

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME JERRY TABOR		PHONE (HM) 541-459-3536	
PHONE (WK)	CELL 541-430-2817	FAX	
ADDRESS P.O. BOX 145			
CITY UMPQUA	STATE OR	ZIP 97486	E-MAIL

Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

Note: Attach multiple copies as needed

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JUN 03 2010

**WATER RESOURCES DEPT
SALEM, OREGON**

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.
- I cannot use water legally until the Water Resources Department issues a permit.
- Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- 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 cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

I (we) affirm that the information contained in this application is true and accurate.


Applicant Signature

Jerry Tabor
Print Name and title if applicable

5/21/10
Date

Applicant Signature

Print Name and title if applicable

Date

App. No. _____	For Department Use Permit No. _____	Date _____
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SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

Yes

There are no encumbrances.

This land is encumbered by easements, rights of way, roads or other encumbrances.

X No

X 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 irrigation and/or domestic use only (ORS 274.040).

Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

<u>EGM LLC</u>	<u>Parker, Wayne Delores Trs.</u>
<u>PO Box 429</u>	<u>Parker Community Trust</u>
<u>Dundee, OR 97115</u>	<u>Roseburg, OR 97471</u>

SECTION 3: SOURCE OF WATER

A. 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: Galesville Reservoir Tributary to: Cow Creek

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).

R9964

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in item 3A above?

Yes.

X 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.)

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SALEM, OREGON

If *all* sources listed in item 3A 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.

SECTION 4: WATER USE

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	USE	PERIOD OF USE	AMOUNT
Galesville Reservoir	Irrigation	March 1 – October 31	66.68 <input type="checkbox"/> cfs <input type="checkbox"/> gpm X 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

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 29.9 Acres

Supplemental: _____ Acres

List the Permit or Certificate number of the underlying primary water right(s): _____

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 66.68

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

X Pump (give horsepower and type): 30 Horsepower Franklin Hc 4 X 3 - 75

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Direct pipe from source. Pipe diameter is 6" from the source and then continues on through 5", 4", and 3" PVC pipes. The length is 5,000'.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Water will be distributed through K-line block system design and pods.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent adverse impact to public uses of affected surface waters.

Water is needed to irrigate pasture land. Meter is already installed. Will use most efficient method of irrigation to minimize water use and prevent run off/erosion.

SECTION 6: RESOURCE PROTECTION

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.

- X Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: ODFW approved fish screening is installed on pump.
- X Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: None planned.
- X Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: None planned.
- X Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Will use best irrigation management practices to prevent erosion and run off.

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SECTION 7: PROJECT SCHEDULE

Date construction will begin: Existing system

Date construction will be completed: Existing system

Date beneficial water use will begin: Upon issuance of permit

SECTION 8: REMARKS

Use this space to clarify any information you have provided in the application (*attach additional sheets if necessary*).

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After recording return to:

AmeriTitle
 AmeriTitle, Inc.
 P.O. Box 1609
 1495 NW Garden Valley Blvd.
 Roseburg, OR 97470 00065778

AmeriTitle 65778

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

Jerry L. and Debra J. Tabor
 615 Dairy Loop
 Roseburg, OR 97470

DOUGLAS COUNTY OFFICIAL RECORDS
 BARBARA E. NIELSEN, COUNTY CLERK
 2006-006506
 \$26.00
 03/10/2006 01:34:19 PM
 DEED-ND Cntsl Strmls RECORDINGDESK
 \$10.00 \$11.00 \$5.00

STATUTORY WARRANTY DEED

THOMAS N. DECOITE, a fee simple estate, Grantor, conveys and warrants to JERRY L. TABOR and DEBRA J. TABOR, Husband and Wife, Grantee, the following described real property free of encumbrances, except as specifically set forth herein situated in Douglas County, Oregon, to wit:

See Exhibit A attached hereto and made a part hereof.

This property is free from encumbrances, EXCEPT: ALL THOSE ITEMS OF RECORD, IF ANY, AS OF THE DATE OF THIS DEED AND THOSE SHOWN BELOW, IF ANY:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

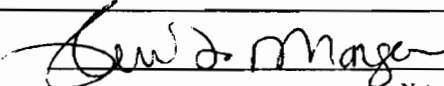
The true consideration for this conveyance is \$1,925,000.00. (Here comply with the requirements of ORS 93.030) WHICH IS PAID BY A QUALIFIED INTERMEDIARY AS PART OF A 1031 DEFERRED EXCHANGE.

Dated March 8, 2006.


 THOMAS N. DECOITE

STATE OF OREGON } ss:
COUNTY OF DOUGLAS

This instrument was acknowledged before me on 3-8-06
by THOMAS N. DECOITE


 Notary Public for Oregon
 My commission expires 12-19-06



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 WATER RESOURCE DIV.
 SALEM, OREGON ORSTWD

Title No. 22-56084

Escrow No. 22-56084

EXHIBIT 'A'**Legal Description:**

Parcel 3 of Partition Plat No. 2008-0068, recorded as Instrument No. 2008-017636, Douglas County, Oregon.

Subject to:

Taxes for the fiscal year 2008-2009, a lien in an amount to be determined, but not yet payable.

The assessment and tax rolls disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land. In addition thereto, a penalty may be levied if notice of disqualification is not timely given.

The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

An Easement created by instrument, including the terms and provisions thereof,

In favor of: United States of America
For: transmission line
Recorded: September 27, 1956
Book: 259 Page: 945, Recorder's No. 223949
in Douglas County, Oregon.

An Easement created by instrument, including the terms and provisions thereof,

For: subsurface sewage disposal system and repair area
Recorded: October 4, 1977
Book: 651 Page: 507, Recorder's No. 77-19099
in Douglas County, Oregon.

Easements created on Partition Plat 2008-0068, including the terms and provisions thereof,

For: irrigation; waterline
Recorded: September 24, 2008
Instrument No.: 2008-017636
in Douglas County, Oregon.

Terms and provisions of those certain waterline, irrigation and access easements, which are set forth on Partition Plat 2008-0068

Recorded: September 24, 2008
Instrument No.: 2008-017636
in Douglas County, Oregon.

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WATER RESOURCES DEPT
SALEM, OREGON

Exhibit A

Lot 1 in Section 36, Township 25 South, Range 7, Willamette Meridian, Douglas County, Oregon.

ALSO the Willoughby Churchill Donation Land Claim No. 38 located in Section 31, Township 25 South, Range 6 West, Willamette Meridian, and Sections 25 and 36, Township 25 South, Range 7 West, Willamette Meridian; ALSO Donation Land Claim No. 37 in Section 6, Township 26 South, Range 6 West of the Willamette Meridian, and Donation Land Claim No. 39, located in Section 1, Township 26 South, Range 7 West, Willamette Meridian, all lying and being situated in Douglas County, Oregon.

ALSO a parcel of land the boundaries of which are described as follows: BEGINNING at a point in the center of County Road No. 13, which is 302.4 feet East of the most Northerly Northwest corner of the Mary A. Pierce Donation Land Claim No. 49, said corner being a sandstone rock and a 1 inch pipe in Section 35, Township 25 South, Range 7 West, Willamette Meridian, Douglas County, Oregon; thence running North 0° 29' West 30.0 feet to an iron pipe on the North line of said County Road; thence continuing North 0° 29' West 262.5 feet to an iron pipe; thence North 83° 52' West 186.5 feet to the East line of County Road No. 13; thence continuing North 83° 52' West 36.0 feet to the center of said road; thence running along the center of said road which is 40 feet wide, North 52° 04' West 257.0 feet; North 12° 19' West 63.4 feet; North 0° 49' West 5346.0 feet and North 55° 29' East 84.0 feet to the center of County Road No. 6, which is also 40 feet wide; thence running along the center of said road, South 61° 48' East 634.0 feet and East 3163.0 feet to a point which is 20.0 feet North of the Northwest corner of school property which is recorded in County Clerk's Deed Records in volume 160 at Page 206; thence running South 383.0 feet to the Southwest corner of said school property; thence East 630.0 feet to a point in the center of County Road No. 13, which is 60 feet wide here, said point in center of County Road being 30 feet East of the Southeast corner of said school property and 560 feet North of the Northwest corner of the Willoughby Churchill Donation Land Claim No. 38, said Township and Range; thence running from point in center of County Road which is 30 feet East of the Southeast corner of School property, South 5245 feet along the center of said road No. 13 to the Southeast corner of the property herein described; thence continuing along the center of Road No. 13, which is still 60 feet wide, West 825.0 feet to the Southeast corner of property recorded in said County Clerk's records in Volume 68, Page 587; thence running North 330 feet to the Northeast corner of said recorded property; thence West 208.5 feet to the Northwest corner of said property; thence South 330 feet to the Southwest corner of said property; thence continuing in the center of said 60 foot road, West 2873.5 feet to the place of beginning.

EXCEPTING THEREFROM the following parcel: BEGINNING at a point on the Easterly right of way of Melqua Road, County Road No. 13A, said point lying South 15° 05' 38" West 1442.54 feet from the aluminum cap marking the West Northwest corner of the James Cole Donation Land Claim No. 45; thence along said Easterly right of way of Melqua Road, North 0° 49' East 3273.16 feet; thence continuing along said Easterly right of way of Melqua Road, North 55° 29' 00" East 61.11 feet to a point on the Southerly right of way of Hubbard Creek Road, County Road No. 6B; thence along said Southerly right of way of Hubbard Creek Road, South 61° 48' 00" East 626.84 feet; thence continuing along said Southerly right of way of Hubbard Creek Road, East 3168.02 feet to the Northwest corner of Parcel 2 of LAND PARTITION NO. 2000-0083; thence leaving said Southerly right of way of Hubbard Creek Road, along the West boundary of above said Parcel 2 of LAND PARTITION NO. 2000-0083, South 363.00 feet to the Southwest corner of said Parcel 2 of LAND PARTITION NO. 2000-0083; thence along the South boundary of Parcels 1 and 2 of LAND PARTITION NO. 2000-0083, East 600.00 feet to the Southeast corner of Parcel 1 of LAND PARTITION NO. 2000-0083, said point being on the Westerly right of way of Iverson Road, County Road No. 13C; thence along said Westerly right of way of Iverson Road, South 2648.25 feet; thence leaving said Westerly right of way of Iverson Road, West 4324.15 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the Northerly 137.10 feet of the Willoughby Churchill Donation Land Claim No. 38, Township 25 South, Range 7 West and Donation Land Claim No. 38, Township 25 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

ALSO EXCEPTING THEREFROM those parcels described in Volume 332, Page 508, as recorded in the Deed Records of Douglas County, Oregon.

ALSO EXCEPTING THEREFROM that parcel described in Instrument No. 70-4507, as recorded in the Deed Records of Douglas County, Oregon.

T25S, R07W, S36, TL'S 100, 200, 400 & 600
T25S, R07W, S35, TL 100
T26S, R07W, S01, TL 100
T26S, R06W, S06, TL 700
T25S, R06W, S31, TL 500

Order No. 65778

END OF DOCUMENT

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WATER RESOURCES DEPT
SALEM, OREGON

2008-0068 B

LIVING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 6 WEST; EAST HALF OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 6 WEST; SOUTHWEST QUARTER OF SECTION 30 AND THE WEST HALF OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 6 WEST; NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 7 WEST, WILLAMETTE MERIDIAN, DOUGLAS COUNTY, OREGON.

FIELD CREW: DEREK FEDEL AND JEREMY LEONARD
EQUIPMENT: TOPCON TOTAL STATION AND TDS RANGER DATA COLLECTOR
OFFICE: RYAN PALMER
DRAFTING: JOHN LAUB

SURVEYOR'S CERTIFICATE.

I, RONALD A. QUIMBY, OREGON PROFESSIONAL LAND SURVEYOR NO. 1854, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN ON THE ANNEXED PLAT OF WHICH THE FOLLOWING IS A TRUE AND CORRECT DESCRIPTION:

ALL OF THAT LAND AS DESCRIBED IN INSTRUMENT NUMBER 2008-006506 AS RECORDED IN THE DEED RECORDS OF DOUGLAS COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 6 WEST; EAST HALF OF SECTION 30, SOUTH-EAST QUARTER OF SECTION 25, AND SECTION 36, TOWNSHIP 28 SOUTH, RANGE 7 WEST; SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 6 WEST; NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 7 WEST, WILLAMETTE MERIDIAN, DOUGLAS COUNTY, OREGON.

NARRATIVE:

THE PURPOSE OF THIS MAP IS TO DIVIDE SAID INSTRUMENT NUMBER 2008-006506 INTO 3 PARCELS AS SHOWN.

PROCEDURE WAS AS FOLLOWS:

MONUMENTS OF RECORD WERE TIED AND HELD AS SHOWN. THE BOUNDARY WAS CALCULATED FROM RECORD DEED INFORMATION PER SAID INSTRUMENT 2008-006506 AND LOCATING THE EXISTING CENTERLINES OF MOORE ROAD (CO. RD. NO. 198) AND INVERSION ROAD (CO. RD. NO. 113) AND OFFSETTING THE SAID LOCATED CENTERLINES TO THE RIGHT OF WAY CENTERLINES. ALL MONUMENTS WERE THEN SET AT THE OWNERS REQUEST TO DELINEATE THE NEW PARCELS AS SHOWN.

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT JERRY L. AND DEBRA J. TABOR, ARE THE OWNERS OF THE LAND REPRESENTED HEREON AND MORE PARTICULARLY DESCRIBED HEREIN AND HAVE CAUSED THE SAME TO BE PLATTED INTO PARCELS TOGETHER WITH EASEMENTS AS SHOWN.

JERRY L. TABOR 9/22/08 DATE

DEBRA J. TABOR 9/22/08 DATE

ACKNOWLEDGMENT:

STATE OF OREGON }
COUNTY OF DOUGLAS }

KNOW ALL PEOPLE BY THESE PRESENTS, ON THIS 22 DAY OF SEPTEMBER 2008, THAT I, JERRY L. AND DEBRA J. TABOR, DO HEREBY ACKNOWLEDGE AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED, JERRY L. AND DEBRA J. TABOR, WHO DO SAY THAT THEY ARE THE IDENTICAL PERSONS NAMED IN THE FOREGOING INSTRUMENT AND THAT THEY EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY.

Ronald A. Quimby
RONALD A. QUIMBY
PROFESSIONAL LAND SURVEYOR
COMMISSION NO. 108811
COMMISSION EXPIRES: JUNE 23, 2010



JUN 04 2010

WATER RESOURCE...
SALEM, OREGON

APPROVALS:

Keith L. Cubber 9/23/08 DATE
DOUGLAS COUNTY PLANNING DIRECTOR

Ronald A. Quimby 9-23-08 DATE
DOUGLAS COUNTY SURVEYOR

I HEREBY CERTIFY THAT ALL TAXES AND SPECIAL ASSESSMENTS OR OTHER CHARGES REQUIRED BY LAW HAVE BEEN PAID.

Barbara E. Nielson 9-24-08 DATE
DOUGLAS COUNTY TAX COLLECTOR

FILED THIS 24th DAY OF SEPTEMBER, 2008 9:35 A.M. CLERK

Barbara E. Nielson 9/24/08 DATE
DOUGLAS COUNTY CLERK



LAND PARTITION

SURVEYED FOR:
WAYNE AND DEEDY PARKER
3193 MELROSE ROAD
ROSEBURG, OR 97471

SURVEYED BY:
i.e.
ENGINEERING

JOB NO. 1333-07
SCALE: AS SHOWN
DATE: SEPT., 2008

DWG. BY: RMP
P.L.S.N.

809 SE Pine Street
Roseburg, Oregon 97470
PHONE (541) 673-0186
FAX (541) 673-0186
www.imotheengineering.com

PAGE: 1 OF 2

PD #08 091

2008-0068 B

DOUGLAS COUNTY OFFICIAL RECORDS
 BARBARA E. NIELSEN, COUNTY CLERK 2008-018747
 \$31.00
 DEED-MD Cnt=1 Str=18 10/10/2008 02:54:55 PM
 \$10.00 \$11.00 \$10.00 RECORDINGDESK



After Recording Return To:
 Tigor Title
 1600 NW Garden Valley Blvd., Suite 110
 Roseburg OR 97470

Send Tax Statements To:
 The Parker Revocable Community Trust of 1996
 1578 Cleveland Hill Road
 Roseburg OR 97471

Title Order No. 22-56075
 Escrow No. 22-56075
 Tax Account No. R28464 (portion),
 R30648 (portion)

WARRANTY DEED
 (ORS 93.850)

Jerry L. Tabor and Debra J. Tabor, as tenants by the entirety, Grantor, conveys and warrants to Wayne Parker and Delores Parker, Trustee(s) of the The Parker Revocable Community Trust of 1996, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

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

The true consideration for this conveyance is \$418,000.00.

Dated this 9 day of October, 2008.

Jerry L. Tabor
 Jerry L. Tabor

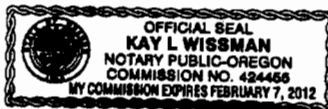
Debra J. Tabor
 Debra J. Tabor

State of OR, County of Douglas)ss.

This instrument was acknowledged before me on October 10th, 2008
 by Jerry L. Tabor and Debra J. Tabor.

Kay L. Wissman
 Notary Public

My commission expires: FEB 7, 2012



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JUN 04 2010

WATER RECORDS DIVISION
 SALEM, OREGON

TICOR TITLE 22-56075

Title No. 22-56075

Escrow No. 22-56075

EXHIBIT 'A'Legal Description:

Parcel 2 of Partition Plat No. 2008-0068, recorded as Instrument No. 2008-017636, Douglas County, Oregon.

Subject to:

The assessment and tax rolls disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land. In addition thereto, a penalty may be levied if notice of disqualification is not timely given.

The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.

The following matters are excluded from the coverage of the policy based on the proximity of the property to the Umpqua River.

- a. Rights of the public and governmental bodies (including claims of ownership) to that portion of the premises lying below the high water mark of the Umpqua River.
- b. Any adverse claim based on the assertion that:
 - i. Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - ii. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Umpqua River or has been formed by accretion to such portion.

An Easement created by instrument, including the terms and provisions thereof.

In favor of: United States of America
 For: transmission line
 Recorded: September 27, 1956
 Book: 259 Page: 936, Recorder's No. 223944
 in Douglas County, Oregon.

Easement as reserved in Deed,

For: water pipe lines, pumps and appurtenances
 Recorded: April 1, 2002
 Book: 1856 Page: 810, Recorder's No. 2002-09263
 in Douglas County, Oregon.

Easements created on Partition Plat 2008-0068, including the terms and provisions thereof,

For: irrigation; access
 Recorded: September 24, 2008
 Instrument No.: 2008-017636
 in Douglas County, Oregon.

Terms and provisions of that certain waterline easement, which is set forth on Partition Plat 2008-0068

Recorded: September 24, 2008
 Instrument No.: 2008-017636
 in Douglas County, Oregon.

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK 2008-018749



\$31.00

DEED-WD Cnt=1 Str=18 10/10/2008 02:54:55 PM
RECORDINGDESK
\$10.00 \$11.00 \$10.00



After Recording Return To:
Ticor Title
1600 NW Garden Valley Blvd., Suite 110
Roseburg OR 97470

Send Tax Statements To:
E.G.M., LLC

Title Order No. 22-56084

Escrow No. 22-56084

Tax Account No. R28464 (portion),
R30640, R30648 (portion),
R31272, R31280, R48488, R55936

*P.O. Box 429
Jundee, OR 97105*

22-56084
TICOR TITLE

WARRANTY DEED
(ORS 93.850)

Jerry L. Tabor and Debra J. Tabor, as tenants by the entirety, Grantor, conveys and warrants to E.G.M., LLC, an Oregon Limited Liability Company, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

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

The true consideration for this conveyance is \$1,332,000.00.

Dated this 10 day of October, 2008.

Jerry L. Tabor
Jerry L. Tabor

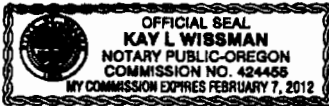
Debra J. Tabor
Debra J. Tabor

State of OR, County of Douglas)ss.

This instrument was acknowledged before me on October 10th, 2008
by Jerry L. Tabor and Debra J. Tabor.

Kay L. Wissman
Notary Public

My commission expires: FEB 7, 2012



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JUN 04 2010

WATER...
SALES...

Land Use Information Form



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

Applicant: _____ Jerry _____ Tabor _____
First Last

Mailing Address: _____ P.O. Box 145 _____

_____ Umpqua _____ OR _____ 97486 _____ Daytime Phone: (541) 430-2817 _____
City State Zip

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
25	6W	30		102		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
25	7W	36		200		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
25	7W	36		100		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
						<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, and/or used or developed:

Douglas County

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 SALEM, OREGON

B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 66.68 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:

Water is needed for irrigation of 29.9 acres.

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

For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (~~including proposed construction~~) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): LUO 3.4.050-1
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<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
		<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.

DOUGLAS COUNTY PLANNING DEPARTMENT
ROOM 106, JUSTICE BUILDING
DOUGLAS COUNTY COURTHOUSE
ROSEBURG, OR 97470

Name: LEANN MCKNIGHT Title: PLANNING TECHNICIAN
 Signature: Leann C McKnight Phone: 440-4209 Date: 5-21-10
 Government Entity: DO. COUNTY PLANNING DEPT.

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

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

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**WATER RESOURCES DEPT
SALEM, OREGON**





DOUGLAS COUNTY PLANNING & BUILDING

5/21/2010
3:40 pm

Room 106, Justice Building
Douglas County Courthouse, Roseburg, Oregon 97470
Planning - (541) 440-4289
Building - (541) 440-4559

Permit Number: WS10-0399
Job Address: 1240 IVERSON RD, UMPQUA

Receipt: P09160

Fee Description	230648	Fee Amount
LAND USE COMPATABILITY STATEME		\$50.00
Total Fees Paid:		\$50.00

Paid By: **TABOR, JERRY L & DEBRA J**

Pay Method: **Check 3927**

Received By: **Gayle E McKillop**

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**WATER RESOURCES DEPT
SALEM, OREGON**

Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

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WATER RESOURCES DEPT
SALEM, OREGON

**CONTRACT FOR PURCHASE OF AGRICULTURAL WATER
FROM GALESVILLE PROJECT**

This contract is made on _____, 20 ____ between Douglas County, a political subdivision of the State of Oregon (County), and _____
Jerry Tabor (Customer).

COUNTY AND CUSTOMER AGREE:

1. TERM AND RENEWAL:

1.1. The initial term of this contract shall begin on May 21, 20 10 and end on December 31, 2019, unless it is sooner terminated as provided herein.

1.2. As used in this contract, unless the context clearly indicates otherwise, "term" or "term of this contract" shall mean both the initial term and any extension.

1.3. Customer shall have the right to extend the term of this contract for two successive periods of ten years each upon the following conditions:

1.3.1. Approximately ninety days prior to expiration of the then current contract term, County shall notify Customer in writing that Customer has the right to extend the term at the price set pursuant to section 11.

1.3.2. Customer may elect to extend the contract term by written notice to County within thirty days after County gives notice of the right to extend. Concurrently with written notice of extension Customer may request the Board of Commissioners to review and reduce the price of water in accordance with subsection 11.5.

1.3.3. No other act or agreement shall be required of the parties to effect the extension after Customer gives proper notice of election to extend the contract term. Each extension shall take effect on January 1 after Customer gives notice of extension.

1.3.4. Each extension shall commence on the day following the termination date of the initial term or the preceding extension.

1.4. The provisions of this contract shall apply to any extension except for changes in the purchase price pursuant to section 11; modifications required to comply with federal or state statutes, regulations, or administrative rules; or modifications required to comply with any contract between County and the United States concerning the Galesville Project.

1.5. Customer shall not be entitled to extend the term of this contract if Customer is in default under this contract at the time extension is requested by Customer.

2. AUTHORITY OF PUBLIC WORKS DIRECTOR:

2.1. The Director of the County Public Works Department (the Director) has authority to administer this contract on behalf of County.

2.2. The Director may delegate authority to administer this contract to the Manager of the County Public Works Department, Natural Resources Division, (the Division Manager), except for authority to establish the price of water under section 11 of this contract. The Director shall retain the right to supersede any decision of the Division Manager in the administration and interpretation of this contract.

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**WATER RESOURCES DEPT
SALEM, OREGON**

2.3. References to the Director in this contract shall be deemed to include the Division Manager, to the extent the Director has delegated authority to the Division Manager.

3. WATER ALLOCATION: Each year during the term of this contract, County shall allocate sufficient acre feet of storage capacity in the Galesville Reservoir for Customer to irrigate 29.9 acres. This allocation shall not exceed 2.23 acre feet per acre per irrigation season as specified on the attached Exhibit A.

4. PERMITS AND CERTIFICATES OF WATER RIGHTS:

4.1. County shall file and maintain any reservoir water right permit (County's permit) and certificate to store water in the Galesville reservoir (County's certificate) allocated for the Customer's use, as required by the State of Oregon Water Resources Department or its successor (the State).

4.2. Customer, at Customer's expense, shall be responsible for obtaining any permit (Customer's permit) and certificate of water rights (Customer's certificate) for use of the stored water allocated under this contract as required by the State.

4.3. Within 6 months after the effective date of this contract, Customer shall provide County with a copy of the application map provided to the State.

5. RELEASE OF WATER:

5.1. Subject to the provisions of this contract, County will release into the natural channel of Cow Creek water comprising the allocation described in section 3. Water released for Customer's allocation shall be measured and delivered to Customer's point of diversion of record by County with equipment installed and maintained by County.

5.2. County shall report to the State of Oregon all allocated water stored and distributed to Customer's point of diversion of record, including reasonable losses. Customer shall report all water use as described on Customer's water right of record, or as otherwise may be required by the State.

5.3. The obligations of County to allocate capacity may be restricted by any lawful order, regulation, or ruling of any governmental agency or provisions of a contract between County and the United States. Such legal restrictions may impair the County's ability to perform its obligations under the contract. In that event, County shall be relieved of its obligations to the extent necessary to comply with the legal restrictions. Customer's payments under this contract shall be reduced proportionally to any reduction in Customer's allocation resulting from such legal restrictions.

5.4. Notwithstanding any other provision of this contract, County may suspend release and delivery of water to Customer upon written notice to Customer if Customer fails to make any payment for such water when due.

6. DIVERSION AND USE OF WATER:

6.1. Customer shall be wholly responsible for taking, diverting, conveying and utilizing its water and shall bear all losses from Customer's point of diversion.

6.2. Customer shall divert the water it is entitled to receive under this contract in accordance with schedules developed by the Customer and County.

6.3. The water diverted by Customer may be measured by County at the point of diversion. The point of diversion shall be accessible for inspection and measurement of water at all reasonable times by County. Any easement necessary for County to gain access to the point of diversion shall be provided by Customer when requested by County.

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WATER RESOURCES DEPT
SALEM, OREGON

6.4. The water shall be utilized for agricultural uses. Customer shall utilize the water only for the uses and only on the real property described in Customer's permit and certificate.

6.5. Customer shall be responsible for purchase and installation of a meter or other suitable measuring device if required by the Oregon State Water Resources Department (OWRD). Once installed, it shall be the customer's responsibility to maintain such device in good working order. If requested by OWRD, Customer shall maintain a record of the amount of water use and report water use on such periodic schedule as may be established by OWRD.

6.6. If required, Customer shall purchase, install, maintain and operate fish screening equipment and by-pass devices to prevent fish from entering the diversion. Any required screens and/or by-pass devices shall be in place, functional and approved by the requirer, prior to diversion of any water under this contract.

7. QUALITY OF WATER: County shall operate and maintain the Galesville dam, reservoir, and related facilities in a reasonable and prudent manner, and shall endeavor in good faith to take adequate measures to maintain the quality of raw stored water at the facilities. County is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of water. **COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE QUALITY OF WATER RELEASED AND DELIVERED FROM GALESVILLE DAM, RESERVOIR, AND RELATED FACILITIES.**

8. WATER SHORTAGES: In any year in which a water shortage in the Galesville reservoir occurs, County shall apportion the available water supply among Customer and other users who are entitled to receive water from the reservoir. The quantity of water to be furnished for irrigation shall first be reduced as necessary, but not greater than 15%. Any further reduction in the reservoir water supply shall be shared by Customer and all other users entitled to water from the reservoir in the same proportion that the entitlement of each user, including Customer's entitlement under this contract, bears to the total entitlements of all users.

9. WATER CONSERVATION: Customer acknowledges the critical need for water conservation in the Umpqua River basin. Customer shall implement reasonable and prudent water conservation measures for agricultural activities.

10. COMPLIANCE WITH LAW: This contract will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable state, federal and local laws, rules and regulations now, or hereafter in effect.

11. PRICE OF WATER:

11.1. During the initial term, the price for the allocation stated in section 3 shall be \$ 1,019.55 per year.

11.2. For each discrete ten year extension of the contract term, Customer shall pay the then current rate as established by County in accordance with this section. Notice of the right to extend under subsection 1.3.1 shall state the price of water during the extension.

11.3. The Director shall periodically review and adjust the price for water taking into account the following factors:

11.3.1. The current cost of operating and maintaining the Galesville dam, reservoir, and related facilities;

11.3.2. The projected costs for operating, maintaining, and replacing Galesville water storage and delivery facilities; and

11.3.3. The price of water sold by similar facilities for similar uses.

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**WATER RESOURCES DEPT
SALEM, OREGON**

11.4. The allocation price for each renewal term shall not be increased by more than 10% over the previous term.

11.5. Customer may request the Board of Commissioners to review and reduce the price of water established by the Director. Such request shall be in writing and shall be given with the notice of Customer's election to extend the contract term. After considering the factors listed in subsection 11.3, the Board of Commissioners may reduce or affirm the price established by the Director. If the Board of Commissioners fails to take any action on Customer's request to review and reduce the price of water within 30 days after Customer makes the request, the request shall be deemed denied. If Customer is not satisfied with the action of the Board of Commissioners, Customer may rescind Customer's election to extend the contract term and cancel the contract by written notice to County within sixty days after Customer requests the Board of Commissioners to review and reduce the price.

12. PAYMENT:

12.1. Customer shall pay County the annual price established by section 11 for the allocation stated in section 3 regardless of whether Customer uses any or all of the water allocated. Except as provided in subsection 12.2, payment shall be made no later than March 31 of each year.

12.2. If this contract is dated after March 2 in the year for which water is first to be released then the amount due for the first year only shall be payable within 30 days after the date the contract is signed by County.

12.3. Interest shall accrue on late payments at the rate of eighteen percent per annum commencing the day after the date payment is due. Customer shall pay all interest upon the request of County.

13. LIMITATIONS ON LIABILITY:

13.1. County shall not be liable for damages or other expenses sustained by Customer resulting from shortages in the quantity of water available for release, or interruptions in water deliveries to Customer, if such shortages or interruptions in deliveries are caused partially or entirely by hostile diversion, accidental damage to County facilities, operational failure of County facilities, or any cause beyond County's control.

13.2. Notwithstanding any other provision of this contract, County shall not be liable to Customer for damages caused by failure to comply with any obligation of County under this contract, if such failure results from lack of appropriation of funds necessary to perform such obligation pursuant to ORS 294.305 et seq. (Local Budget Law).

13.3. In no event shall County be liable to Customer for any indirect, special, or consequential damages even if Customer previously advised County of the possibility of such damages.

14. DEFAULT:

14.1. There shall be a default under this contract if either party materially fails to comply with any provision of this contract within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

14.2. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law, except that Customer's remedies shall be subject to the limitations on damages stated in section 13.

14.3. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Douglas County.

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**WATER RESOURCES DEPT
SALEM, OREGON**

15. SEVERABILITY: If any provision of this contract is held to be invalid, that provision shall not affect any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

16. NO WAIVER: No provision of this contract shall be waived unless the waiver is written and signed by the party that waives its rights. Any waiver of a breach, whether express or implied, shall not constitute waiver of any other breach.

17. SUCCESSORS: The successors, assigns, and legal representatives of Customer and County shall be subject to all provisions of this contract. Customer shall not assign Customer's rights or obligations under this contract without prior written consent of County.

18. NOTICES:

18.1. Any notice required to be given under this contract shall be in writing and shall be given by personal delivery or mail, except that any notice required by law shall be given in the manner specified in the applicable law.

18.2. Notices to County shall be directed to Thomas R. Manton, Division Manager, Douglas County Public Works Department, Natural Resources Division, Room 306, Douglas County Courthouse, 1036 SE Douglas Street, Roseburg, OR, 97470.

18.3. Notices to Customer shall be directed to:

Jerry Tabor

PO Box 145, Umpqua, OR 97486

19. ENTIRE AGREEMENT: This contract is the final and complete agreement of the parties and supersedes all prior and existing written or oral understandings. No modification of this contract shall be valid unless it is in writing and signed by the parties.

CUSTOMER

Name Jerry Tabor

Date May 21 2010

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, OREGON**

By _____
Robert G. Paul, PE, Director, Public Works
Department, Authority to sign agreement
Granted by Order of Board of Commissioners
dated June 26, 2002.

Date _____

<p>REVIEWED AS TO CONTENT</p> <p>By _____ Manager, Natural Resources Division</p> <p>Date _____</p> <p>Coding <u>215-0000-2810-00-012010</u></p>	<p>RECEIVED</p> <p>JUN 03 2010</p> <p>WATER RESOURCES DEPT SALEM, OREGON</p>
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EXHIBIT A

COMPUTATION OF RATE:

PRIMARY IRRIGATION

1. 29.9 acres of **primary irrigation**. This allocation shall not exceed **2.23** acre feet per acre each irrigation season.

Acre Feet: 66.68 Annual Cost: \$ 1,019.55

SUPPLEMENTAL IRRIGATION

2. Rights whose priority is between March 26, 1974, and November 3, 1983:

 acres of **supplemental irrigation**. This allocation shall not exceed **1.5** acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or **1.0** acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

3. Rights whose priority is between October 24, 1958, and March 26, 1974:

 acres of **supplemental irrigation**. This allocation shall not exceed **1.0** acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or **0.6** acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

4. Rights whose priority is prior to October 24, 1958:

 acres of **supplemental irrigation**. This allocation shall not exceed **0.5** acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or **0.3** acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

Note: Instream delivery losses are not included in the above allocations.

Summary:

Total Acres:	<u>29.9</u>	acres
Total Allocation:	<u>66.68</u>	acre feet
Total Cost:	<u>\$ 1,019.55</u>	

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WATER RESOURCES DEPT
SALEM, OREGON

Application for a Permit to Use Surface Water



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

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WATER RESOURCES DEPT
SALEM, OREGON

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$300.00 for the applicant and \$600.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed, the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department issues a Final consistent with the PFO. If the application is approved, a permit is issued. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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JUL 24 2015
OWRD

I-2010-8

DOUGLAS COUNTY OREGON
FILED

MAY 24 2010

CONTRACT FOR PURCHASE OF AGRICULTURAL WATER
FROM GALESVILLE PROJECT

BARBARA E. NIELSEN, COUNTY CLERK

This contract is made on MAY 24, 20 10 between Douglas County, a political subdivision of the State of Oregon (County), and _____
Jerry Tabor (Customer).

COUNTY AND CUSTOMER AGREE:

1. TERM AND RENEWAL:

1.1. The initial term of this contract shall begin on May 21, 20 10 and end on December 31, 2019, unless it is sooner terminated as provided herein.

1.2. As used in this contract, unless the context clearly indicates otherwise, "term" or "term of this contract" shall mean both the initial term and any extension.

1.3. Customer shall have the right to extend the term of this contract for two successive periods of ten years each upon the following conditions:

1.3.1. Approximately ninety days prior to expiration of the then current contract term, County shall notify Customer in writing that Customer has the right to extend the term at the price set pursuant to section 11.

1.3.2. Customer may elect to extend the contract term by written notice to County within thirty days after County gives notice of the right to extend. Concurrently with written notice of extension Customer may request the Board of Commissioners to review and reduce the price of water in accordance with subsection 11.5.

1.3.3. No other act or agreement shall be required of the parties to effect the extension after Customer gives proper notice of election to extend the contract term. Each extension shall take effect on January 1 after Customer gives notice of extension.

1.3.4. Each extension shall commence on the day following the termination date of the initial term or the preceding extension.

1.4. The provisions of this contract shall apply to any extension except for changes in the purchase price pursuant to section 11; modifications required to comply with federal or state statutes, regulations, or administrative rules; or modifications required to comply with any contract between County and the United States concerning the Galesville Project.

1.5. Customer shall not be entitled to extend the term of this contract if Customer is in default under this contract at the time extension is requested by Customer.

2. AUTHORITY OF PUBLIC WORKS DIRECTOR:

2.1. The Director of the County Public Works Department (the Director) has authority to administer this contract on behalf of County.

2.2. The Director may delegate authority to administer this contract to the Manager of the County Public Works Department, Natural Resources Division, (the Division Manager), except for authority to establish the price of water under section 11 of this contract. The Director shall retain the right to supersede any decision of the Division Manager in the administration and interpretation of this contract.

2.3. References to the Director in this contract shall be deemed to include the Division Manager, to the extent the Director has delegated authority to the Division Manager.

3. WATER ALLOCATION: Each year during the term of this contract, County shall allocate sufficient acre feet of storage capacity in the Galesville Reservoir for Customer to irrigate 29.9 acres. This allocation shall not exceed 2.23 acre feet per acre per irrigation season as specified on the attached Exhibit A.

4. PERMITS AND CERTIFICATES OF WATER RIGHTS:

4.1. County shall file and maintain any reservoir water right permit (County's permit) and certificate to store water in the Galesville reservoir (County's certificate) allocated for the Customer's use, as required by the State of Oregon Water Resources Department or its successor (the State).

4.2. Customer, at Customer's expense, shall be responsible for obtaining any permit (Customer's permit) and certificate of water rights (Customer's certificate) for use of the stored water allocated under this contract as required by the State.

4.3. Within 6 months after the effective date of this contract, Customer shall provide County with a copy of the application map provided to the State.

5. RELEASE OF WATER:

5.1. Subject to the provisions of this contract, County will release into the natural channel of Cow Creek water comprising the allocation described in section 3. Water released for Customer's allocation shall be measured and delivered to Customer's point of diversion of record by County with equipment installed and maintained by County.

5.2. County shall report to the State of Oregon all allocated water stored and distributed to Customer's point of diversion of record, including reasonable losses. Customer shall report all water use as described on Customer's water right of record, or as otherwise may be required by the State.

5.3. The obligations of County to allocate capacity may be restricted by any lawful order, regulation, or ruling of any governmental agency or provisions of a contract between County and the United States. Such legal restrictions may impair the County's ability to perform its obligations under this contract. In that event, County shall be relieved of its obligations to the extent necessary to comply with the legal restrictions. Customer's payments under this contract shall be reduced proportionally to any reduction in Customer's allocation resulting from such legal restrictions.

5.4. Notwithstanding any other provision of this contract, County may suspend release and delivery of water to Customer upon written notice to Customer if Customer fails to make any payment for such water when due.

6. DIVERSION AND USE OF WATER:

6.1. Customer shall be wholly responsible for taking, diverting, conveying and utilizing its water and shall bear all losses from Customer's point of diversion.

6.2. Customer shall divert the water it is entitled to receive under this contract in accordance with schedules developed by the Customer and County.

6.3. The water diverted by Customer may be measured by County at the point of diversion. The point of diversion shall be accessible for inspection and measurement of water at all reasonable times by County. Any easement necessary for County to gain access to the point of diversion shall be provided by Customer when requested by County.

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6.4. The water shall be utilized for agricultural uses. Customer shall utilize the water only for the uses and only on the real property described in Customer's permit and certificate.

6.5. Customer shall be responsible for purchase and installation of a meter or other suitable measuring device if required by the Oregon State Water Resources Department (OWRD). Once installed, it shall be the customer's responsibility to maintain such device in good working order. If requested by OWRD, Customer shall maintain a record of the amount of water use and report water use on such periodic schedule as may be established by OWRD.

6.6. If required, Customer shall purchase, install, maintain and operate fish screening equipment and by-pass devices to prevent fish from entering the diversion. Any required screens and/or by-pass devices shall be in place, functional and approved by the requirer, prior to diversion of any water under this contract.

7. QUALITY OF WATER: County shall operate and maintain the Galesville dam, reservoir, and related facilities in a reasonable and prudent manner, and shall endeavor in good faith to take adequate measures to maintain the quality of raw stored water at the facilities. County is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of water. **COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE QUALITY OF WATER RELEASED AND DELIVERED FROM GALESVILLE DAM, RESERVOIR, AND RELATED FACILITIES.**

8. WATER SHORTAGES: In any year in which a water shortage in the Galesville reservoir occurs, County shall apportion the available water supply among Customer and other users who are entitled to receive water from the reservoir. The quantity of water to be furnished for irrigation shall first be reduced as necessary, but not greater than 15%. Any further reduction in the reservoir water supply shall be shared by Customer and all other users entitled to water from the reservoir in the same proportion that the entitlement of each user, including Customer's entitlement under this contract, bears to the total entitlements of all users.

9. WATER CONSERVATION: Customer acknowledges the critical need for water conservation in the Umpqua River basin. Customer shall implement reasonable and prudent water conservation measures for agricultural activities.

10. COMPLIANCE WITH LAW: This contract will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable state, federal and local laws, rules and regulations now, or hereafter in effect.

11. PRICE OF WATER:

11.1. During the initial term, the price for the allocation stated in section 3 shall be \$ 1,019.55 per year.

11.2. For each discrete ten year extension of the contract term, Customer shall pay the then current rate as established by County in accordance with this section. Notice of the right to extend under subsection 1.3.1 shall state the price of water during the extension.

11.3. The Director shall periodically review and adjust the price for water taking into account the following factors:

11.3.1. The current cost of operating and maintaining the Galesville dam, reservoir, and related facilities;

11.3.2. The projected costs for operating, maintaining, and replacing Galesville water storage and delivery facilities; and

11.3.3. The price of water sold by similar facilities for similar uses.

11.4. The allocation price for each renewal term shall not be increased by more than 10% over the previous term.

11.5. Customer may request the Board of Commissioners to review and reduce the price of water established by the Director. Such request shall be in writing and shall be given with the notice of Customer's election to extend the contract term. After considering the factors listed in subsection 11.3, the Board of Commissioners may reduce or affirm the price established by the Director. If the Board of Commissioners fails to take any action on Customer's request to review and reduce the price of water within 30 days after Customer makes the request, the request shall be deemed denied. If Customer is not satisfied with the action of the Board of Commissioners, Customer may rescind Customer's election to extend the contract term and cancel the contract by written notice to County within sixty days after Customer requests the Board of Commissioners to review and reduce the price.

12. PAYMENT:

12.1. Customer shall pay County the annual price established by section 11 for the allocation stated in section 9 regardless of whether Customer uses any or all of the water allocated. Except as provided in subsection 12.2, payment shall be made no later than March 31 of each year.

12.2. If this contract is dated after March 2 in the year for which water is first to be released then the amount due for the first year only shall be payable within 30 days after the date the contract is signed by County.

12.3. Interest shall accrue on late payments at the rate of eighteen percent per annum commencing the day after the date payment is due. Customer shall pay all interest upon the request of County.

13. LIMITATIONS ON LIABILITY:

13.1. County shall not be liable for damages or other expenses sustained by Customer resulting from shortages in the quantity of water available for release, or interruptions in water deliveries to Customer, if such shortages or interruptions in deliveries are caused partially or entirely by hostile diversion, accidental damage to County facilities, operational failure of County facilities, or any cause beyond County's control.

13.2. Notwithstanding any other provision of this contract, County shall not be liable to Customer for damages caused by failure to comply with any obligation of County under this contract, if such failure results from lack of appropriation of funds necessary to perform such obligation pursuant to ORS 294.305 et seq. (Local Budget Law).

13.3. In no event shall County be liable to Customer for any indirect, special, or consequential damages even if Customer previously advised County of the possibility of such damages.

14. DEFAULT:

14.1. There shall be a default under this contract if either party materially fails to comply with any provision of this contract within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

14.2. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law, except that Customer's remedies shall be subject to the limitations on damages stated in section 13.

14.3. Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Douglas County.

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15. SEVERABILITY: If any provision of this contract is held to be invalid, that provision shall not affect any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

16. NO WAIVER: No provision of this contract shall be waived unless the waiver is written and signed by the party that waives its rights. Any waiver of a breach, whether express or implied, shall not constitute waiver of any other breach.

17. SUCCESSORS: The successors, assigns, and legal representatives of Customer and County shall be subject to all provisions of this contract. Customer shall not assign Customer's rights or obligations under this contract without prior written consent of County.

18. NOTICES:

18.1. Any notice required to be given under this contract shall be in writing and shall be given by personal delivery or mail, except that any notice required by law shall be given in the manner specified in the applicable law.

18.2. Notices to County shall be directed to Thomas R. Manton, Division Manager, Douglas County Public Works Department, Natural Resources Division, Room 306, Douglas County Courthouse, 1036 SE Douglas Street, Roseburg, OR, 97470.

18.3. Notices to Customer shall be directed to:

Jerry Tabor

PO Box 145, Umpqua, OR 97486

19. ENTIRE AGREEMENT: This contract is the final and complete agreement of the parties and supersedes all prior and existing written or oral understandings. No modification of this contract shall be valid unless it is in writing and signed by the parties.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, OREGON

CUSTOMER

Name Jerry Tabor

By Robert G. Paul
Robert G. Paul, PE, Director, Public Works
Department, Authority to sign agreement
Granted by Order of Board of Commissioners
dated June 26, 2002.

Date May 21 2010

Date 5/24/2010

REVIEWED AS TO CONTENT
By TRM
Manager, Natural Resources Division
Date 5/24/10
Coding 215-0000-2810-00-012010

EXHIBIT A

COMPUTATION OF RATE:

PRIMARY IRRIGATION

1. 29.9 acres of primary irrigation. This allocation shall not exceed 2.23 acre feet per acre each irrigation season.

Acre Feet: 66.68 Annual Cost: \$ 1,019.55

SUPPLEMENTAL IRRIGATION

2. Rights whose priority is between March 26, 1974, and November 3, 1983:

 acres of supplemental irrigation. This allocation shall not exceed 1.5 acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or 1.0 acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

3. Rights whose priority is between October 24, 1958, and March 26, 1974:

 acres of supplemental irrigation. This allocation shall not exceed 1.0 acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or 0.6 acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

4. Rights whose priority is prior to October 24, 1958:

 acres of supplemental irrigation. This allocation shall not exceed 0.5 acre feet per acre each irrigation season on the South Umpqua River and/or Cow Creek or 0.3 acre foot per acre each irrigation season on the main stem, Umpqua River.

Acre Feet: Annual Cost: \$

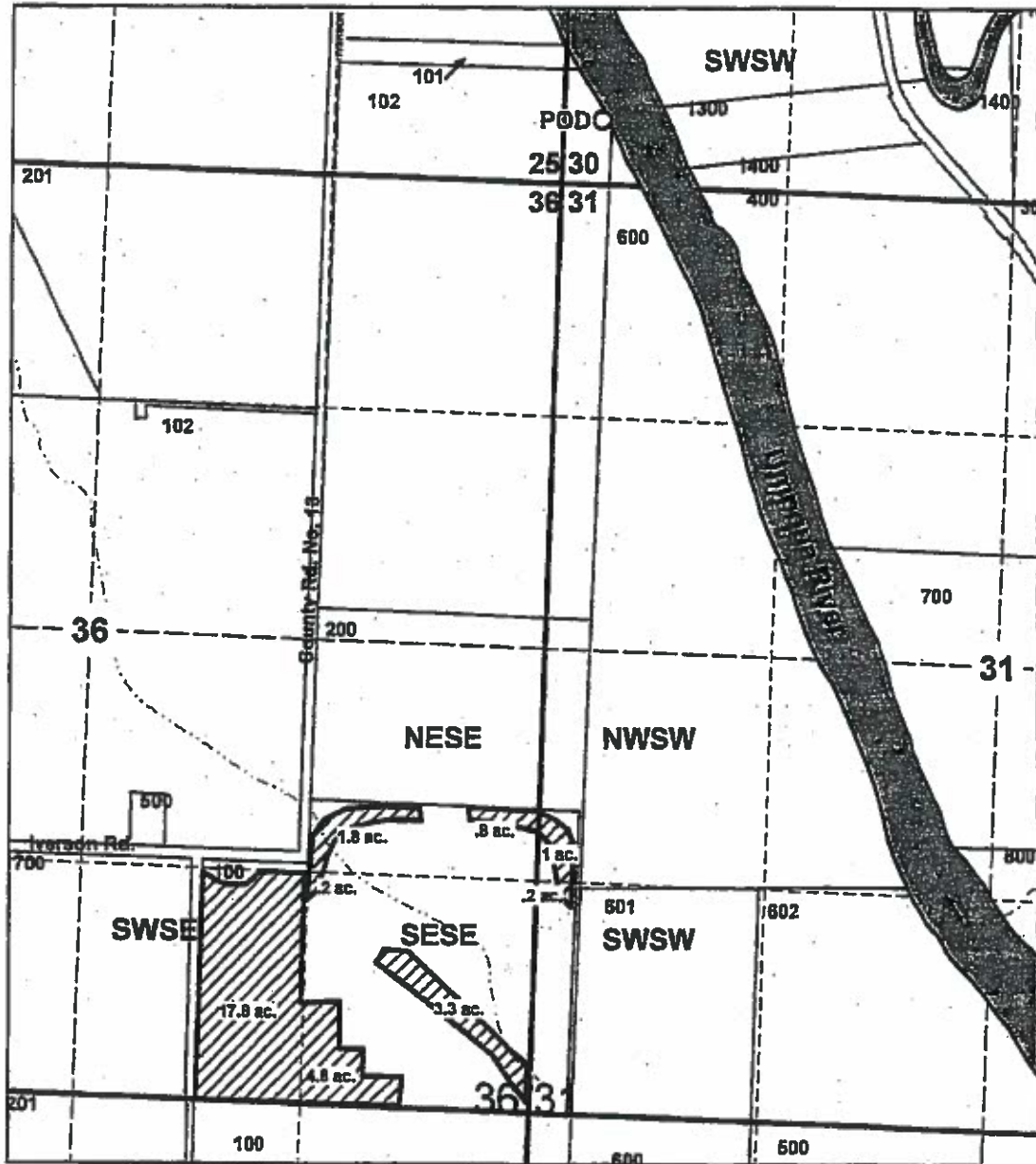
Note: Instream delivery losses are not included in the above allocations.

Summary:

Total Acres:	<u>29.9</u>	acres
Total Allocation:	<u>66.68</u>	acre feet
Total Cost:	<u>\$ 1,019.55</u>	

App # 87615

SEC. 36 T.25S. R.7W. W.M.
DOUGLAS COUNTY
Scale 1" = 1000'



Point of Diversion is located 410 ft. N. and 210 ft. E.
from the SW Corner of Sec. 30:

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