump
- POD
- ⊙ Fish Screen & Bypass

- Pipeline
- Ditch
- Applegate River

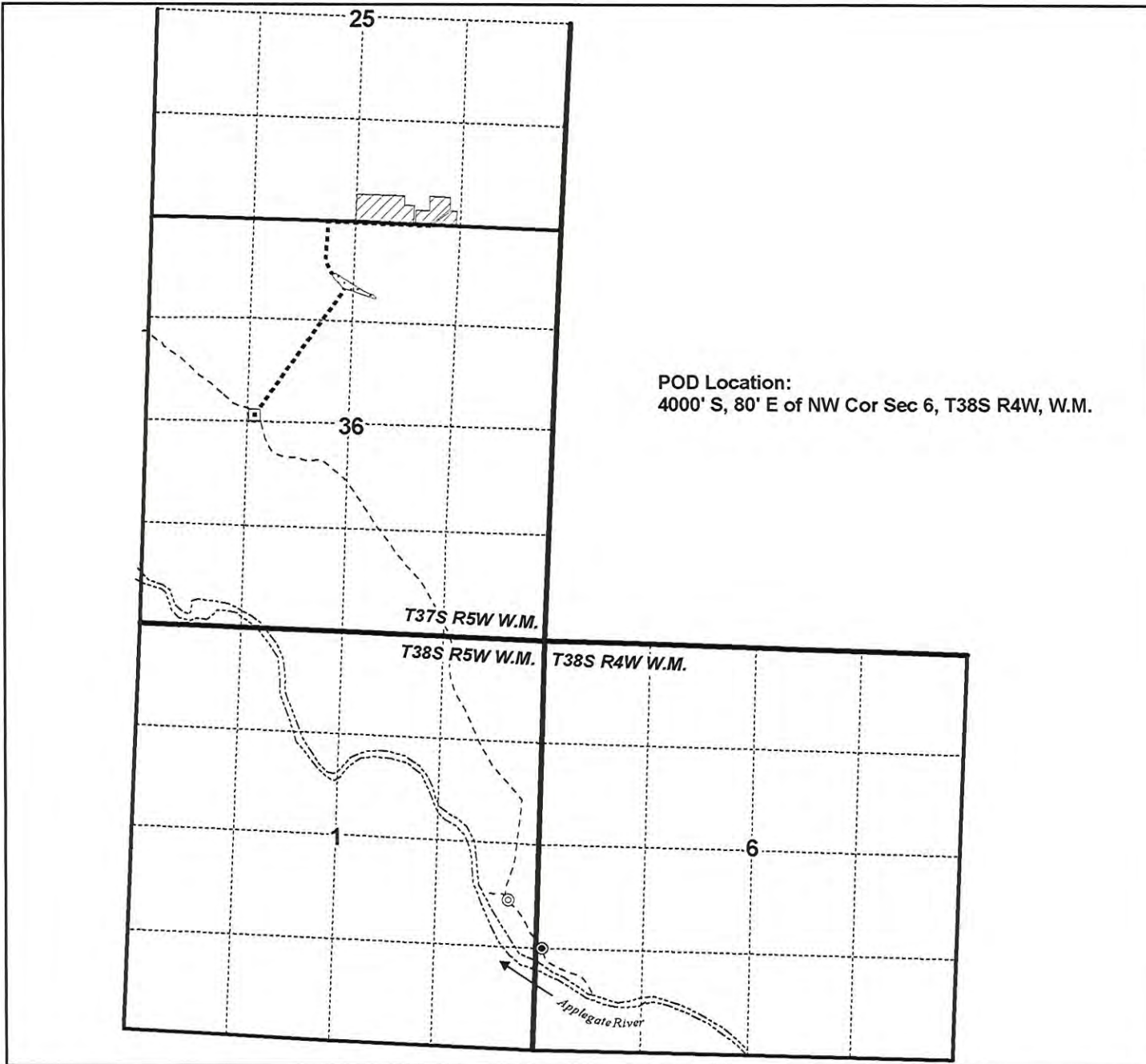
- Township
- Section
- Quarter Quarter

- Bulge-Pond
- Palce of Use

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Superseded