

Crowfoot Road Water Improvement District
560 Grove St.
Jacksonville, OR 97530

March 21, 2008

Oregon Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301-1266

Gentlemen:

Attached is our application to use water from the Rogue River for the Crowfoot Road Water Improvement District. Included is a check in the amount of \$625 to cover base cost, acre feet, and recording fee. The following documents are included:

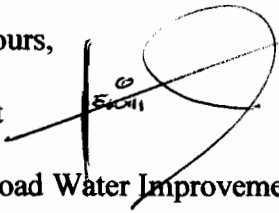
1. Application for a permit to use surface water. Hollie Cannon helped us with document preparation. I signed it.
2. Application Map showing the area covered by our water district.
3. Oregon Water Resources Department Form M.
4. Legal description to the Walls property, tax lot 1400.
5. Legal description of the Walls property, tax lot 301.
6. Legal description of the Rogue River Cabin, LLC property, tax lot 300
7. Landowners Notice. This is signed by the Walls and by me.
8. Oregon Water Resources Department Land Use Information Form.
9. Oregon Land Use Compatibility Statement signed by officials of the County Planning Department
10. Easement deed from the Walls to the Crowfoot Road Water Improvement District. This was recorded on March 19, 2008.
11. Easement deed from the Rogue River Cabin, LLC to the same water district. This was also recorded on March 19th.

A few days ago I sent off our agreement to the US Army Corp of Engineers for them to execute and finalize.

Hopefully, everything is in order. Call me with questions. 541-899-5599.

Sincerely yours,

Jerre Hewitt
Manager
Crowfoot Road Water Improvement District



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

Application for a Permit to Use Surface Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

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A. Individuals

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Applicant: _____
First Last

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Mailing address: _____

_____ City State Zip

Phone: _____
Home Work Other

*Fax: _____ *E-Mail address: _____

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of organization: Crowfoot Road Water Improvement District

Name and title of person applying: Jerre Hewitt

Mailing address of organization: 560 Grove Street

_____ City State Zip
Jacksonville OR 97530

Phone: 541-899-5599
Day Evening

*Fax: _____ *E-Mail address: jerre@hewitt4.com

* Optional information

For Department Use		
App. No. _____	Permit No. _____	Date _____

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2. SOURCE AND PROPERTY OWNERSHIP

A. The Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Lost Creek Reservoir Tributary to: Rogue River
Source 2: _____ Tributary to: _____
Source 3: _____ Tributary to: _____
Source 4: _____ Tributary to: _____

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name). Permit R-8142

B. Applications to Use Stored Water

Complete this section if any source listed in item 2A above is stored water.

Do you, or will you, own the reservoir(s) described in item 2A above?

- Yes.
- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 2A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

- By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:
- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
 - A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

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C. Property Ownership

Do you own all the land where you propose to divert, transport, and use water?

Yes (Skip to section 3 "Water Use.")

No (Please check the appropriate box below.)

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

List the names and mailing addresses of all affected landowners.

Rogue River Cabin, LLC, 560 Grove Street, Jacksonville, OR 97530

Robert & Dina Walls, 1091 Pereira Road, Martinez, CA 94553

3. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: _____
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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B. Amount of Water

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

Source	Type of use	Amount
Lost Creek Reservoir	Quasi municipal	5 gpm gpm <input checked="" type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
		<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

C. Period of Use

Indicate the time of year you propose to use the water: _____ Year around
(For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1–October 31.)

D. Acreage

If you will be applying water to land, indicate the total number of acres where water will be applied or used: _____ NA
(This number should be consistent with your application map.)

4. WATER MANAGEMENT

A. Diversion

What method will you use to divert water from the source?

- Pump (give horsepower and pump type): _____ 5 hp turbine
- Head-gate (give dimensions): _____
- Other means (describe): _____

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B. Monitoring

How will you monitor your diversion to be sure you are within the limits of your water right (allowed rate and duty) and you are not wasting water?

- Weir Meter Periodic Sampling
- Other means (describe): _____

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C. Transport

How will you transport water to your place of use?

Ditch or canal (give average width and depth):

Width _____ Depth _____

Is the ditch or canal to be lined? Yes No

Pipe (give diameter and total length):

Diameter _____ 3 inch _____ Length _____ 1500 _____

Other (describe) _____

D. Application/Distribution Method

What equipment will you use to apply water to your place of use? The water will be pumped from the river, filtered and treated to potable quality, then held in 1000 gallon storage for each house.

Irrigation or land application method (check all that apply):

- Flood
- Drip
- Hand lines
- Siphon tubes or gated pipe with furrows
- Other, describe _____
- High-pressure sprinkler
- Water cannons
- Wheel lines
- Low pressure sprinkler
- Center pivot system

Distribution method

- Direct pipe from source
- In-line storage (tank or pond)
- Open canal

E. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Homes will incorporate low water use technology when built. Landscape irrigation will involve small areas of solid set sprinklers for lawn and drip irrigation.

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5. RESOURCE PROTECTION

A. Protection Practices

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

Diversion will be screened to prevent uptake of fish and other aquatic life. Describe planned actions: flow diverted will be less than 25 GPM. There will be a pasive fish screen meeting ODFW standards installed.

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas. Describe planned actions: It will not be necessary to excavate or clear within the two year high water line. Division of State Land will review planned activities for needed permits.

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe: It is not anticipated that it will be necessary to operate equipment in the water. If it is necessary, it will be done only after consulting with Division of State Land.

Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe: Each home will have a septic system to handle the waste water from the homes. The incidental landscape irrigation will be using irrigation controlers to prevent irrigation runoff.

Other: _____

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6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: May 2008

Proposed date construction will be completed: July 2013

Proposed date beneficial water use will begin: October 2013

7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed points of diversion and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

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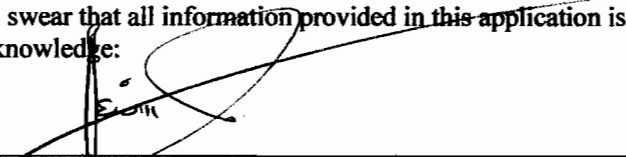
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9. SIGNATURE

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all information provided in this application is true and correct to the best of my knowledge:


Signature of Applicant (If more than one applicant, all must sign.)

March 3, 2008
Date

Before you submit your application be sure you have:

- ✓ Answered each question completely.
- ✓ Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
 - Included a Land Use Information Form or receipt stub signed by a local official.
- ✓ Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
 - Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

WRD on the web:
www.wrd.state.or.us

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Oregon Water Resources Department

FORM M

FOR MUNICIPAL AND QUASI MUNICIPAL WATER SUPPLIES

Unless otherwise noted, water use information should be in acre-feet per year (AFY).
1 acre-foot is equal to 325,851 gallons.

Background Information

Name of water supplier: Crowfoot Road Water Improvement District

Name and size of area to be served: There is no name of the area. The size is 0.34 square miles.
(in square miles)

Present population of service area: 2
(Contact county planning staff, if needed.)

Projected population in 20 years: 15
(Cite source and year. For example: "20,595 Based upon 1995 Portland State University projections.")

List present water rights and permits held:

Date of Issuance:	Natural Source of Water:	Amount Permitted:	Utilization:
<u>First water right application</u>			

Water Use

Average yearly demand: 5 AFY Year: 2013

Per-capita daily consumption (in gallons): 297.6 gallons per person per day
(Divide average annual water sales by population to arrive at consumption, then divide by 365 to get daily values.)

Peak season (by month/day): June 15 to Sep 15 Total peak season demand: 2.5 Acre-feet

Peak season per-capita daily consumption: 445.1 gallons per person per day
(Divide total peak season demand by population and the number of days during the peak.)

Annual amount of water:

produced: 5 af
(diverted or pumped)

delivered: 5 af

Is your system fully metered? Yes No

Describe your rate structure: each home will pay the % of total cost the same % as water used
(e.g. flat rate, increasing or decreasing block rate or combination of different systems)

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Request for Water

A. Discuss the reason(s) for your request for additional water

(e.g. loss of current supply, peak demand, growth, or other): This is the first application for quasi municipal water right for Crowfoot Road Water Improvement District

B. How long is the amount of water requested in this application expected to meet future needs?

(e.g. until the year 2040) 2028

C. Briefly discuss operation of water system and the most constraining component of the system:

The sysetm will be pumped from the river, filtered and treated to potable quality and stored in storage tank installed for each home. System will be off line during floods when pumps will have to be removed. Storage tanks will supply home needs until system is running again.

D. Percentage of water use by type:

Residential: 100 Commercial: 0
Public Authority: 0 Agricultural: 0
Unaccounted for use: 0 Industrial: ~~100~~ 0
Other (specify use): 0

E. List cost to implement proposed request.

Compare cost and benefits with other water supply, or combination of supply options. This should include water efficiency measures such as replacing current showerheads with low-flow types. (Attach documentation, as available.)

There is no other option available. Wells have been drilled and the quality of water is so poor that it is not practical to treat water to potable quality. The system will expand as homes are build and occupied. it is estimate the total cost will be \$40,000.

F. How and by how much will your proposed water use efficiency programs increase efficiency?

(Express as a percentage of per-capita consumption.)

The home that existes and the home in construction and are built with water conservation fixtures.
Landscape irrigation will be largely drip irrigation of shubry with small areas of lawn.
Irrigation will be scheduled by irrigation controlllers.

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Last revision: April 9, 1996

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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 proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____.

Land uses to be served by 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".

Departmental
Administrative
Review

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:	
Type 2 Review	Section 4.3.4	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input checked="" type="checkbox"/> Not being pursued
Flood Plain Review	Section 7.1.2	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input checked="" type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being pursued <input type="checkbox"/> 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.

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Name: Tracie Nickel Title: Planner III

Signature: Tracie Nickel Phone: 774-6951 Date: 3/5/08

Government Entity: Jackson County

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.



Oregon Water Resources Department Land Use Information Form

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) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: Crowfoot Road Water Improvement District

Mailing Address: 560 Grove Road

City: Jacksonville State: OR Zip: 97530 Day Phone: _____

This application is related to a Measure 37 claim. Yes No

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A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. 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:
33 S	1 E	32	NESW	331E32-300	WR	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Forest/home
33 S	1 E	32	W1/2SE	331E32-301	WR	<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Forest/home
33 S	1 E	32	SESE	331E32-1400	WR	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Forest/home
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

List all counties and cities where water is proposed to be diverted, conveyed, or used. Jackson

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 Exchange of Water
 Allocation of Conserved Water Limited Water Use License
 Permit Amendment or Ground Water Registration Modification

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

Estimated quantity of water needed: 5 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: The water will be used to supply domestic water to homes within the boundaries of Crowfoot Road Water Improvement District. This is necessary because there is not sufficient quantity or quality of ground water to supply domestic water for this area.

The source of water is municipal water from Lost Creek Reservoir. Only pump and pipeline from river to existing homes on property.

Note to applicant: *If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt below and include it with the application filed with the Water Resources Department.*



APPLICATION TYPE: LUC (Land Use Compatibility Statement)

CASE STATUS: **Closed**
USE CATEGORY: **Utility / Solid Waste Uses**
ZONING: **WR**
PROCESS: **Type 1**
SITE ADDRESS: **7167 CROWFOOT RD**
PRIMARY PARCEL NUMBER: **33-1E-32-300**
ASSOCIATED LOTS: **33-1E-32-1400**
33-1E-32-301

DECISION:
ZONE USE ID:
APPLICATION NO: **ZON2008-00168**
MASTER NO: **ZON2008-00168**
PROJECT NO: **ZON2008-00168**
RECEIVED DATE: **02/06/2008**
ASSIGNED STAFF: **TLN**

DIRECTIONS TO PROPERTY: **TRAIL**

<p><u>People Associated With This Case</u></p> <p>ROGUE RIVER CABIN LLC 560 GROVE ST JACKSONVILLE, OR 97530</p>	<p><u>Case Description</u></p> <p>LUC to form a water improvement district</p>
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COMMENTS:

2/6/08: INTAKE ONLY FOR FURTHER REVIEW.

3/5/08: REQUEST FOR LAND USE COMPATIBILITY SIGN-OFF FOR A WATER RESERVOIR WITH AN ESTIMATED NEED OF 5 ACRE-FEET. PER TABLE 4.3-1 # 40 NEW WATER IMPOUNDMENT OR RESERVIORS ARE A PERMITTED USE THROUGH A TYPE 2 TO REVIEW FOR COMPLIANCE WITH SECTION 4.3.4 (OAR 660-006-0025 (4) (M) AND (5).

MAPPED FLOODPLAIN EXISTS ON THE PARCEL. PROPOSED USE WILL REQUIRE A FLOODPLAIN REVIEW.

CONDITIONS ATTACHED...TLN

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Not Met

STANDARD DETAILS:

Standard
TYPE 2 REVIEW

Owner/ applicant must apply for and receive approval of a TYPE 2 REVIEW FOR COMPLIANCE WITH SECTION 4.3.4.

FLOODPLAIN REVIEW

Not Met

Owner/ applicant must apply for and receive approval of A FLOODPLAIN REVIEW IF IT IS FOUND THE IMPOUNDMENT AREA IS WITHIN THE 100-YEAR FLOODPLAIN OF THE ROGUE RIVER.

This decision is limited to the County's review of applicable zoning rules and land use law, as outlined in the Jackson County Comprehensive Plan, the Jackson County Land Development Ordinance, and the Oregon Administrative Rules and Revised Statutes relating to land use. Other County, State, and Federal agencies may have regulatory review authority for development projects. The decision rendered herein neither implies nor guarantees compliance with the requirements of any other regulatory agency. It is the applicant's responsibility to ensure compliance with the requirements of any other regulatory agency or provisions of law prior to initiating development.

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By: Tracie Nickel

Tracie Nickel

Date:

3/5/08

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**JACKSON
COUNTY**
Oregon

DEVELOPMENT SERVICES
10 S. OAKDALE AVE., ROOM 100
MEDFORD, OR 97501-2902
(541) 774-6900
FAX: (541) 774-6791

FAX

FAX TRANSMITTED TO:

DATE: 3-5-08 FAX NUMBER: 1-503-986-0904

NUMBER OF PAGES TRANSMITTED (Including This Page): 5

COMPANY NAME: Oregon Water Resources Department

ATTN: Water Rights Review

FROM: Tracie Nickel PHONE NUMBER: 774-6951

MESSAGE: RE: Rogue River Cabin LLC.
Crowfoot Road Water improvement district.

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Crowfoot Road Water Improvement District
560 Grove St.
Jacksonville, OR 97530

April 22, 2008

Jerry Sauter, Water Rights Analyst
Water Resources Dept.
North Mall Office Building
725 Summer St. NE, Suite A
Salem, OR 97301-0900

Dear Mr. Sauter,

In accordance with your request dated April 1st, I am resubmitting our request to use stored water. Enclosed are the entire application, the required information, the checklist you provided, and the fees. The County Planning Department dated the Land Use Information form correctly and signed it with blue ink.

Your application checklist lists 4 items necessary for submission. These are:

Source of water: Lost Creek Dam.
The amount of water requested is 5 acre feet.
A new land use form is submitted as mentioned above.
A check for \$625, drawn on our water district account, is enclosed.

Also submitted is a copy of the Water Storage Agreement, dated April 11th, 2008, between the US Army Corp of Engineers and the Crowfoot Road Water Improvement District. This agreement is signed by Colonel Thomas O'Donovan of the Army Corp and by me as manager of the water district.

All of the documentation originally submitted is, once again, sent to you.

Hopefully all is in order this time. Call me with questions. 541-899-5599

Sincerely yours,



Jerre Hewitt
Manager
Crowfoot Road Water Improvement District

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"SUPERIOR SERVICE WITH COMMITMENT AND RESPECT FOR CUSTOMERS AND EMPLOYEES"

March 18, 2008

AmeriTitle

Rogue River Cabin, LLC

JERRE HEWITT

RE: 7167 CROWFOOT ROAD

Tax lot 300

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SALEM OREGON**

This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds; indiscriminate use only benefiting intermediaries will not be permitted. Said service may be discontinued. No liability is assumed for any errors in this report.

Thank you!

Mandie Clark & Amanda Parke

1501 East McAndrews Road

Medford, OR, 97504

Phone 541-608-3662 Fax 541-779-3506

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SALEM, OREGON**

3:58 10-11

WARRANTY DEED

J.L. Hewitt, Jr. and Barbara Hewitt, Trustees under the Jerre Lee Hewitt, Jr. and Barbara Ann Hewitt Revocable Living Trust dated June 30, 1989, Grantors, convey and warrant to Rogue River Cabin, LLC, an Oregon limited liability company, Grantee, the real property more particularly described on Exhibit "A" attached hereto and made a part hereof.

The liability and obligations of the Grantors to Grantee and Grantee's 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.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 5th day of March, 2003.

J.L. HEWITT, JR.
Barbara Ann Hewitt
BARBARA ANN HEWITT

STATE OF OREGON)
) ss.
County of Jackson)

On this 5th day of March, 2003, personally appeared the above-named J.L. HEWITT and Barbara Ann Hewitt and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Lisa M. Rahm
Notary Public for Oregon

UNLESS A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:
J.L. Hewitt, Jr. and Barbara Ann Hewitt
560 Grove Street
Jacksonville, OR. 97530



AFTER RECORDING, RETURN TO:
Jason Anderson
Foster Denman, LLP
Post Office Box 1667
Medford, OR 97501

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EXHIBIT A

Commencing at the northwest one-sixteenth corner of Section 32, Township 33 South Range 1 East of the Willamette Meridian in Jackson County, Oregon; thence South 88°10'54" West along the north line of the Southwest Quarter of the Northwest Quarter of said Section 155.64 feet; thence continue South 88°10'54" West along said north line, 850 feet, more or less, to a point on the southwesterly right of way line of State Highway Number 62, said point being also the True Point of Beginning; thence Southeasterly along said right of way line, 45.2 feet, more or less, to a point which bears North 54°26'31" East 1.0 feet, more or less, from a 5/8" diameter steel pin witness monument; thence South 54°26' 31" West 1.00 feet, more or less, to said witness monument; thence continue South 54°26'31" West 55.71 feet to a 5/8" diameter steel pin witness monument; thence continue South 54°26'31" West 83 feet, more or less, to a point on the center line of the Rogue River; thence Southeasterly and Northeasterly along said river center line to a point on the east line of said Southwest Quarter of the Northwest Quarter of Section 32; thence continue Northeasterly and Southeasterly along said river center line to a point on the east line of the Southwest Quarter of said Section 32; then south 0°53'11" West to the south quarter corner of said Section; thence North 89°57'31" West 1332.795 feet to the southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North 1°02'25" East 2625.68 feet to the center west once-sixteenth corner of said Section 32; thence South 89°41'32" West 1325.885 feet to the west quarter corner of said Section 32; thence North 0°51'51" East 1295.415 feet to the northwest corner of said Southwest Quarter of the Northwest Quarter; thence North 88°10'54" East 322 feet, more or less, to the True Point of Beginning.

(Code 9-2, Portion Account #121927-2, Map #331E32, Portion Tax Lot #300)

Together with a perpetual easement for utilities and appurtenant rights thereto, being 10 (ten) feet in width with the west line thereof described as follows:

Commencing at the Northwest one-sixteenth corner of Section 32, Township 33 South, Range 1 East, Willamette Meridian in Jackson County, Oregon; thence North 0°52'32" East 1330.415 feet to the Northwest corner of the Northeast quarter of the Northwest quarter of said section; being the true point of beginning of this easement; then South 0°52'32" West, 1330.415 feet to the Northwest one-sixteenth corner; thence continue South 0°52'32" West to a 5/8 inch steel pin on the boundary of that tract of land described in Instruction No. 95-31218 of the Official Records of Jackson County, Oregon and designated therein as "Adjusted Tax Lot 200"; thence continue along said boundary, South 9°37'41" East, 130.01 feet to a 5/8 inch steel pin and witness monument; thence continue South 9°37'41" East 4.4 feet, to the northerly right of way line of State Highway No. 62 and the terminus of this easement.

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

MAR 05 2003

3:58 PM

[Signature]
COUNTY CLERK

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I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records. Christine Walker - County Clerk

After recording, return to:

Gary C. Peteson
Foster Denman, LLP
PO Box 1667
Medford, OR 97501

EASEMENT FOR IRRIGATION LINE

ROGUE RIVER CABIN, LLC, an Oregon limited liability company, Grantor, hereby grants and conveys to CROWFOOT ROAD WATER IMPROVEMENT DISTRICT, an Oregon nonprofit district improvement entity, for the installation, maintenance, repair, and replacement of water lines on and under the real property owned by Grantor and described on Exhibit "A" attached hereto and made a part hereof.

The purpose of said Easement is to provide for installation of water lines to provide domestic water and irrigation water to the property described on Exhibit "A". The Easement shall be ten (10) feet on either side of the water lines as installed. The water lines shall be installed in locations as directed by Grantor, and may be relocated by Grantor or a subsequent owner of the property ("Owner") from time to time.

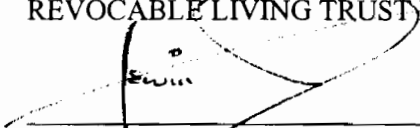
This Easement includes the installation, maintenance, repair and replacement of a pump house on the property for purposes of pumping water through the lines. The pump house shall be located in an area to be determined by Grantor and Grantee, and the Easement shall include an area ten feet surrounding the pump house as actually installed.

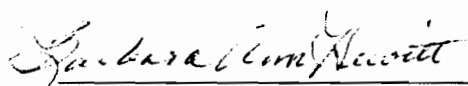
Grantee shall indemnify and hold Grantor harmless from any cost or claim of personal injury or property damage arising out of or related to Grantee's installation of the water lines and pump house, or the future maintenance, repair, or replacement of all or any portion of the lines or pump house.

This Easement shall inure to the benefit of the parties and their successors and assigns. This Easement may not be assigned or transferred to benefit any other property without the express written consent of Grantor.

ROGUE RIVER CABIN, LLC
An Oregon limited liability company

THE JERRE LEE HEWITT, JR. and BARBARA ANN HEWITT
REVOCABLE LIVING TRUST DATED 6/30/89


By: J. L. Hewitt, Trustee


By: Barbara Ann Hewitt, Trustee

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STATE OF OREGON)
) ss.
County of Jackson)

On this 18th day of March, 2008, personally appeared the above-named J. L. Hewitt, Jr., Trustee of the JERRE LEE HEWITT, JR. and BARBARA ANN HEWITT REVOCABLE LIVING TRUST DATED 6/30/89 and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Patricia E Hill
Notary Public for Oregon

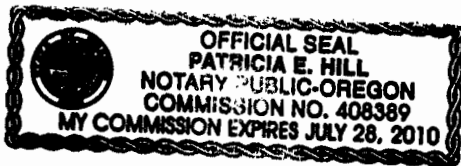


STATE OF OREGON)
) ss.
County of Jackson)

On this 18th day of March, 2008, personally appeared the above-named Barbara Ann Hewitt, Trustee of the JERRE LEE HEWITT, JR. and BARBARA ANN HEWITT REVOCABLE LIVING TRUST DATED 6/30/89 and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Patricia E Hill
Notary Public for Oregon



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WATER RESOURCES DEPT
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EXHIBIT A

Commencing at the northwest one-sixteenth corner of Section 32, Township 33 South Range 1 East of the Willamette Meridian in Jackson County, Oregon; thence South 88°10'54" West along the north line of the Southwest Quarter of the Northwest Quarter of said Section 155.64 feet; thence continue South 88°10'54" West along said north line, 850 feet, more or less, to a point on the southwesterly right of way line of State Highway Number 62, said point being also the True Point of Beginning; thence Southeasterly along said right of way line , 45.2 feet, more or less, to a point which bears North 54°26'31" East 1.0 feet, more or less, from a 5/8" diameter steel pin witness monument; thence South 54°26' 31" West 1.00 feet, more or less, to said witness monument; thence continue South 54°26'31" West 55.71 feet to a 5/8" diameter steel pin witness monument; thence continue South 54°26'31" West 83 feet, more or less, to a point on the center line of the Rogue River; thence Southeasterly and Northeasterly along said river center line to a point on the east line of said Southwest Quarter of the Northwest Quarter of Section 32; thence continue Northeasterly and Southeasterly along said river center line to a point on the east line of the Southwest Quarter of said Section 32; then south 0°53'11" West to the south quarter corner of said Section; thence North 89°57'31" West 1332.795 feet to the southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North 1°02'25" East 2625.68 feet to the center west once-sixteenth corner of said Section 32; thence South 89°41'32" West 1325.885 feet to the west quarter corner of said Section 32; thence North 0°51'51" East 1295.415 feet to the northwest corner of said Southwest Quarter of the Northwest Quarter; thence North 88°10'54" East 322 feet, more or less, to the True Point of Beginning.

(Code 9-2, Portion Account #121927-2, Map #331E32, Portion Tax Lot #300)

Together with a perpetual easement for utilities and appurtenant rights thereto, being 10 (ten) feet in width with the west line thereof described as follows:

Commencing at the Northwest one-sixteenth corner of Section 32, Township 33 South, Range 1 East, Willamette Meridian in Jackson County, Oregon; thence North 0°52'32" East 1330.415 feet to the Northwest corner of the Northeast quarter of the Northwest quarter of said section; being the true point of beginning of this easement; then South 0°52'32" West, 1330.415 feet to the Northwest one-sixteenth corner; thence continue South 0°52'32" West to a 5/8 inch steel pin on the boundary of that tract of land described in Instruction No. 95-31218 of the Official Records of Jackson County , Oregon and designated therein as "Adjusted Tax Lot 200"; thence continue along said boundary, South 9°37'41" East, 130.01 feet to a 5/8 inch steel pin and witness monument; thence continue South 9°37'41" East 4.4 feet, to the northerly right of way line of State Highway No. 62 and the terminus of this easement.

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EB

EASEMENT

STATE OF OF
County of .



01314110200800105010030032

I certif:
received for re I, Christine Walker, County Clerk for Jackson County, Oregon, certify
at that the instrument identified herein was recorded in the Clerk
records. Christine Walker - County Clerk

book/reel/vol
and/or as fee
No. _____, Records of this County.

SPACE RESERVED
FOR
RECORDER'S USE

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

After recording, return to (Name, Address, Zip):

Robert M Walls
1091 Pereira Road
Martinez, CA 94553

THIS AGREEMENT made and entered into on March 7, 2008, by and
between Robert M Walls and Dina C. Walls
hereinafter called the first party, and Crowfoot Road Water Improvement District
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Jackson
County, State of Oregon, to-wit:

The Southwest quarter of the Southeast quarter of Section 32, Township 33 South, Range
1 East of the Willamette Meridian, and part of the North half of the
Southeast quarter of Section 32, Township 33 South, Range 1 East of the
Willamette Meridian, which lies Southerly of the center line of the Rogue
River.

(Map No. 331E32, Tax Lot 301, Account No. 1-021928-1, Code 9-02)

and

The Southeast Quarter of the Southeast Quarter of Section 32 in Township 33 South,
Range 1 East of the Willamette Meridian in Jackson County, Oregon.
(Map No. 331E32, Tax Lot 1400, Account No. 1-021944-2, Code 9-02)

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record
owner of the following described real property in that county and state, to-wit:

See attached Exhibit A .

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NOW, THEREFORE, in view of the premises and in consideration of \$ 0.00 by the second party to the
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

Blanket Easement for the purpose of distributing quasi-
municipal water

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be permanent, always subject, however, to the following specific conditions, restrictions and considerations:

as long as Crowfoot Road Water Improvement District continues to exist and is in good standing with the state of Oregon

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

Blanket Easement

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party responsible for _____% and the second party responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Robert M. Wall

Dina C. Wall

FIRST PARTY

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STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

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APR 24 2008

Notary Public for Oregon
My commission expires _____
WATER RESOURCES DEPT
SALEM OREGON

SECOND PARTY

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

Notary Public for Oregon
My commission expires _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of Contra Costa

MAR 26 2008

WATER RESOURCES DEPT
SALEM, OREGON

On March 7, 2008 before me, Ariana Monroy, Notary Public
(Here insert name and title of the officer)

personally appeared Robert M. Walls and Dina C. Walls

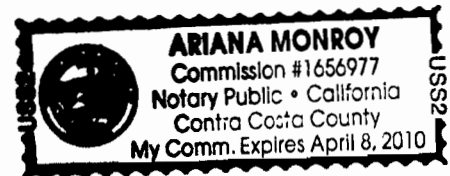
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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WITNESS my hand and official seal.

APR 24 2008



Ariana Monroy
Signature of Notary Public

WATER RESOURCES DEPT
SALEM OREGON
(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 3/7/08

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____



I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

After recording, return to:
Mark S. Bartholomew
717 Murphy Road
Medford, OR 97504

ORS 554.180 LANDOWNERS' NOTICE
for
CROWFOOT ROAD WATER IMPROVEMENT DISTRICT,
An Oregon Nonprofit Corporation
Registry # 460646-97

The owners of the land listed below (the "Land") have incorporated themselves as Crowfoot Road Water Improvement District (the "Corporation"), and the Land shall be improved as described in the Articles of Incorporation and Amendments thereto recorded in the Office of the Secretary of State and the office where deeds and other instruments affecting the title to real property are recorded in Jackson County, Oregon.

The land shall be subject to the lien of any assessments thereon by the Corporation for its works and the improvement of the land as described in the Corporation's Articles of Incorporation, Articles of Amendment, and under the provisions of ORS 554.005 to 554.340.

The Land is described as follows:

Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

(SIGNATURES ON FOLLOWING PAGES)

///

ORS 554.180 LANDOWNERS' NOTICE
Page 1 of 3

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SALEM, OREGON

DATED this 8 day of February, 2008.

Robert M. Walls
Robert M. Walls

STATE OF California)
) ss.
County of _____)

On this ____ day of _____, 200__, personally appeared the above-named Robert M. Walls, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for _____
My Commission Expires: _____

Dina C. Walls
Dina C. Walls

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 200__, personally appeared the above-named Dina C. Walls, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for _____
My Commission Expires: _____

///
///
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///
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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

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SALEM, OREGON

On February 8, 2008 before me, Ariana Monroy, Notary Public
(Here insert name and title of the officer)

personally appeared Robert M. Walls and Dina C. Walls

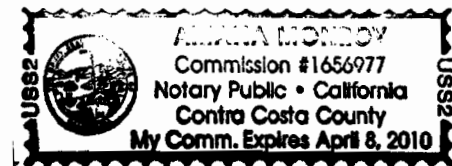
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ariana Monroy
Signature of Notary Public

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SALEM OREGON (Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

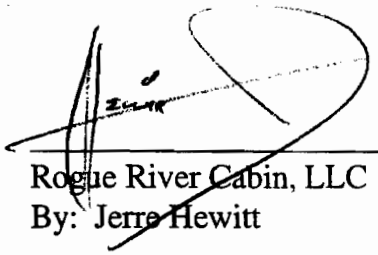
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

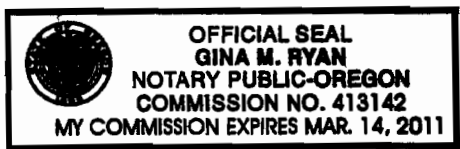
- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____


Rogue River Cabin, LLC
By: Jerre Hewitt

STATE OF OREGON)
) ss.
County of Jackson)

On this 23^d day of Jan., 2008, personally appeared the above-named Jerre Hewitt, member of Rogue River Cabin, LLC, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Gina M. Ryan
My Commission Expires: 03-14-2011



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MAR 26 2008
WATER RESOURCES DEPT
SALEM OREGON

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EXHIBIT A

The Southwest quarter of the Southeast quarter of Section 32, Township 33 South, Range 1 East of the Willamette Meridian, and part of the North half of the Southeast quarter of Section 32, Township 33 South, Range 1 East of the Willamette Meridian, which lies Southerly of the center line of the Rogue River.

(Map No. 331E32, Tax Lot 301, Account No. 1-021928-1, Code 9-02)

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EXHIBIT B

The Southeast Quarter of the Southeast Quarter of Section 32 in Township 33 South,
Range 1 East of the Willamette Meridian in Jackson County, Oregon.

(Map No. 331E32, Tax Lot 1400, Account No. 1-021944-2, Code 9-02)

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EXHIBIT C

Commencing at the northwest one-sixteenth corner of Section 32, Township 33 South Range 1 East of the Willamette Meridian in Jackson County, Oregon; thence South 88°10'54" West along the north line of the Southwest Quarter of the Northwest Quarter of said Section 155.64 feet; thence continue South 88°10'54" West along said north line, 850 feet, more or less, to a point on the southwesterly right of way line of State Highway Number 62, said point being also the True Point of Beginning; thence Southeasterly along said right of way line, 45.2 feet, more or less, to a point which bears North 54°26'31" East 1.0 feet, more or less, from a 5/8" diameter steel pin witness monument; thence South 54°26'31" West 1.00 feet, more or less, to said witness monument; thence continue South 54°26'31" West 55.71 feet to a 5/8" diameter steel pin witness monument; thence continue South 54°26'31" West 83 feet, more or less, to a point on the center line of the Rogue River; thence Southeasterly and Northeasterly along said river center line to a point on the east line of said Southwest Quarter of the Northwest Quarter of Section 32; thence continue Northeasterly and Southeasterly along said river center line to a point on the east line of the Southwest Quarter of said Section 32; then south 0°53'11" West to the south quarter corner of said Section; thence North 89°57'31" West 1332.795 feet to the southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North 1°02'25" East 2625.68 feet to the center west once-sixteenth corner of said Section 32; thence South 89°41'32" West 1325.885 feet to the west quarter corner of said Section 32; thence North 0°51'51" East 1295.415 feet to the northwest corner of said Southwest Quarter of the Northwest Quarter; thence North 88°10'54" East 322 feet, more or less, to the True Point of Beginning.

(Code 9-2, Portion Account #121927-2, Map #331E32, Portion Tax Lot #300)

Together with a perpetual easement for utilities and appurtenant rights thereto, being 10 (ten) feet in width with the west line thereof described as follows:

Commencing at the Northwest one-sixteenth corner of Section 32, Township 33 South, Range 1 East, Willamette Meridian in Jackson County, Oregon; thence North 0°52'32" East 1330.415 feet to the Northwest corner of the Northeast quarter of the Northwest quarter of said section; being the true point of beginning of this easement; then South 0°52'32" West, 1330.415 feet to the Northwest one-sixteenth corner; thence continue South 0°52'32" West to a 5/8 inch steel pin on the boundary of that tract of land described in Instruction No. 95-31218 of the Official Records of Jackson County, Oregon and designated therein as "Adjusted Tax Lot 200"; thence continue along said boundary, South 9°37'41" East, 130.01 feet to a 5/8 inch steel pin and witness monument; thence continue South 9°37'41" East 4.4 feet, to the northerly right of way line of State Highway No. 62 and the terminus of this easement.

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Walls

"SUPERIOR SERVICE WITH COMMITMENT AND RESPECT FOR CUSTOMERS AND EMPLOYEES"

January 29, 2008



WATER RIGHTS SOLUTIONS, LLC
HOLLIE CANNON
RE: 331E32 TL 1400

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This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds; indiscriminate use only benefiting intermediaries will not be permitted. Said service may be discontinued. No liability is assumed for any errors in this report.

Thank you!

*Mandie Clark & Amanda Parke
1501 East McAndrews Road
Medford, OR, 97504
Phone 541-608-3662 Fax 541-779-3506*

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Jackson County Official Records 2005-022047
R-WD
Cnl=1 Sln=3 MORGANS 04/19/2008 02:30:00 PM
\$5.00 \$5.00 \$11.00 Total:\$21.00



THIS SPACE RESERVED FOR

I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk's records.
Kathleen S. Beckett - County Clerk

After recording return to:
ROBERT M. WALLS
1091 PEREIRA ROAD
MARTINEZ, CA 94553

Until a change is requested all tax statements shall be sent to The following address:

ROBERT M. WALLS
1091 PEREIRA ROAD
MARTINEZ, CA 94553

Escrow No. AP0767926

STATUTORY WARRANTY DEED

WM. FRASER BROOKS and DEBRA ANN BROOKS, husband and wife, Grantor(s) hereby convey and warrant to ROBERT M. WALLS and DINA C. WALLS, husband and wife, Grantee(s) the following described real property in the County of JACKSON and State of Oregon, free of encumbrances except as specifically set forth herein:

The Southeast Quarter of the Southeast Quarter of Section 32 in Township 33 South, Range 1 East of the Willamette Meridian in Jackson County, Oregon.

(Map No. 331E22, Tax Lot 1400, Account No. 1-021944-2, Code 9-02)

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE.

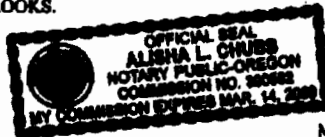
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 11 day of April 2005

Wm Fraser Brooks
WM. FRASER BROOKS
Debra Ann Brooks
DEBRA ANN BROOKS

State of Oregon
County of JACKSON

This instrument was acknowledged before me on April 11, 2005 by WM. FRASER BROOKS and DEBRA ANN BROOKS.



[Signature]
(Notary Public for Oregon)

My commission expires 3-14-09

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Walls

"SUPERIOR SERVICE WITH COMMITMENT AND RESPECT FOR CUSTOMERS AND EMPLOYEES"

January 29, 2008



WATER RIGHTS SOLUTIONS, LLC
HOLLIE CANNON
RE: 331E32 TL 301

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This title information has been furnished, without charge, in conformance with the guidelines approved by the State of Oregon Insurance Commissioner. The Insurance Division cautions intermediaries that this service is designed to benefit the ultimate insureds; indiscriminate use only benefiting intermediaries will not be permitted. Said service may be discontinued. No liability is assumed for any errors in this report.

Thank you!
Mandie Clark & Amanda Parke
1501 East McAndrews Road
Medford, OR, 97504
Phone 541-608-3662 Fax 541-779-3506

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764007-KA

b



Jackson County Official Records 2005-003953
R-ND
Cht#1 Sht#10 CUTTING 01/24/2005 02:30:00 PM
\$10.00 \$5.00 \$11.00 Total: \$26.00



1 Kathleen S. Beckett, County Clerk for Jackson County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
records.
Kathleen S. Beckett - County Clerk

THIS SPACE RESERVED

After recording return to:
DINA C. WALLS

Until a change is requested all
tax statements shall be sent to
The following address:

DINA C. WALLS
1001 Per Pira Rd
Martinez, CA 94553

Escrow No. AP0764007

STATUTORY WARRANTY DEED

W. Lael Prock, Trustee of the Revocable Trust of W. Lael Prock w/d 6-2-97 as to an undivided 1/3 interest and Lael Prock aka W. Lael Prock, as successor trustee for Christopher Prock, Eric Prock, Summer Prock, and Jola Prock as to an undivided 2/3 interest as tenants in common., Grantor(s) hereby convey and warrant to ROBERT M. WALLS and DINA C. WALLS, husband and wife, Grantee(s) the following described real property in the County of JACKSON and State of Oregon, free of encumbrances except as specifically set forth herein:

The Southwest quarter of the Southeast quarter of Section 32, Township 33 South, Range 1 East of the Willamette Meridian, and part of the North half of the Southeast quarter of Section 32, Township 33 South, Range 1 East of the Willamette Meridian, which lies southerly of the center line of the Rogue River.

(Map No. 331E32, Tax Lot 301, Account No. 1-021928-1, Code 9-02)

TL 301 33 1E 32

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 20th day of January 2005.

W. LAEL PROCK TRUST
BY: W. Lael Prock Trustee
W. LAEL PROCK, TRUSTEE

Lael Prock - W. Lael Prock
LAEL PROCK AKA W. LAEL PROCK
CHRISTOPHER PROCK

ERIC PROCK

JOLA PROCK AKA Jola Prock

Summer L Prock
Summer Prock

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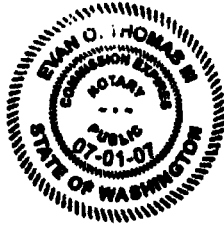
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State of Washington

County of JACKSON

On this day personally appeared before me W. LAEL PROCK AS TRUSTEE OF THE W. LAEL PROCK TRUST, LAEL PROCK AKA W. LAEL PROCK AS AN INDIVIDUAL, CHRISTOPHER PROCK AS AN INDIVIDUAL, ERIC PROCK AS AN INDIVIDUAL and JOLA PROCK AS AN INDIVIDUAL to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 20th day of January, 2005.



Evan O. Thomas
Printed Name: EVAN O. THOMAS
Notary Public in and for the State of
Washington residing at Wenatchee Island
My appointment expires 7-1-07

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Brook Geffen

From: Rice, Laurie NWP [Laurie.Rice@usace.army.mil]
Sent: Tuesday, July 15, 2008 2:18 PM
To: Armour, Arthur NWP; Brook Geffen
Subject: RE: Agreement to store water in Lost Creek Reservoir

Hi Brook,
As Art said below, we set up our own tracking system for use internally by our Finance and Accounting office. The agreement number for Crowfoot Road is WSA-07-LOS-002.

Thanks,
Laurie Rice, P.E.
US Army Corps of Engineers
Portland District
Reservoir Regulation & Water Quality
Phone: (503) 808-4887 Fax: (503) 808-4875 <http://www.nwp.usace.army.mil>

-----Original Message-----

From: Armour, Arthur NWP
Sent: Tuesday, July 15, 2008 11:31 AM
To: 'Brook Geffen'
Cc: Rice, Laurie NWP
Subject: RE: Agreement to store water in Lost Creek Reservoir

Brook,

I believe Laurie Rice from our office has set up an agreement number tracking system. It is not a national numbering system but something we use in our office. She will email you and let you know.

Cheers, Art

-----Original Message-----

From: Brook Geffen [mailto:geffenba@wrд.state.or.us]
Sent: Tuesday, July 15, 2008 11:21 AM
To: Armour, Arthur NWP
Subject: RE: Agreement to store water in Lost Creek Reservoir

Oh, so there is not agreement number or tracking number?

Thanks!

Brook A. Geffen
Oregon Water Resources Department
725 Summer St. NE Suite A
Salem, Oregon 97301
(503)986-0808

-----Original Message-----

From: Armour, Arthur NWP [mailto:Arthur.Armour@usace.army.mil]
Sent: Tuesday, July 15, 2008 11:16 AM
To: Brook Geffen
Cc: Rice, Laurie NWP
Subject: RE: Agreement to store water in Lost Creek Reservoir

Brook,

The Water Supply Agreement is binding and entities outside the U.S. Corps of Engineers should consider it a contract. The agreement, once signed by all parties, is a final document and no further documents are required by the U.S. Army Corps of Engineers to secure storage space in the reservoir.

Cheers, Art

-----Original Message-----

From: Brook Geffen [mailto:geffenba@wrd.state.or.us]

Sent: Tuesday, July 15, 2008 10:54 AM

To: Armour, Arthur NWP

Subject: Agreement to store water in Lost Creek Reservoir

Arthur:

Thanks for taking a moment to chat with me. If I am understanding you correctly, the Water Storage Agreement between the Department of the Army and Crowfood Road Water Improvement District, Jasccksonville, Oregon (to use an estimated 5-acre feet of water) is a binding agreement and is equivalent to a "contract" between the two. Is that correct?

Also, if there is an agreement number or tracing number for this agreement, can I get that from you.

Thanks,

Brook

Brook A. Geffen

Oregon Water Resources Department

725 Summer St. NE Suite A

Salem, Oregon 97301

(503)986-0808

WATER STORAGE AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND

CROWFOOT ROAD WATER IMPROVEMENT DISTRICT, JACKSONVILLE, OREGON

FOR
ORIGINALLY AUTHORIZED WATER STORAGE SPACE IN
LOST CREEK LAKE PROJECT, OREGON

THIS AGREEMENT, entered into this 14 day of April, 2008, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and Crowfoot Road Water Improvement District (hereinafter called the "User");

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1962 (Public Law 87-874Congress), authorized the construction, operation, and maintenance of the Lost Creek Lake Project on the Rogue River, Oregon, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage included in the Project for municipal and industrial water supply, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement including those required by Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962d-5d) (as amended).

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Construction. The Government, subject to the directions of Federal law and any limitations imposed thereby, has designed and constructed the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 0.0016 percent (estimated to contain 5 acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (4) of Exhibit B-I) between elevations 1,872 feet and 1,751 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 308,250 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for

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municipal and industrial water supply.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefore, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply. The total available remaining storage space in the Project will then be divided among the various Project features in the same ratio as was initially utilized. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities, which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space. ?

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Project First Cost.

(1). The User shall repay to the Government in a lump sum payment the amounts stated below which, as shown in Exhibit B-III attached to and made a part of this agreement, constitute the entire actual amount of the Project first cost (which includes the construction cost of \$3,030, interest during construction of \$341, interest accrued following the end of the 10-year interest free period date of 25 June 1992 in the amount of \$2,255, and present value of joint-use cost of operation and maintenance for a 30-year period of \$1,267) allocated to the water storage right acquired by the User under this agreement. This total Project first cost assigned to the User is \$6,893. The interest rate to be used for purposes of computing interest during construction and accrued interest will be the coupon rate as determined by the Secretary of the Treasury on the basis set forth in the Water Supply Act of 1958, Title III of PL 85-500. For the Project, construction of which was initiated in FY1968 this interest rate is 3.253 percent.

(2). The Project first cost (\$6,893) shall be due and payable within 30 days after the User is notified by the District Engineer that this agreement is executed.

(3). An estimated schedule of annual payments for the water supply storage is attached as Exhibit "C" of this agreement. The annual payments as provided therein shall be made subject to Article 6.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay 0.0036 percent of the cost of joint-use RR&R of Project features. Payment of these costs shall be made incrementally during construction or in lump sum (including interest during construction at the rate determined in accordance with Section 932 of the Water Resources Development Act of 1986, P.L. 99-662) upon completion of construction.

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c. Annual Operation and Maintenance (O&M) Expense. The User will be required to pay, after expiration of 30 years from the effective date of this agreement, 0.003 percent of the annual experienced joint-use O&M expense of the Project.

Payments for O&M expense are due and payable in advance on the date for payment of Project first cost as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article, subject to redetermination of costs as provided for in Article 6, in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. If the User shall fail to make any of the aforesaid payments when due, then the overdue payments shall bear interest compounded annually until paid. The interest rate to be used for overdue payments due under the provisions of Articles 5a, 5b, 5c and 5d above shall be that determined by the Department of Treasury's Treasury Financial Manual (1 TFM 6-8000, "Cash Management"). The amount charged on payments overdue for a period of less than one year shall be figured on a monthly basis. A month's interest will be charged for any portion of each month that the payment is delinquent. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Adjustment to Project First Cost. The Project first cost shown in this agreement and in the exhibits is based on actual final construction costs. Any further investment costs accruing to the User's water storage right shall be repaid under repair, rehabilitation and replacement (RR&R) costs if capitalized, or under operation and maintenance (O&M) expense if not capitalized.

ARTICLE 7 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 8 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.

b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.

c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall

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redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

(1). Continued operation by the User of such part of the facility, as is necessary for utilization of the water supply storage space allocated to it;

(2). Terms which will protect the public interest; and,

(3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 9 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 10 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 11 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 12 - Covenant Against Contingent Fees. The User warrants that no person or selling agency

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has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 13 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

- a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;
- b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion;
- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

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ARTICLE 14 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit D) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit E and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 15 - Definitions.

a. Originally authorized water storage. Municipal and industrial water supply storage which was included as a project purpose when the project was authorized.

b. Project first cost. The initial cost of the Project, including land acquisition, construction, and interest during construction on the value of land, labor, and materials used for planning and construction of the Project plus the accrued interest on these costs following the end of the 10-year interest free period.

c. Interest Payments.

(1). Interest during construction. An amount of interest, which accrues on expenditures for the establishment of Project services during the period between the actual outlay and the time the Project is first made available for water storage.

(2). Accrued interest. An amount of interest compounded following the end of the 10-year interest free period until payments begin to be made. If payments are made in "lump sum" following completion of construction, "accrued interest" will not be applicable.

(3). Interest on the unpaid balance. When the Project is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

d. Specific costs. The costs of Project features normally serving only one particular Project purpose.

e. Joint-use costs. The costs of features used for any two or more Project purposes.

f. Plant-in-service date. This date is the date that the Project is physically available to initiate deliberate impoundment for water supply purposes.

g. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the daily Project O&M costs as well as those O&M costs, which are not capitalized.

h. Repair, rehabilitation and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with initial Project first cost. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term "reconstruction" used in Article 8 "Permanent Rights to Storage" shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.

i. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.

j. Life of the Project. This is the physical life of the Project.

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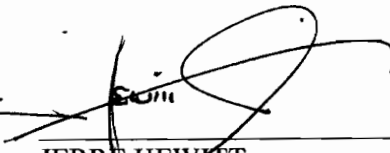
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k. District Engineer. Refers to the District Engineer of the Portland District of the United States Army Corps of Engineers, or his/her successor or designee.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

CROWFOOT ROAD WATER IMPROVEMENT DISTRICT



THOMAS E. O'DONOVAN
Colonel, U.S. Army
District Commander/District Engineer

JERRE HEWITT
Manager
Crowfoot Road Water Improvement District

DATE: April 11, 2008

DATE: March 12, 2008

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EXHIBIT A: CERTIFICATION

I Mark Bartholomew, Attorney for the Crowfoot Road Water Improvement District, have reviewed the foregoing agreement executed by Terre Howitt, and as principal legal officer of/for the Crowfoot Road Water Improvement District certify that I have considered the legal effect of Section 221 of the 1970 Flood Control Act (Public Law 91-611) and find that the User is legally and financially capable of entering into the contractual obligations contained in the foregoing agreement and that, upon acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this 13th day of March 20 08.



MARK BARTHOLOMEW

Attorney for Crowfoot Road Water
Improvement District

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EXHIBIT B: COST COMPUTATIONS

I - LAKE STORAGE

Feature (1)	Elevation (feet, NGVD) (2)		Usable Storage (ac-ft) 1/ (3)	Percent of	
				Usable Conservation Storage 2/ (4)	Water Supply Storage 3/ (5)
Seasonal Flood Control	1872	1812	180,000		
Seasonal Conservation	1812	1751	128,250	100	
Water Supply	1872	1751	(10,000)	3.2441	100
Crowfoot Road Water Improvement District, 2008			(5)	0.0016	0.050
Angler's Cove/Shady Cove Heights Water Company, 2008			(5)	0.0016	0.050
Rogue Aggregates, 2008			(5)	0.0016	0.050
Shady Cove Waterworks, LLC, 2006			(100)	0.0324	1.000
Pvt Corp of Magma Stone Products, 2002			(2)	0.0006	0.020
City of Shady Cove, 2002			(12)	0.0039	0.120
City of Ashland, 2002			(1001)	0.3247	10.010
City of Talent, 2002			(1292)	0.4191	12.920
City of Shady Cove, 1998			(3)	0.0010	0.030
City of Jacksonville, 1996			(400)	0.1298	4.000
City of Phoenix, 1991			(600)	0.1946	6.000
City of Phoenix, 1982			(400)	0.1298	4.000
Fisheries Release	1872	1751	(125,000)	40.5515	
Irrigation	1872	1751	(35,000)	11.3544	
Inactive	1751	1640	122,250		
Dead	1640	1550	21,000		
Sedimentation (100 year)			13,500		
Total Usable Storage			308,250		

Notes:

1/ Storage remaining after 100 years of sedimentation from the date the project is operational. It is estimated that 135 acre feet of sedimentation will occur annually, half (67.5 acre feet) in the area inactive space.

2/ This percent is used to compute the Users storage space (see Article 1b(1)).

3/ This percent is used to compute the Users cost (see Exhibit B-III and B-IV).

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EXHIBIT B: (Continued)

II - ALLOCATION OF ACTUAL CONSTRUCTION COST

Feature	Cost (\$000)		Percent of Project Joint-Use Construction Cost
	Total	Sub	
Flood Control	\$44,407,000		
Specific		\$26,000	
Joint-use		\$44,381,000	52.673
Recreation	\$11,420,000		
Specific		\$10,142,000	
Joint-use		\$1,278,000	1.517
Water Supply	\$6,060,000		
Specific		\$0	
Joint-use		\$6,060,000	7.192
Irrigation	\$7,007,000		
Specific		\$0	
Joint-use		\$7,007,000	8.316
Power	\$37,925,000		
Specific		\$19,255,000	
Joint-use		\$18,670,000	22.158
Fish & Wildlife	\$10,824,000		
Specific		\$3,962,000	
Joint-use		\$6,862,000	8.144
Total	\$117,643,000		100.00

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EXHIBIT B: (Continued)

III – PROJECT FIRST COST TO BE REPAYED BY USER FOR WATER SUPPLY STORAGE

Computation	Cost
Joint-use construction cost for 5 acre-feet of water supply storage (0.05% x \$6,060,000)	\$3,030
Interest during construction on the joint-use construction cost	\$341
Cost of specific water supply facilities	\$0
Subtotal (Investment Cost)	\$3,371
Interest accrued from the end of the 10-year interest-free period (25 Jun 1992) to date of this agreement (estimated to be 01 Apr 2008)	\$2,255
Present value of estimated joint-use costs of operation and maintenance (\$78) increasing at a growth rate of 2.4% annually for a 30-year period, discounted at a rate of 7.457%	\$1,267
TOTAL PROJECT FIRST COST	\$6,893

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EXHIBIT B: (Continued)

IV- TOTAL ANNUAL COST TO USER FOR WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Total project first cost (from Exhibit B-III)	N/A for this agreement due to lump sum payment	N/A
Operation & Maintenance <u>1/</u>	Joint-use estimated based on five year average	$0.05\% \times 5.97\% \text{ 2/ } \times \$2,612,841$	\$78
Subtotal Annual Cost			\$78
Repair, rehabilitation and replacement <u>4/</u>	Joint-use estimated based on five year average	$0.05\% \times 7.19\% \times \text{ 3/ } \times \$46,030$	\$2
TOTAL			\$80

Notes:

1/ Payment due and payable on the date specified in Article 5(a)(2) after the end of the 30-year period.

2/ Percent of Project joint-use operation and maintenance cost allocated to water supply.

3/ Percent of Project joint-use repair, rehabilitation and replacement cost allocated to water supply.

4/ Repair, rehabilitation and replacement costs are payable only when incurred as specified in Article 5(b).

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EXHIBIT C: AMORTIZATION SCHEDULE PRESENT DEMAND 1/

1/ Not applicable for this agreement due to lump sum payment prior to initiation of use.

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EXHIBIT D: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap 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 Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

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THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date March 12, 2008

CROWFOOT ROAD WATER
IMPROVEMENT DISTRICT

By



JERRE HEWITT
Manager, Crowfoot Road Water
Improvement District

Address:
560 Grove St.
Jacksonville, OR 97530

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EXHIBIT E: CERTIFICATION REGARDING LOBBYING

LOST CREEK LAKE PROJECT, OREGON

CROWFOOT ROAD WATER IMPROVEMENT DISTRICT

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the Crowfoot Road Water Improvement District, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CROWFOOT ROAD WATER IMPROVEMENT DISTRICT

BY



JERRE HEWITT

Manager, Crowfoot Road Water Improvement District

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