




DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

MEMORANDUM

DATE: August 27, 2007

TO: Teri Hranac, Adjudications Specialist
Oregon Water Resources Department

FROM: Jesse D. Ratcliffe, Assistant Attorney General 
Natural Resources Section

SUBJECT: Klamath Adjudication – Case No. 120, Claim No. 144, Contest Nos.
2044, 3138, 3828 and 4169 / DOJ File No. 690-600-GN0524-01

Enclosed with this memorandum is the original, fully executed Stipulation to Resolve Contests and Certificate of Service which I am providing so that you can make it part of OWRD's original record. Copies of all documents were e-mailed and mailed to all parties, together with a letter advising them that the case would be withdrawn from OAH by the Adjudicator, pursuant to OAR 137-003-0515(4).

This case is now ready for withdrawal from OAH at the Adjudicator's convenience.

Enclosures
JDR/tmc:GENV1197

HARDY MYERS
Attorney General



PETER D. SHEPHERD
Deputy Attorney General

DEPARTMENT OF JUSTICE
GENERAL COUNSEL DIVISION

August 27, 2007

TO ALL PARTIES:

Re: Klamath Adjudication – Case No. 120 , Claim No. 144, Contest Nos. 2044, 3138,
3828, and 4169
DOJ File No. 690-600-GN0524-01

Dear Parties:

Enclosed for your records is a fully executed copy of the Stipulation to Resolve Contests and Certificate of Service in the above-entitled matter. This agreement resolves all the remaining issues in this case. Accordingly, the Oregon Water Resources Department will withdraw this case from the Office of Administrative Hearings, pursuant to OAR 137-033-0515(4).

Thank you very much for your courtesies and cooperation in resolving this matter.

Sincerely,

Jesse D. Ratcliffe
Assistant Attorney General
Natural Resources Section

JDR:tmc/GENV1185
Enclosure
c: Service List

BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF OREGON
for the
WATER RESOURCES DEPARTMENT

In the Matter of the Determination of the Relative Rights of the Waters of the Klamath River,
a Tributary of the Pacific Ocean

~~Horsefly Irrigation District; Langell Valley
Irrigation District; Medford Irrigation District;
Rogue River Valley Irrigation District; United
States Bureau of Reclamation; The Klamath
Tribes;~~
Contestants,

STIPULATION TO RESOLVE
CONTESTS 2044 AND 3828 TO
CLAIM 144

Consolidated Case No. 118

Claim: 144

v.

Contests: 2044, ~~3138~~,¹ 3828, and ~~4169~~²

Jeld-Wen, Inc. (Running Y Ranch);
Claimant/Contestant.

INTRODUCTION

Claimant JELD-WEN, inc. (Running Y Ranch) (“Claimant”) and Contestant the United States of America (the “United States”) (“Contestant”) (the Claimant and Contestant together as the “Parties”), and the Oregon Water Resources Department (“OWRD”), agree and stipulate as follows:

A. STIPULATED FACTS

1. On January 15, 1991, Claimant’s predecessor-in-interest filed Claim 144 with OWRD. The claimed place of use for Claim 144 is certain real property located in portions of Sections 29, 31, 32, and 33, Township 37 South, Range 8 East of the Willamette Meridian (“W.M.”), and Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 20, 21, 22, 27, 28, 29, and 34, Township 38 South, Range 8 East, W.M.

¹ Horsefly and Langell Valley Irrigation Districts voluntarily withdrew from Contest 3138 on May 28, 2002. Medford and Rogue River Valley Irrigation Districts’ Contest 3138 was resolved by stipulation. *See* STIPULATION TO RESOLVE CONTEST 3138 AGAINST CLAIM 144 dated March 23, 2006.

² The Klamath Tribes voluntarily withdrew, without prejudice, Contest 4169. *See* KLAMATH TRIBES’ WITHDRAWAL OF CONTESTS dated August 14, 2006.

2. On October 4, 1999, OWRD issued its Preliminary Evaluation of Claim 144, preliminarily approving the claim.

3. The following contests were filed to Claim 144: Contest 2044, filed by Claimant's predecessor-in-interest; Contest 3138, filed by Horsefly, Langell Valley, Rogue River Valley, and Medford Irrigation Districts; Contest 3828, filed by the United States of America; and Contest 4169, filed by the Klamath Tribes. Langell Valley and Horsefly Irrigation Districts voluntarily withdrew from Contest 3138 on May 28, 2002. Medford and Rogue River Valley Irrigation Districts' Contest 3138 was resolved by stipulation. *See* Stipulation to Resolve Contest 3138 Against Claim 144 dated March 23, 2006. The Klamath Tribes voluntarily withdrew, without prejudice, Contest 4169 on August 14, 2006. Contests 2044 and 3828 are collectively referred to hereinafter as the "Contests."

4. The Parties and OWRD agree the Contests can be resolved without the need for further proceedings, pursuant to the terms below.

B. TERMS AND CONDITIONS

1. The Parties and the OWRD agree that Claim 144 should be approved by the Adjudicator as described below:

a. **SOURCE:** Upper Klamath Lake, tributary to Klamath River.

b. **LOCATION OF POINTS OF DIVERSION:**

Point of Diversion ("POD") #1: Government Lot 3, NENW, Section 32, Township 37 South, Range 8 East, W.M.

POD #2: SESE, Section 29, Township 37 South, Range 8 East, W.M.

POD #3: Government Lot 5, SENW, Section 7, Township 38 South, Range 8 East, W.M. The approximate location of the PODs is shown on the map included in OWRD Exhibit 1 at page 155, a true and correct copy of which map is attached hereto at **Exhibit A** (the "Claim Map").

- c. **USE:** Irrigation of 5569.5 acres (1194.4 acres POD #1, 424.0 acres POD #2, 3951.1 acres POD #3) and livestock watering of 4500 head (PODs #1, #2, and #3). To facilitate livestock watering, water may be diverted as reasonably necessary to transport the water and to prevent the ditches and channels from being completely frozen, but at no time shall more water be diverted than has been historically diverted for beneficial use and is reasonably necessary to transport the water and to prevent the ditches and channels from being completely frozen.
- d. **DIVERSION RATE:** 69.32 cubic feet per second (“cfs”) for irrigation, with 14.93 cfs for irrigation from POD #1, 5 cfs for irrigation from POD #2, and 49.39 cfs for irrigation from POD #3; and 54,000 gallons per day (“gpd”) from PODs #1, #2, and #3 (combined) for livestock watering
- e. **DUTY:** 3.0 acre-feet/acre
- f. **PERIOD OF USE:** January 1 through December 31 for irrigation and for livestock watering
- g. **PRIORITY DATE:** December 31, 1889
- h. **PLACE OF USE:**
 Use of water under Claim 144 on the following place of use, when combined with use of water under any other right adjudicated in the Klamath Basin Adjudication for any portion or all of the same place of use, may not exceed the rate and duty necessary for beneficial use as determined in the Klamath Basin Adjudication.
 - i. **PLACE OF USE FOR DIVERSION FROM POD #1:**
 - NE ¼ SE ¼ 39.6 ACRES IRRIGATION AND LIVESTOCK
 - SE ¼ SE ¼ 22.5 ACRES IRRIGATION AND LIVESTOCK
 - LOT 1 SW ¼ NE ¼ 18.0 ACRES IRRIGATION AND LIVESTOCK
 - LOT 1 NE ¼ NE ¼ 0.9 ACRES IRRIGATION AND LIVESTOCK

LOT 1 SE ¼ NE ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK

LOT 2 NW ¼ SE ¼ 8.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 31, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

SW ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SE ¼ NE ¼ 18.2 ACRES IRRIGATION AND LIVESTOCK

SE ¼ NW ¼ 37.9 ACRES IRRIGATION AND LIVESTOCK

NE ¼ SW ¼ 38.8 ACRES IRRIGATION AND LIVESTOCK

NW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

NE ¼ SE ¼ 32.5 ACRES IRRIGATION AND LIVESTOCK

NW ¼ SE ¼ 39.1 ACRES IRRIGATION AND LIVESTOCK

SW ¼ SE ¼ 37.9 ACRES IRRIGATION AND LIVESTOCK

SE ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

LOT 1 NE ¼ NE ¼ 4.7 ACRES IRRIGATION AND LIVESTOCK

LOT 2 NW ¼ NE ¼ 25.0 ACRES IRRIGATION AND LIVESTOCK

LOT 3 NE ¼ NW ¼ 13.4 ACRES IRRIGATION AND LIVESTOCK

LOT 4 SW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

LOT 4 NW ¼ NW ¼ 8.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 32, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

SW ¼ SW ¼ 6.1 ACRES IRRIGATION AND LIVESTOCK

SECTION 33, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

NW ¼ NW ¼ 19.8 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 33.7 ACRES IRRIGATION AND LIVESTOCK
LOT 10 NW ¼ SW ¼ 2.0 ACRES IRRIGATION AND LIVESTOCK
LOT 11 NE ¼ SW ¼ 0.4 ACRES IRRIGATION AND LIVESTOCK
LOT 15 SW ¼ SW ¼ 20.8 ACRES IRRIGATION AND LIVESTOCK

SECTION 4, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 38.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NE ¼ 38.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 35.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NW ¼ 35.6 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 10.4 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 39.8 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 19.8 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 21.7 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SE ¼ 37.0 ACRES IRRIGATION AND LIVESTOCK
LOT 1 NE ¼ SW ¼ 0.8 ACRES IRRIGATION AND LIVESTOCK
LOT 2 W ½ SE ¼ 1.9 ACRES IRRIGATION AND LIVESTOCK
LOT 3 S ½ SE ¼ 48.9 ACRES IRRIGATION AND LIVESTOCK

SECTION 5, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 2.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 6, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 12 NE ¼ NE ¼ 2.6 ACRES IRRIGATION AND LIVESTOCK

SECTION 8, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 1 NE ¼ NW ¼ 6.2 ACRES IRRIGATION AND LIVESTOCK

LOT 2 SE ¼ NW ¼ 7.4 ACRES IRRIGATION AND LIVESTOCK

LOT 8 SW ¼ NW ¼ 3.9 ACRES IRRIGATION AND LIVESTOCK

LOT 8 NW ¼ NW ¼ 34.2 ACRES IRRIGATION AND LIVESTOCK

LOT 9 NE ¼ NW ¼ 19.2 ACRES IRRIGATION AND LIVESTOCK

LOT 10 SE ¼ NW ¼ 6.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 9, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

ii. **PLACE OF USE FOR DIVERSION FROM POD #2**

SE ¼ SE ¼ 1.1 ACRES IRRIGATION AND LIVESTOCK

SECTION 29, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

SE ¼ NE ¼ 20.2 ACRES IRRIGATION AND LIVESTOCK

NE ¼ SE ¼ 5.8 ACRES IRRIGATION AND LIVESTOCK

LOT 1 NE ¼ NE ¼ 31.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 32, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

NW ¼ SW ¼ 38.6 ACRES IRRIGATION AND LIVESTOCK

SW ¼ SW ¼ 32.6 ACRES IRRIGATION AND LIVESTOCK

LOT 5 SE ¼ SW ¼ 36.9 ACRES IRRIGATION AND LIVESTOCK

LOT 5 SW ¼ SE ¼ 4.0 ACRES IRRIGATION AND LIVESTOCK

LOT 6 NE ¼ SW ¼ 8.4 ACRES IRRIGATION AND LIVESTOCK

LOT 7 SW¼ NW ¼ 27.3 ACRES IRRIGATION AND LIVESTOCK

LOT 8 NW ¼ NW ¼ 9.5 ACRES IRRIGATION AND LIVESTOCK

SECTION 33, TOWNSHIP 37 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

NW ¼ NW ¼ 19.7 ACRES IRRIGATION AND LIVESTOCK

SW ¼ NW ¼ 5.8 ACRES IRRIGATION AND LIVESTOCK

SE ¼ NW ¼ 39.9 ACRES IRRIGATION AND LIVESTOCK

LOT 1 NW ¼ NE ¼ 1.7 ACRES IRRIGATION AND LIVESTOCK

LOT 2 SW¼ NE ¼ 0.5 ACRES IRRIGATION AND LIVESTOCK

LOT 3 NW ¼ SE ¼ 0.7 ACRES IRRIGATION AND LIVESTOCK

LOT 11 NE ¼ SW ¼ 14.5 ACRES IRRIGATION AND LIVESTOCK

LOT 12 NW ¼ SE ¼ 23.9 ACRES IRRIGATION AND LIVESTOCK

LOT 12 NE ¼ SE ¼ 1.4 ACRES IRRIGATION AND LIVESTOCK

LOT 13 SW ¼ NE ¼ 31.5 ACRES IRRIGATION AND LIVESTOCK

LOT 14 NW ¼ NE ¼ 29.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 4, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

iii. **PLACE OF USE FOR DIVERSION FROM POD #3**

SW ¼ NW ¼ 1.4 ACRES IRRIGATION AND LIVESTOCK

SW ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SE ¼ SE ¼ 39.1 ACRES IRRIGATION AND LIVESTOCK

LOT 3 NE ¼ SE ¼ 1.5 ACRES IRRIGATION AND LIVESTOCK

LOT 5 SE ¼ NW ¼ 9.9 ACRES IRRIGATION AND LIVESTOCK

LOT 6 NW ¼ SW ¼ 14.0 ACRES IRRIGATION AND LIVESTOCK

LOT 6 NE ¼ SW ¼ 8.4 ACRES IRRIGATION AND LIVESTOCK

LOT 8 SE ¼ SW ¼ 32.4 ACRES IRRIGATION AND LIVESTOCK

LOT 8 SW ¼ SW ¼ 0.5 ACRES IRRIGATION AND LIVESTOCK
LOT 9 NE ¼ SW ¼ 31.6 ACRES IRRIGATION AND LIVESTOCK
LOT 9 NW ¼ SW ¼ 0.5 ACRES IRRIGATION AND LIVESTOCK
LOT 10 SE ¼ NW ¼ 10.5 ACRES IRRIGATION AND LIVESTOCK
LOT 14 N ½ SE ¼ 55.8 ACRES IRRIGATION AND LIVESTOCK

SECTION 7, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 3 NW ¼ SW ¼ 1.4 ACRES IRRIGATION AND LIVESTOCK
LOT 4 SE ¼ SW ¼ 1.6 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SW ¼ SE ¼ 2.3 ACRES IRRIGATION AND LIVESTOCK
LOT 6 SE ¼ SE ¼ 1.5 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SE ¼ SE ¼ 26.0 ACRES IRRIGATION AND LIVESTOCK
LOT 8 SW ¼ SE ¼ 29.6 ACRES IRRIGATION AND LIVESTOCK
LOT 9 SE ¼ SW ¼ 34.8 ACRES IRRIGATION AND LIVESTOCK
LOT 10 W ½ SW ¼ 50.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 8, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 6 SE ¼ SW ¼ 9.3 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SW ¼ SW ¼ 25.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 9, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 3 NE ¼ SW ¼ 2.5 ACRES IRRIGATION AND LIVESTOCK
LOT 9 SW ¼ SW ¼ 12.0 ACRES IRRIGATION AND LIVESTOCK
LOT 10 SE ¼ SW ¼ 44.4 ACRES IRRIGATION AND LIVESTOCK
LOT 11 SW ¼ SE ¼ 14.9 ACRES IRRIGATION AND LIVESTOCK

SECTION 15, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SE ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SE ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SE ¼ 38.5 ACRES IRRIGATION AND LIVESTOCK
LOT 4 NE ¼ SE ¼ 13.5 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SW ¼ NE ¼ 30.1 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NE ¼ NW ¼ 38.9 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NW ¼ NE ¼ 10.2 ACRES IRRIGATION AND LIVESTOCK

SECTION 16, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

LOT 2 SW ¼ SW ¼ 34.3 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SW ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 17, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 39.4 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 38.2 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SE ¼ SE ¼ 9.7 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NW ¼ SE ¼ 7.5 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SW ¼ NE ¼ 26.1 ACRES IRRIGATION AND LIVESTOCK
LOT 8 NE ¼ NW ¼ 5.2 ACRES IRRIGATION AND LIVESTOCK

SECTION 18, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 37.9 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 38.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SE ¼ 37.6 ACRES IRRIGATION AND LIVESTOCK
LOT 6 SE ¼ SE ¼ 36.2 ACRES IRRIGATION AND LIVESTOCK

LOT 6 SW ¼ SE ¼ 10.2 ACRES IRRIGATION AND LIVESTOCK
LOT 8 NE ¼ SW ¼ 14.4 ACRES IRRIGATION AND LIVESTOCK
LOT 9 SE ¼ NW ¼ 30.2 ACRES IRRIGATION AND LIVESTOCK
LOT 10 NW ¼ NW ¼ 9.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 20, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 37.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 37.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NE ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NW ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SW ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 37.5 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SE ¼ 37.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK

SECTION 21, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

SW ¼ NE ¼ 37.6 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 32.3 ACRES IRRIGATION AND LIVESTOCK

NW ¼ NW ¼ 18.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 32.9 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 35.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 37.2 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SW ¼ 37.4 ACRES IRRIGATION AND LIVESTOCK
SW ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ SW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SW ¼ SE ¼ 18.5 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NW ¼ SE ¼ 23.6 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NE ¼ SE ¼ 0.9 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SE ¼ NE ¼ 12.2 ACRES IRRIGATION AND LIVESTOCK
LOT 8 NW ¼ NE ¼ 31.8 ACRES IRRIGATION AND LIVESTOCK
LOT 8 NE ¼ NE ¼ 4.1 ACRES IRRIGATION AND LIVESTOCK

SECTION 22, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NW ¼ 39.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SW ¼ 38.4 ACRES IRRIGATION AND LIVESTOCK
NW ¼ SW ¼ 37.2 ACRES IRRIGATION AND LIVESTOCK
NE ¼ SE ¼ 2.5 ACRES IRRIGATION AND LIVESTOCK
LOT 1 NE ¼ NE ¼ 1.6 ACRES IRRIGATION AND LIVESTOCK
LOT 1 NW ¼ NE ¼ 2.6 ACRES IRRIGATION AND LIVESTOCK
LOT 2 SE ¼ NE ¼ 3.6 ACRES IRRIGATION AND LIVESTOCK
LOT 2 SW ¼ NE ¼ 9.4 ACRES IRRIGATION AND LIVESTOCK

LOT 3 NW ¼ SE ¼ 15.5 ACRES IRRIGATION AND LIVESTOCK
LOT 4 SW ¼ SE ¼ 14.9 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SE ¼ SW ¼ 24.3 ACRES IRRIGATION AND LIVESTOCK
LOT 6 SW ¼ SW ¼ 6.2 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SW ¼ SW ¼ 31.5 ACRES IRRIGATION AND LIVESTOCK
LOT 8 SE ¼ SW ¼ 14.0 ACRES IRRIGATION AND LIVESTOCK
LOT 9 NW ¼ SE ¼ 19.6 ACRES IRRIGATION AND LIVESTOCK
LOT 10 SW ¼ NE ¼ 29.0 ACRES IRRIGATION AND LIVESTOCK
LOT 11 NW ¼ NE ¼ 29.8 ACRES IRRIGATION AND LIVESTOCK

SECTION 27, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NW ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
SW ¼ NE ¼ 36.6 ACRES IRRIGATION AND LIVESTOCK
SE ¼ NE ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
NE ¼ NW ¼ 40.0 ACRES IRRIGATION AND LIVESTOCK
LOT 5 SE ¼ SE ¼ 2.9 ACRES IRRIGATION AND LIVESTOCK
LOT 5 NE ¼ SE ¼ 24.8 ACRES IRRIGATION AND LIVESTOCK
LOT 6 NW ¼ SE ¼ 1.5 ACRES IRRIGATION AND LIVESTOCK
LOT 7 SE ¼ NW ¼ 13.0 ACRES IRRIGATION AND LIVESTOCK
LOT 8 NW ¼ NW ¼ 31.6 ACRES IRRIGATION AND LIVESTOCK
LOT 8 SW ¼ NW ¼ 0.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 28, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

LOT 8 NE ¼ NE ¼ 4.4 ACRES IRRIGATION AND LIVESTOCK

SECTION 29, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

NE ¼ NW ¼ 3.9 ACRES IRRIGATION AND LIVESTOCK

NW ¼ NW ¼ 16.1 ACRES IRRIGATION AND LIVESTOCK

SECTION 34, TOWNSHIP 38 SOUTH, RANGE 8 EAST, W.M.

The 5569.5 acres are shown more particularly on the Claim Map attached hereto as

Exhibit A.

2. The Parties and OWRD agree that under the terms and provisions of this Stipulation, the Contests have been satisfactorily resolved, and when viewed in light of the Stipulation to Resolve Contest 3138 Against Claim 144, such resolution of the Contests ends the need for further proceedings before the Administrative Law Judge on the Contests.

3. Based on the Stipulation of the Parties that Claim 144 and the Contests can be resolved without the need for further proceedings, OWRD adjudication staff hereby recommends to the Adjudicator that Claim 144 be withdrawn from the Office of Administrative Hearings. OWRD adjudication staff further recommends that Claim 144 be approved in the Findings of Fact and Order of Determination issued by the Adjudicator in accordance with the terms of paragraph B.1 above, and further in accordance with the Stipulation to Resolve Contest 3138 Against Claim 144.

4. If the Findings of Fact and Order of Determination issued by the Adjudicator for Claim 144 does not conform with the terms set forth in paragraph B.1, above, the Parties reserve any rights they may have to file exceptions to the Findings of Fact and Order of Determination as to Claim 144 with the Adjudicator or in the courts, and otherwise reserve any rights they may have to participate in any further proceedings authorized by law concerning Claim 144.

5. The Parties and OWRD agree that this Stipulation has been reached through good faith negotiations for the purpose of resolving legal disputes, including pending administrative action. The Parties and OWRD agree that no offers and/or compromises made in the course of negotiations shall be construed as admissions against interest. The Parties and OWRD agree that

this Stipulation shall not be offered as evidence or treated as an admission regarding any matter and may not be used in proceedings on any other claim or contest whatsoever, except that this Stipulation may be used in any future proceeding to interpret and/or enforce the terms of this Stipulation. Further, the Parties and OWRD agree that neither the Stipulation nor any of its terms shall be used to establish precedent with respect to any other claim or contest in the Klamath Basin Water Rights Adjudication, and further agree that neither the Stipulation nor any of its terms shall affect the rights or obligations, if any, of the Parties to Contract No. 7, dated August 10, 1921, at OWRD Exh. 1, pp. 113-125; Contract No. 17, dated June 30, 1924, at OWRD Exh. 1, pp. 108-112; and Contract No. I8r-0814, dated April 21, 1937, at OWRD Exh. 1, pp. 101-107 (collectively, the “Contracts”), between the Claimant’s predecessor in interest and the United States concerning, among other things, a supply of water from Upper Klamath Lake for a portion or all of the claimed place of use, including the right to seek judicial relief to enforce the Contracts, other than as expressly set forth in this Stipulation.

6. This Stipulation shall be binding upon and shall inure to the benefit of the Parties and OWRD and their respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, affiliated and related entities, officers, directors, principals, agents, employees, assigns, representatives, and all persons, firms, associations, and/or corporations connected with them.

7. Each signatory to this Stipulation represents, warrants, and agrees that the person who executed this Stipulation on its behalf has the full right and authority to enter into this Stipulation on behalf of that signatory and bind that signatory to the terms of the Stipulation.

8. The terms, provisions, conditions, and covenants of this Stipulation are not severable; however, if any term, provision, condition, or covenant of this Stipulation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, conditions, and covenants shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

9. The Stipulation may be executed in several counterparts. All documents so executed shall constitute one Stipulation, binding on the signatories, notwithstanding that the signatories did not sign the same original or the same counterparts. Delivery of an executed signature page to this Stipulation by facsimile transmission shall be as effective as delivery of an original signed counterpart of this Stipulation.

10. This Stipulation comprises the entire agreement, and the terms of this Stipulation are contractual and not merely a recital.

11. In settling their contests, Claimant and Contestant do not waive any issue or argument regarding the administration of any water right granted to them in this adjudication.

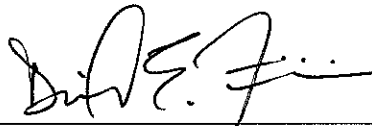
12. The Parties and OWRD agree to each bear their own costs and attorneys' fees.

13. This Stipulation shall be effective as of the date of the last signature hereto.

STIPULATED, AGREED, AND APPROVED BY:

For Claimant JELD-WEN, inc.:

Dated: 7/21, 2007



David E. Filippi, OSB No. 96509
Stoel Rives LLP
Of Attorneys for Claimant

For Contestant the UNITED STATES OF AMERICA:

RONALD J. TENPAS
Acting Assistant Attorney General

Dated: _____, 2007

Stephen R. Palmer
Special Attorney, U.S. Department of Justice
Office of the Regional Solicitor
U.S. Department of the Interior
Of Attorneys for Contestant the United States
of America

9. The Stipulation may be executed in several counterparts. All documents so executed shall constitute one Stipulation, binding on the signatories, notwithstanding that the signatories did not sign the same original or the same counterparts. Delivery of an executed signature page to this Stipulation by facsimile transmission shall be as effective as delivery of an original signed counterpart of this Stipulation.

10. This Stipulation comprises the entire agreement, and the terms of this Stipulation are contractual and not merely a recital.

11. In settling their contests, Claimant and Contestant do not waive any issue or argument regarding the administration of any water right granted to them in this adjudication.

12. The Parties and OWRD agree to each bear their own costs and attorneys' fees.

13. This Stipulation shall be effective as of the date of the last signature hereto.

STIPULATED, AGREED, AND APPROVED BY:

For Claimant JELD-WEN, inc.:

Dated: _____, 2007

David E. Filippi, OSB No. 96509
Stoel Rives LLP
Of Attorneys for Claimant

For Contestant the UNITED STATES OF AMERICA:

RONALD J. TENPAS
Acting Assistant Attorney General

Dated: July 19, 2007

Stephen R. Palmer
Stephen R. Palmer
Special Attorney, U.S. Department of Justice
Office of the Regional Solicitor
U.S. Department of the Interior
Of Attorneys for Contestant the United States
of America

For OREGON WATER RESOURCES DEPARTMENT:

HARDY MEYERS
Attorney General

Dated: August 7, 2007

Jesse D. Ratcliffe
Jesse D. Ratcliffe, OSB No. 04394
Of Attorneys for Oregon Water Resources
Department

Dated: Aug. 8, 2007

Gerry Clark
Gerry Clark
Agency Representative for
Oregon Water Resources Department *staff*

EXHIBIT A

[attached]

CERTIFICATE OF SERVICE


I hereby certify that on the 27th day of August 2007, I served the within LETTER TO PARTIES AND COPY OF STIPULATION TO RESOLVE CONTESTS 2044 AND 3828 TO CLAIM 144 on the parties hereto by e-mail, and by regular first-class mail, a true, exact and full copy thereof to:

VIA STATE SHUTTLE MAIL
Dwight W. French / Teri Hranac
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
dwight.w.french@wrд.state.or.us
teri.k.hranac@wrд.state.or.us

Stephen R. Palmer, Attorney
US Bureau of Reclamation
Office of the Regional Solicitor
U.S. Dept. of the Interior
2800 Cottage Way, Room E-1712
Sacramento, CA 95825

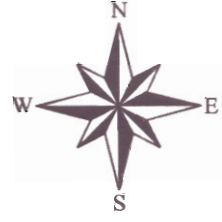
David E. Filippi / Jennie L. Bricker
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204-1268
defilippi@stoel.com
jlbricker@stoel.com

Courtesy Copy:
Steven L. Shropshire
Jordan Schrader PC
PO Box 230669
Portland, OR 97281
steve.shropshire@jordanschrader.com



Jesse D. Ratcliffe, #4394
Assistant Attorney General

SETTLEMENT MAP FOR KLAMATH CLAIM 144



NOTE ON SECTIONS 31, 32, & 33:

THE 1858 SURVEY BY E.T.T. FISCHER ONLY MEANDERED THE HIGH RIDGE IN SEC. 33. THE REMAINDER WAS CLASSIFIED AS SWAMP. THE SWAMP AREA APPARENTLY WAS PATENTED TO THE STATE OF OREGON WITHOUT BENEFIT OF SURVEY. THE LOTS AND AREAS ON THE 1892 G.L.O. PLAT WERE PROTRACTED BASED ON "SWORN TESTIMONY." DUE TO THE LACK OF NOTES THE MEANDER LINE WAS NOT MAPPED AND THE IRRIGATED ACRES PER LOT MAY NOT CORRESPOND TO THE PATENTED ACRES.

- POD 1
 - POD 2
 - POD 3
- | | |
|--|------------------------|
| | land assoc. with POD 1 |
| | land assoc. with POD 2 |
| | land assoc. with POD 3 |

TOWNSHIP 37 SOUTH, RANGE 7 EAST, W.M.

