

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

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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

WATER RESOURCES DEPT

NAME		PHONE (HM)	
PHONE (WK)	CELL	FAX	
ADDRESS			
CITY	STATE	ZIP	E-MAIL

Organization Information

NAME		PHONE		FAX
CENTRAL POINT SCHOOL DISTRICT NO. 6		(541) 494-6211		
ADDRESS		CELL		
300 ASH STREET				
CITY	STATE	ZIP	E-MAIL	
CENTRAL POINT	OR	97502	VICKI.ROBINSON@DISTRICT6.ORG	

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

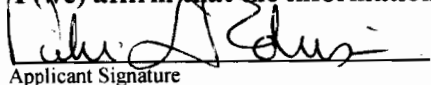
AGENT / BUSINESS NAME		PHONE		FAX
VICKI L. ROBINSON, DIRECTOR OF BUSINESS SERVICES		(541) 494-6211		541-664-1637
ADDRESS		CELL		
300 ASH STREET				
CITY	STATE	ZIP	E-MAIL	
CENTRAL POINT	OR	97502	VICKI.ROBINSON@DISTRICT6.ORG	

Note: Attach multiple copies as needed

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

Vicki L. Robinson
Director of Business Services/Deputy Clerk
Date 12/10/10

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.

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☐ Yes

☐ There are no encumbrances.

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

☒ No

☒ 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*).

Makcolm Beech Investments, LLC, 11161 Table Rock Road, Central Point, OR, 97502

The water will be diverted by the Table Rock District Improvement Company and delivered to Malcolm Beech Investments, LLC. See attached approval by Table Rock District Improvement Co. to divert and transport and the agreement with Malcolm Beech Investments, LLC to transport the water to the School.

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: Lost Creed Reservoir

Tributary to: Rogue River

Source 2: _____

Tributary to: _____

Source 3: _____

Tributary to: _____

Source 4: _____

Tributary to: _____

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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).

B. Applications to Use Stored Water

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

☐ Yes.

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

If *all* sources listed in item 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
Lost Creek Reservoir	Irrigation	April 1 through Oct 1	8.02 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af
Lost Creek Reservoir	Irrigation	April 1 Through Oct 1	4.35 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:

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

Primary: 1.45 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: 4.35

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- 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:

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.

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SOURCE	USE	PERIOD OF USE	AMOUNT
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			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

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- 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?

☐ Pump (give horsepower and type): _____

☒ Other means (describe): Existing diversion of Table Rock District Imporvement Company

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

Table Rock District Imporvement Company provides diversion services

B. Application Method

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

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.

Three acre feet per acre is the maximum evapotranspiration of turf grass use in school athelitic fields. The School has a full time maintenance person who will be monitoring the irrigation system to see that the field is properly irrigated.

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.

- ☒ Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: Existing diversion and fish screen operated by TRDIC (the fish screen was installed by ODFW in 2005)
- ☒ Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: No excavation in riparian area needed as the diversion is existing
- ☒ Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: None necessary as diversion is existing
- ☒ Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: None necessary as diversion is existing

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SECTION 7: PROJECT SCHEDULE

Date construction will begin: Complete

Date construction will be completed: Complete

Date beneficial water use will begin: Complete under LL1226 in 2009

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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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.

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NOTE TO LOCAL GOVERNMENTS

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

appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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Land Use Information Form



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

Applicant: Central Point School District #6
First Last

Mailing Address: 350 Ash St

Central Point OR 97502 Daytime Phone: 541-494-6211
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	1/4 1/4	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>35S</u>	<u>2W</u>	<u>28</u>	<u>SESE</u>	<u>1100</u>		<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>Irrigation</u>
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input 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:

Jackson Co

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B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 4-35 ☐ 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:

Will use water by contract with Bureau of Reclamation for use of Lost Creek Reservoir stored water for irrigation of grounds of Sains Valley School.

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

See bottom of Page 3. →

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): sect. 17.5

☐ 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.

This is a pre-existing use developed before permits were necessary.

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Name: Tracie Nickels Title: Senior Planner

Signature: Tracie Nickels Phone: 541-774-6951 Date: 12/8/10

Government Entity: Jackson County

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

Date: January 2, 2011

To: Vicki Robinson

From: John Rachor, TRDIC

Re: Sams Valley School Irrigation

Please consider this letter authorization from TRDIC that the Board has approved the diversion and transportation of the water through the TRDIC delivery system. If you need any further documentation please contact me at 541-944-2426.

John Rachor
Chairman of the Board
Table Rock District Improvement Company
929 Beall Lane
Medford, OR 97502

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01390360200900320970230235

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

Christine Walker - County Clerk

After recording return to:

Timothy C. Gerking
P.O. Box 128
Medford, OR 97501

Send tax statements to:

No Change

WATER DELIVERY AND EASEMENT AGREEMENT

THIS WATER DELIVERY AND EASEMENT AGREEMENT ("this Agreement") made and entered into this 1ST day of MAY, 2009, by and between Central Point School District No. 6 (hereinafter referred to as "the District") and the Malcolm Beech Investments, LLC, (hereafter "The Ranch") for the purpose of irrigating the grounds of Sam's Valley Elementary School, located at 14235 Table Rock Road, Central Point (hereinafter referred to as "the District Property").

1. **Grant of Easement.** The Ranch hereby grants to the District a non-exclusive easement, ten (10) feet in width, over that certain real property owned by The Ranch and located in Jackson County, Oregon, identified as Tax Lot 35-2W-33-104 (hereinafter referred to as "The Ranch Property"). The easement shall be for the sole purpose of permitting the District the right to install pipes, valves, and other equipment that may be required to deliver water from The Ranch's existing irrigation system to the District Property, and thereafter to maintain such pipes, valves and other equipment to carry water from The Ranch's existing irrigation system to the District Property, along with the additional right to enter onto the easement for repair, maintenance, replacement, improvement, inspection and testing of the pipeline, whenever such activities are necessary as further provided below. The approximate location of this easement is more particularly described on the map attached as Exhibit "A" hereto.

2. Obligations of the District.

2.1 **Water Rights, Permits and Approvals.** The District will be responsible, at its sole cost, for obtaining and thereafter maintaining in force any water rights, permits and approvals that may be required in order for the District to receive water from The Ranch's existing irrigation system and to use the same on the District Property, including but not limited to any rights, permits and approvals that may be required by the U.S. Bureau of Reclamation and the Oregon Water Resources Department, the Jackson County Watermaster, the Oregon Department of Transportation, and the Table Rock District Improvement Company. The Ranch agrees to cooperate with the District in connection with its obligations described in this Section 2.1, so long as there is no cost to The Ranch in doing so.

2.2 **Installation of Pipe.** The District will also be responsible, at its sole cost, for installing the pipe, valves, and other equipment within the scope of the easement that may be required to deliver water from The Ranch's existing irrigation system to the District Property.

2.3 **Installation of Storage Tank.** The District will install, at its sole cost, a storage tank on the District Property capable of storing water delivered from The Ranch for use by the District at later times.

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2.4 Repair and Maintenance of Pipes and Other Equipment. The District shall be obligated to repair and maintain, at its sole expense, its pipes, valves and other equipment that it installs within the scope of the easement granted in this Agreement. The District will give The Ranch at least 24-hours notice before entering onto the easement for the purpose of making such repairs; provided, however, that in the event of an emergency the District shall only be required to give such notice as may be reasonable under the circumstances before entering upon the easement to conduct such emergency repairs. The District shall be responsible, at its own cost, for restoring the real property located within the easement as closely as practicable to the same condition and contour as said property was in prior to entrance thereon by the District in connection with the repair or maintenance of the pipes, valves and other equipment placed by the District within the easement. In performing any such restoration, the District shall cooperate with The Ranch so as not to prevent or impair normal activities in, on and about the easement by The Ranch.

3. The District's Right to the Water From the Ranch.

3.1 Amount of Water; Installation of Water Meter. The District will be entitled to the beneficial use and enjoyment, for purposes of irrigation only, of 8.12 gallons of water per minute from The Ranch, which is the normal and customary rate allowed by the Oregon Water Resources Department for the irrigation of 1.45 acres of land. The District will install a water meter on the District Property to measure the amount of water received by the District from The Ranch.

3.2 Availability of Water. The District will be entitled to the water, in the amounts set forth in Section 3.1, above, at all times during the periods from May 1 to September 30 of each year, as well as any other time periods during which The Ranch's water delivery system is in operation. Notwithstanding the foregoing, in the event The Ranch determines, in good faith, that the amount of water being utilized by the District is interfering with The Ranch's ability to fully irrigate its own lands, The Ranch may require the District to alter the times of the day or night, as the case may be, in which the District uses the water or require the District to take a larger flow of water at certain times of the day or night. For purposes of this Agreement, The Ranch's water delivery system will be deemed to be "in operation" when water is available for use in the Table Rock Canal in such quantity to fully supply the demand of The Ranch and the District, and when The Ranch system is in operation for irrigation of land irrigated by The Ranch. The Ranch will use its best efforts to inform the District, with as much advance notice as possible, of those times when the District's use of the water may interfere with The Ranch's ability to irrigate its own lands, so that the District can implement alternate arrangements.

3.3 Limitation of Liability. The Ranch will not be liable for the quality of the irrigation water transported through its system. The District will indemnify and hold harmless The Ranch for any and all claims that arise from claims of damage occurring on or to the District's Property relating in any way to the use of the water or the water quality, including claims from any party

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whatsoever.

4. **Compensation From the District to The Ranch.** In consideration of The Ranch's provision of water to the District, the District will pay to The Ranch its proportionate share of the cost of operation and maintenance of The Ranch's irrigation system from the point of delivery on the Table Rock Improvement District system to the point on The Ranch's system where the District taps in, as depicted on attached Exhibit "A". In determining The Ranch's costs of operation and maintenance, The Ranch will keep complete and accurate records of all such costs and expenses and make such records available, upon reasonable request, to the District. The District's proportionate share of such costs and expenses shall be calculated based on the documented amount of water being used by the District compared to the total documented amount of water delivered through The Ranch's irrigation system.

5. **Representations and Warranties of The Ranch.**

5.1 **Easement To Remain Accessible.** The Ranch shall not hereafter build or cause any improvement or other object to be placed on the real property within the easement described in Section 1 of this Agreement that would restrict or prevent access to or use of the pipes, valves and other equipment placed by the District within the easement or otherwise interfere with the District's beneficial use of the easement. No plantings, other than grass or ground cover, shall hereafter be planted by The Ranch within said easement, and all grass or ground cover shall be of such nature as will not interfere with the District's beneficial use of the easement.

5.2 **Maintain Irrigation System in Good Repair and Working Order.** The Ranch shall keep its existing irrigation system, from the point of delivery on the Table Rock Improvement District system to the point on The Ranch's system where the District taps in, as depicted on attached Exhibit "A", in good repair and working order during all times described in Section 3.2 of this Agreement, subject to the District's obligations to contribute its proportionate share of such costs as provided in Section 4 of this Agreement. *In the event that The Ranch no longer has a need for the water from its irrigation system, The Ranch will nevertheless assure the continuity of water service to the District, who shall then be solely responsible for the costs incurred in maintaining, repairing and improving the entire irrigation system.*

5.3 **Ownership and Authority.** The Ranch hereby represents and warrants to the District that it is the owner of the real property on which the easement described in this Agreement is located, and that it has all requisite power and authority to grant such easement to the District.

6. **Water Availability Through Another Source.** If in the future water delivery is made available through another source, including an irrigation district, water improvement district, district improvement company or any other water supplier, District will immediately make arrangement for delivery of their irrigation water through the other source and release The Ranch from further obligation through this easement and this easement will be cancelled and become null and void.

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7. **Termination of Agreement.** In the event that the District no longer has a need for the easement and no longer utilizes water from The Ranch Property, the District shall notify The Ranch of the termination of this Agreement and shall deliver to The Ranch a quitclaim deed, quitclaiming any and all interest in the easement granted in Section 1 of this Agreement to The Ranch or its successor in interest. From and after such date, the District will no longer be required to pay any share of the costs described in Section 4, above.

8. **Miscellaneous.**

8.1 **Allocation of Costs For Negligent Or Intentional Acts.** Notwithstanding anything in this Agreement to the contrary, in the event that any maintenance of or repairs to the irrigation system are required due to the negligent or intentional acts of one of the parties hereto or a person under their control, such party will be solely responsible for the costs of such maintenance or repair.

8.2 **Signage.** District will post a sign board in a highly visible location naming the area irrigated "Jacob Wood Memorial Sports Field."

8.3 **Notices.** All notices required by this Agreement shall be in writing and shall be delivered in person or in the alternative by registered or certified United States mail, return receipt requested. Any notice required under this Agreement shall be deemed to be delivered by deposit thereof in a proper United States mail depository, postage prepaid, to the address of the parties set forth below, unless and until written notice of a change of address is received by either party:

To The District:
Central Point School District #6
Attn: Ms. Vicki L. Robinson
300 Ash
Central Point, OR 97502

To The Ranch:
Malcolm Beech Investments, LLC
Attn: Ms. Catherine Wood
11161 Table Rock Road
Central Point, OR 97502

8.4 **Attorneys' Fees.** In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in enforcing this Agreement, including reasonable costs and attorneys' fees, even though suit or action is not filed, and if suit or action is filed, the prevailing party shall be entitled, in addition to costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable as attorneys' fees, in the trial court, on any appeal, and/or in any bankruptcy proceeding.

8.5 **Binding Effect.** This Agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

8.6 **Entire Agreement.** This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein.

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There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter hereof.

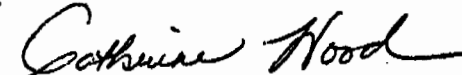
8.7 Governing Law. All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance, will be governed by the laws of the State of Oregon applicable to contracts made and to be performed therein between residents thereof, regardless of the laws that might be applicable under principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

THE DISTRICT
CENTRAL POINT SCHOOL DISTRICT #6


By: Vicki L. Johnson, Its
Director of Business Services
Deputy Clerk

THE RANCH
MALCOLM BEECH INVESTMENTS,
LLC


By: Catherine Wood

STATE OF OREGON)

County of Jackson)


ss.

June 25, 2009

Personally appeared VICKI JOHNSON, the DIRECTOR OF BUSINESS SERVICES of Central Point School District #6, and acknowledged the foregoing instrument to be his voluntary act and deed.



BEFORE ME:


Notary Public for Oregon
My commission expires: March 3, 2010

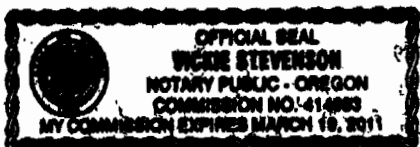
STATE OF OREGON)

County of Jackson)


ss.

MAY 1, 2009

Personally appeared Catherine Wood of Malcolm Beech Investments, LLC acknowledged the foregoing instrument to be his voluntary act and deed.



BEFORE ME:


Notary Public for Oregon
My commission expires: 03/18/2011

WATER DELIVERY AND EASEMENT AGREEMENT

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EXHIBIT "A"

PARCEL 1:

Section 2 and the East half of Section 3 in Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon.

PARCEL 2:

The South 60.0 feet of the North half of the Southwest quarter in Section 3, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10161795, Map 362W02 100

Account 10161801, Map 362W03 100

PARCEL 3:

The North half of the Northwest quarter of Section 3, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

EXCEPTING THEREFROM the following: Commencing at the Northwest section corner of Section 3, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence East along the North line of said Section 3, a distance of 1530.0 feet; thence leaving said Section line South 350.0 feet; thence West 360.0 feet; thence North 50° 02' 30" West 482.7 feet; thence West, parallel with said North line of Section 3, a distance of 800.0 feet to intersect the West line of said Section 3; a distance of 800.0 feet to intersect the West line of said Section 3; thence North along said West line 40.0 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM the following: Commencing at the Northwest section corner of Section 3, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence south along the West line of said Section 3, a distance of 40.0 feet to the true point of beginning; thence East, parallel with the North line of said Section 3, a distance of 800.0 feet; thence South 50° 02' 30" East 782.7 feet; thence East 360.0 feet; thence North 350.0 feet to said North line of Section 3; thence East along said North line 475.0 feet; thence leaving said North line, South 375.0 feet; thence West 844.1 feet; thence North 50° 02' 30" West 482.7 feet; thence West 790.9 feet to intersect the West line of said Section 3; thence North 25.0 feet to the true point of beginning.

PARCEL 4:

The South half of the Northwest quarter of Section 3, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

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PARCEL 5:

The North half of the Southwest quarter of Section 3, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

SAVE AND EXCEPT the South 60.0 feet thereof.

Account 10161819, Map 362W03 101

PARCEL 6:

The Southwest quarter of the Southwest quarter of Section 3, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10172860, Map 362W03 200

PARCEL 7:

The Southeast quarter of the Southwest quarter of Section 3, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10172851, Map 362W03 102

PARCEL 8:

Government Lot 2, and the Northeast quarter of the Northwest quarter of Section 10, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

PARCEL 9:

The Southwest quarter of the Northwest quarter and the West half of the Southeast quarter of the Northwest quarter of Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

EXCEPTING THEREFROM the following: Beginning at a point on the Easterly right-of-way line of the County Road, said point being 30.0 feet East of the Southwest corner of the Northwest Quarter of Section 10 in Township 36 South, Range 2 West of the Willamette Meridian in Oregon; thence East 25.0 feet; thence North 10.0 feet; thence West 25.0 feet; thence South 10.0 feet to the point of beginning.

PARCEL 10:

The East half of the Southeast quarter of the Northwest quarter and Government Lot 5 in Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

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PARCEL 11:

Government Lots 3 and 4 in Section 10, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

SAVE AND EXCEPT from Parcels 9, 10 and 11 the following described tracts of land;

Beginning at the northeast corner of Donation Land Claim No. 43 in Section 10, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South 704.0 feet to a point on the East line of that tract described in Document No. 73-18977, Jackson County Records, that bears North 616.0 feet from the Southeast corner of said tract for the true point of beginning of the tract to be described; thence South along the East line of said Tract, 616.0 feet to the center line of Table Rock Road (County Road); thence East along the center line of said road 435.0 feet; thence North and parallel with the aforementioned Tract 616.0 feet; thence West and parallel with the center line of Table Rock Road, 435.0 feet to the true point of beginning.

SAVE AND EXCEPT that part lying within the boundaries of Table Rock Road.

SAVE AND EXCEPT the following: Beginning at the Northeast corner of the Donation Land Claim No. 43, in Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South 704.0 feet to a point on the East line of that tract described in Document No. 73-18977, Jackson County Records, that bears North 616.0 feet from the Southeast corner of said tract for the true point of beginning of the tract to be described; thence East and parallel with the center line of Table Rock Market Road 435.0 feet; thence South and parallel with the aforementioned Tract 616.0 feet to the center line of Table Rock Road; thence East along the center line of said road 208.0 feet; thence North and parallel with the West line of Government Lot 4, in Section 10, a distance of 616.0 feet; thence West and parallel with the centerline of said Road 101.8 feet, more or less, to the West line of Government Lot 4, thence North along the west line of Government Lot 4, Government Lot 3 and Government Lot 2, a distance of 2192.0 feet, more or less, to the point that is the intersection of the West line of Government Lot 2, and the Westerly extension of the north line of Donation land Claim No. 40 in Section 10, thence West along said Westerly extension, 541.2 feet, more or less, to the intersection of said Westerly extension and the Northerly extension of the West line of Government Lot 5; said line being also the Northerly extension of the East line of Donation Land Claim No. 43; thence South along the Northerly extension of Government Lot 5, and the West line of said Government Lot, 2192.0 feet, more or less, to the point of beginning.

PARCEL 12:

The Northwest quarter of the Northwest quarter of Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

PARCEL 13:

Beginning at the Northeast corner of Donation Land Claim No. 44 in Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South on the East line of said Claim, 39.80 chains to the Southeast corner thereof; thence West, 11.36 chains, more or less, to the West line of Section 10, said Township and Range; thence North on said Section line, 39.80 chains to the North line of said Donation Land Claim No. 44; thence East on said North line, 11.50 chains to the point of beginning.

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EXCEPTING THEREFROM the following: Beginning at a point on the Easterly right of way line of a County Road, said point being 30.0 feet East of the northwest corner of the Southwest quarter of Section 10, Township 36 South, Range 2 West of the Willamette Meridian, in Oregon; thence East, 25.0 feet; thence South, 10.0 feet; thence West, 25.0 feet; thence North, 10.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following: Commencing at the Section corner common to Sections 9 and 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South 0° 02' 50" East along the Section line between Sections 9 and 10, 771.66 feet; thence North 89° 57' 10" East, 30.0 feet to the point of beginning; thence along the arc of a 491.34 foot radius curve to the left, 772.25 feet (the long chord of which curve bears South 45° 04' 25" East, 695.18 feet); thence South 89° 54' West, 491.79 feet; thence North 0° 02' 50" West, 491.79 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, the following: Beginning at the 1/4 section corner common to Sections 9 and 10, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon; thence North 89° 57' 10" East, 759 feet, more or less, to the Northeast corner of Donation Land Claim No. 44, Section 10, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South, 1320.0 feet, more or less, to the North line of Table Rock Road; thence West to the most Easterly corner of that tract conveyed to Jackson County, Oregon, in Jackson County Deed Book 469, Page 163; thence along the arc of a 491.34 foot radius curve to the right, 772.25 feet (the long chord of which curve bears North 45° 04' 25" West, 695.18 feet), to the most Northerly corner of said tract; thence South 89° 57' 10" West, 30 feet to the Section line between aforesaid Sections 9 and 10; thence North, 771.66 feet to the point of beginning.

PARCEL 14:

Beginning at the 1/4 section corner common to Sections 9 and 10, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon; thence North 89° 57' 10" East, 759 feet, more or less, to the Northeast corner of Donation Land Claim No. 44, Section 10, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South, 1320.0 feet, more or less, to the North line of Table Rock Road; thence West to the most Easterly corner of that tract conveyed to Jackson County, Oregon, in Jackson County Deed Book 469, Page 163; thence along the arc of a 491.34 foot radius curve to the right, 772.25 feet (the long chord of which curve bears North 45° 04' 25" West, 695.18 feet), to the most Northerly corner of said tract; thence South 89° 57' 10" West, 30 feet to the Section line between aforesaid Sections 9 and 10; thence North, 771.66 feet to the point of beginning.

PARCEL 15:

Lot 1, of Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

PARCEL 16:

The West half of the West half of the following described tract of land:

Government Lots 8, 9, 10 and 11 of Section 10, Lots 15 and 16 of Section 11, all in Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

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EXCEPTING THEREFROM, the following: Beginning at the Southeast corner of the West half of the West half of said Government Lots said Township and Range; thence North, 342.0 feet; thence West 146.0 feet, more or less, to an irrigation ditch; thence in a Southerly direction following said ditch, 342.0 feet to the South line of said tract; thence East, 152.0 feet, more or less, to the point of beginning.

Account 10173240, Map 362W10 102

PARCEL 17:

The South half of the Southeast quarter of the Southeast quarter of Section 9, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon.

PARCEL 18:

The North half of the Southeast quarter of Section 9, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon.

PARCEL 19:

The Southwest quarter of the Northeast quarter of Section 9, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

ALSO, Beginning at the Southeast corner of the Northeast quarter of Section 9, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon; thence west along the center of said Section, 80 rods; thence North, 60 rods; thence East, 80 rods to the East line of said Section 9; thence South along said East line, 60 rods to the point of beginning.

PARCEL 20:

The East half of the Northeast quarter of Section 9, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

EXCEPTING THEREFROM the following: Beginning at the Southeast corner of the Northeast quarter of said Section 9; thence West along the center line of said Section, 80 rods; thence North, 60 rods; thence East, 80 rods to the East line of said Section 9; thence South along said East line, 60 rods to the point of beginning.

SAVE AND EXCEPT from Parcels 17 through 20 the following described property: The following described tract of land located in Section 9, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon, to-wit: Beginning at the Northeast corner of Section 9, thence West along the North line thereof 670.0 feet, more or less, to the center line of Snider Creek, as it presently exists in January 1975; thence South 10° West along the average center line of said existing creek, 2300.0 feet, more or less, to a point where said creek centerline angles Southeasterly; thence along said average creek center line, South 18° East 1500.0 feet, more or less, to an angle in the average center line; thence along said average center line, South 55° East, 300.0 feet, more or less, to its point of intersection with the

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South line of the North half of the southeast quarter of Section 9 thence East along the South line thereof 240.0 feet, more or less, to the East line of Section 9; thence North of said Section 3960.0 feet to the point of beginning.

SAVE AND EXCEPT that part lying within Table Rock Road and Wheeler Road.

Account 10173191, Map 362W09 101

PARCEL 21:

All of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon. EXCEPTING THEREFROM the following: Beginning at the Northeast corner of said Claim No. 43; thence South 160 rods; thence West 80 rods; thence North 160 rods; thence East 80 rods to the point of beginning.

ALSO, all that part of Government Lot 4 in Section 15, and Government Lot 1 in Section 16, and Donation Land Claim No. 45 in Township 36 South, Range 2 West of the Willamette Meridian, in Jackson County, Oregon, according to the United States Government Survey thereof, lying NORTHERLY of the northerly bank of Rogue River (as of September 18, 1939), said northerly bank being described as follows: Beginning at the point of intersection of the east boundary of Government Lot 4 in Section 15, said Township and Range, with the northerly bank of Rogue River, said point being South 2271.0 feet, and East 1325.0 feet from the section corner common to Sections 9, 10, 15 and 16, said Township and Range; thence South 54° 30' West 109.3 feet; thence North 89° 00' West 270.0 feet; thence West 250.0 feet; thence South 81° 45' West 240.0 feet; thence North 89° 15' West 200.0; thence North 64° 15' West 390.0 feet; thence South 85° 30' West 270.0 feet; thence South 61° 00' West 290.0 feet; thence South 66° 30' West 420.0 feet; thence South 76° 00' West 300.0 feet; thence North 38° 00' West 78.0 feet to a point, from which point the above mentioned section corner bears East 1320.0 feet and North 2532.5 feet.

ALSO, the Northeast quarter of the Northwest quarter of Section 16, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon.

ALSO, the Northwest quarter of the Northwest quarter of Section 16, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon. SAVE AND EXCEPT from all of the above tracts that part lying within the boundaries of County Road.

Account 10744566, Map 362W16 100

Account 10173807, Map 362W15 800

PARCEL 22:

Beginning at the northeast corner of Donation Land Claim No. 43 in Section 10, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence South 704.0 feet to a point on the East line of that tract described in Document No. 73-18977, Jackson County Records, that bears North 616.0 feet from the Southeast corner of said tract for the true point of beginning of the tract to be described; thence South along the East line of said Tract, 616.0 feet to the center line of Table Rock Road (County Road); thence East along the center line of said road 435.0 feet; thence North and parallel with the aforementioned Tract 616.0 feet; thence West and parallel with the center line of Table Rock Road, 435.0 feet to the true point of beginning.

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PARCEL 23:

Beginning at the Northeast corner of the Donation Land Claim No. 43, in Section 10, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South 704.0 feet to a point on the East line of that tract described in Document No. 73-18977, Jackson County Records, that bears North 616.0 feet from the Southeast corner of said tract for the true point of beginning of the tract to be described; thence East and parallel with the center line of Table Rock Market Road 435.0 feet; thence South and parallel with the aforementioned Tract 616.0 feet to the center line of Table Rock road; thence east along the center line of said road 208.0 feet; thence North and parallel with the West line of Government Lot 4, in Section 10, a distance of 616.0 feet; thence West and parallel with the centerline of said Road 101.8 feet, more or less, to the West line of Government Lot 4, thence North along the West line of Government Lot 4, Government Lot 3 and Government Lot 2, a distance of 2192.0 feet, more or less, to the point that is the intersection of the West line of Government Lot 2, and the Westerly extension of the north line of Donation land Claim No. 40 in Section 10, thence West along said Westerly extension, 541.2 feet, more or less, to the intersection of said Westerly extension and the Northerly extension of the West line of Government Lot 5; said line being also the Northerly extension of the East line of Donation Land Claim No. 43; thence South along the Northerly extension of Government Lot 5, and the West line of said Government Lot, 2192.0 feet, more or less, to the point of beginning.

Account 10580791, Map 362W10 103

PARCEL 24:

Beginning at a point on the west line of Table Rock Market Road (County Road) 2730.0 feet South and 30.0 feet West of the northeast corner of Section 9 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence West, parallel with the north line of said Section 9, a distance of 802.0 feet, more or less, to the center of Snider Creek as it existed in January, 1975; thence South 18° East, along the average centerline of said Creek, 683.5 feet to a point 580.0 feet North of the south line of the Northeast Quarter of the Southeast Quarter of said Section 9; thence East, parallel with the south line of said quarter quarter, 590.0 feet, more or less, to the west line of said Table Rock Market Road; thence North, along said west line, 650.0 feet to the point of beginning.

Account 10566909, Map 362W09 103

PARCEL 25:

Commencing at the southeast corner of the Northeast Quarter of the Southeast Quarter of Section 9 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence West, along the south line of said quarter quarter, 30.0 feet to the west line of Table Rock Market Road, for the true point of beginning; thence continue West, along said south line, 210.0 feet, more or less, to the center line of Snider Creek as it existed in January, 1975; thence North 55° West, along the average center line of said Creek, 300.0 feet, more or less, to an angle in the average center line; thence North 18° West, along said average center line, 430.0 feet, more or less, to a point 580.0 feet North of the south line of said quarter quarter; thence East, parallel with said south line of said quarter quarter; thence East, parallel with said south line, 590.0 feet, more or less, to the west line of said Table Rock Market Road; thence South, along said west line, 580.0 feet to the true point of beginning.

Account 10687358, Map 362W09 104

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PARCEL 26:

Beginning at the northeast corner of Section 9 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South along the east line thereof, 1664.0 feet, thence West and parallel with the north line of said Section 920.0 feet to the centerline of Snider Creek as it existed in January 1975; thence northerly along the average centerline 1700.0 feet, more or less, to intersect the north line of said Section 9; thence East along the North line thereof, 610.0 feet, more or less, to the point of beginning.

Account 10561627, Map 362W09 102

PARCEL 27:

The Northwest Quarter of the Northeast Quarter of Section 35, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10159471, Map 352W35 200

PARCEL 28:

The Northeast Quarter of the Northeast Quarter of Section 35, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10159471, Map 352W35 100

PARCEL 29:

All that part of the West half of the Northwest quarter of Section 36, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon, lying and being Westerly of the Westerly line of Antioch Road (County Road).

ALSO: All that part of the North one-third of the Southeast quarter of the Northwest quarter of Section 36, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon, lying and being Westerly of the Westerly line of Antioch Road (County Road).

Account 10632858, Map 352W36 103

PARCEL 30:

The Southeast Quarter of the Southwest Quarter of Section 26, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

Account 10156678, Map 352W26 700

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PARCEL 31:

Lots 1 to 8 inclusive; Lots 12 to 17 inclusive; and Lots 22 to 30 inclusive, all in LIVE OAK ORCHARDS TRACTS, in Section 26, Township 35 South, Range 2 West, Willamette Meridian, Jackson County, Oregon, as platted and of record in the office of the county clerk of said county.

Account 10746399, Map 352W26 501

PARCEL 32:

Commencing at a 1/2" iron pin monumenting the northwest corner of Donation Land Claim No. 42 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence North 1.75 feet, thence South 89° 52' 00" West, along the center line of Table Rock Road (County Road), 3594.85 feet (Record 3596.6 feet) to intersect the east line of Donation Land Claim No. 43, said Township and Range, at a 1/2" iron pin, thence South 00° 08' 40" West, along said east Donation Land Claim Line, 30.00 feet to a 5/8" iron pin; thence North 89° 52' 00" East, along the south right of way line of said Table Rock Road, 564.98 feet (Record 565.0 feet) to the true point of beginning; thence South 00° 15' 00" West 997.29 feet to a 5/8" iron pin; thence South 89° 52' 00" West 261.57 feet; thence North 00° 11' 50" East 997.29 feet to intersect said south right of way line of Table Rock Road; thence North 85° 52' 00" East, along said right of way line, 262.49 feet to the true point of beginning.

Account 10590691, Map 362W15 702

PARCEL 33:

The North half of the Northwest Quarter of the Northeast Quarter of Section 4, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon.

SAVE AND EXCEPT that part lying within the boundaries of County Road (Wheeler Road) to the West and the County Road (Tresham Lane) to the North.

Account 10161835, Map 362W04 101

PARCEL 34:

A tract of land being situated in Section 10, Township 36 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of Donation Land Claim No. 43, Township 36 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence South 80 rods to the County Road; thence West along the center of said County Road, 40 rods; thence North 80 rods; thence East 40 rods to the point of beginning.

Account 10173231, Map 362W10 101

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PARCEL 35:

The Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section 26, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon. EXCEPTING THEREFROM that portion conveyed to the State of Oregon acting by and through its State Highway Commission by deed recorded in Volume 295, Page 113, Jackson County, Oregon, Deed Records.

Account 10156637, Map 352W26 300
Account 10629889, Map 352W26 301
Account 10629897, Map 352W26 302
Account 10629902, Map 352W26 303

PARCEL 36:

Commencing at the most northerly-northwest corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence East 330.00 feet for the true point of beginning; thence South 1320.00 feet to the centerline of Table Rock Road (County Road); thence East, along said Road centerline, 330.00 feet to the southwest corner of tract described in deed recorded as No. 71-00781 of the Official Records of Jackson County, Oregon; thence North, along the west line of said tract, 1320.00 feet; thence West 330.00 feet to the true point of beginning.

Account 10173264, Map 362W10 400

PARCEL 37:

Commencing at the most northerly-northwest corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence East 330.00 feet, thence South 1320.00 feet, thence West 25.00 feet for the true point of beginning; thence North 714.10 feet; thence West 305.00 feet; thence South 714.10 feet; thence East 305.00 feet to the true point of beginning.

Account 10598045, Map 362W10 404

PARCEL 38:

Beginning at the most northerly-northwest corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence East 330.00 feet, thence South 1320.00 feet, thence West 25.00 feet; thence North 714.1 feet; thence West 305.0 feet; thence North 605.9 feet to the point of beginning.

Account 10598051, Map 362W10 405

PARCEL 39:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.0 feet to the center-line of Table Rock Road (County Road), thence West, along said road centerline, 560.0 feet to the true point

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of beginning; thence South 1320.0 feet; thence East 560.0 feet to the southwest corner of Government Lot 6 in Section 10 of said Township and Range; thence North, along the west line of said Government Lot, a distance of 400.0 feet; thence West 535.0 feet; thence North 920.0 feet to the centerline of said Table Rock Road; thence West, along said center-line, 25.0 feet to the true point of beginning.

Account 10629571, Map 362W10 407

PARCEL 40:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.0 feet to the center-line of Table Rock Road (County Road) and the true point of beginning; thence West, along said road centerline, 535.00 feet; thence South, leaving said centerline, 920.00 feet; thence east 535.00 feet to intersect the west line of Government Lot 6, at a point 400.00 feet North of the southwest corner of said Lot 6 and South 920.00 feet from the true point of beginning; thence North, along the west line of said Lot 6, a distance of 920.00 feet to the true point of beginning.

Account 10629589, Map 362W10 408

PARCEL 41:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.00 feet to the centerline of Table Rock Road (County Road), thence West, along said road centerline, 990.00 feet, for the true point of beginning; thence South 1320.00 feet; thence West 330.00 feet; thence North 605.90 feet; thence East 305.00 feet; thence North 714.10 feet to the centerline of said road; thence East, along said centerline, 25.00 feet to the true point of beginning.

Account 10173272, Map 362W10 401

PARCEL 42:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.00 feet to the centerline of Table Rock Road (County Road), thence West, along said road centerline, 1320.0 feet to the true point of beginning; thence South 714.1 feet; thence East 305.0 feet; thence North 714.1 feet to the centerline of said Table Rock Road; thence West, along said centerline, 305.0 feet to the true point of beginning.

Account 10598029, Map 362W10 402

PARCEL 43:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.00 feet to the centerline of Table Rock Road (County Road), thence West, along said road centerline, 990.00 feet to the northeast corner of tract described in deed recorded in Volume 576 Page 190 of the Deed Records of Jackson

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County, Oregon, and the true point of beginning; thence South, along the east line of said tract, 1320.0 feet; thence East 430.0 feet; thence North 606.0 feet; thence West 405.0 feet; thence North 714.0 feet to the centerline of said Table Rock Road (County Road); thence West, along said centerline, 25.0 feet to the true point of beginning.

Account 10598037, Map 362W10 403

PARCEL 44:

Commencing at the northeast corner of Donation Land Claim No. 43 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence South 1320.00 feet to the centerline of Table Rock Road (County Road), thence West, along said road centerline, 965.0 feet to a point 25.0 feet East of the northeast corner of tract described in Deed recorded in Volume 576 Page 190 of the Deed records of Jackson County, Oregon, and the true point of beginning; thence South, parallel with and 25.0 feet East of the east line of said Deed, 714.0 feet; thence East 405.0 feet; thence North 714.0 feet to the centerline of said Table Rock Road; thence West, along said centerline, 405.0 feet to the true point of beginning.

Account 10629562, Map 362W10 406

PARCEL 45:

The North Half of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon. EXCEPTING THEREFROM the following: Beginning at the center of Snider Creek where said Creek intersects the easterly line of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence South, along said section line, to the southeast corner of the Northeast Quarter of said Section; thence West, along the quarter section line, to the center of Snider Creek, where said Creek intersects the said quarter section line; thence in a Northeasterly direction, along the center line of said Creek, to the point of beginning. ALSO, EXCEPTING THEREFROM the following: Beginning at the center of Snider Creek, where the said Creek intersects the easterly line of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence North, along the easterly line of said Section, 450.00 feet; thence West 330.00 feet; thence South, parallel to the section line, to the center of Snider Creek; thence Northeasterly, along the center line of said Creek, to the point of beginning. ALSO, EXCEPTING THEREFROM the following: Beginning at the northeast corner of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence South, along the east line of said Section 33, a distance of 650.0 feet; thence West, parallel with the north line of said Section 33, a distance of 330.0 feet; thence North 650.0 feet, to the north line of said Section; thence East, along said line, 330.0 feet to the point of beginning. ALSO, EXCEPTING THEREFROM that portion conveyed to the County of Jackson by deed recorded in Volume 164 Page 424 of the Deed Records of Jackson County, Oregon. ALSO, EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Department, by deed recorded in Volume 345 Page 252 of the Deed Records of Jackson County, Oregon.

Account 10159081, Map 352W33 101

Account 10612983, Map 352W33 104

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PARCEL 46:

Beginning at a point 30 feet West, and 660.0 feet South, of the quarter corner common to Sections 33 and 34, Township 35 South, Range 2 West, of the Willamette Meridian, Jackson County, Oregon, said point being the Southeast corner of that tract described in instrument recorded as Document No. 73-13683, Official Records of Jackson County, Oregon; thence West, along the South line of said tract, 660.0 feet, to the southwest corner thereof; thence South, 330.0 feet; thence East, parallel with the South line of said tract, 660.0 feet, to a point 330.0 feet South of the point of beginning; thence North, 330.0 feet, to the point of beginning.

Account 10592740, Map 352W33 447

PARCEL 47:

The Southeast Quarter of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon. EXCEPTING THEREFROM the following: Beginning 30.0 feet West and 330.0 feet South of the quarter corner common to Sections 33 and 34 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence West 660.0 feet; thence South 330.0 feet; thence East 660.0 feet; thence North 330.0 feet to the point of beginning. ALSO, EXCEPTING THEREFROM the following: Beginning at a 5/8" iron pin set for the quarter corner common to Sections 33 and 34 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence, along the east boundary of said Section 33, South 0° 32' 10" East 330.01 feet; thence, to and along the north boundary of tract described in deed recorded as No. 73-13683 of the Official Records of said county, West 693.09 feet to the northwest corner of said tract; thence North 332.76 feet to intersect the "East-West" centerline of said Section 33; thence, along said "East-West" centerline, South 89° 46' 15" East 690.00 feet to the point of beginning. ALSO, EXCEPTING THEREFROM the following: Beginning at a point 30.0 feet West and 660.0 feet South of the quarter corner common to Sections 33 and 34 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, said point being the southeast corner of that tract described in deed recorded as No. 73-13683 of the Official Records of Jackson County, Oregon; thence West, along the south line of said tract, 660.0 feet to the southwest corner thereof; thence South 330.0 feet; thence East, parallel with the south line of said tract, 660.0 feet to a point 330.0 feet South of the point of beginning; thence North 330.0 feet to the point of beginning.

PARCEL 48:

Beginning at the northeast corner of the Southwest Quarter of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence West, along the north line of said Southwest Quarter, 100.00 feet to the northeast corner of tract described in Volume 457 Page 258 of the Deed Records of Jackson County, Oregon; thence South, along the east line of said tract, 430.00 feet to the southeast corner thereof; thence West, along the south line of said tract, 395.00 feet; thence North 430.00 feet to the north line of said Southwest Quarter; thence South 89° 48' 15" West, along said line, 92.81 feet to the east line of Land of Many Oaks Addition No. 2 in Jackson County, Oregon, according to the official plat thereof, now of record; thence South 0° 31' 30" East, along said line, to the southeast corner of said Addition; thence South 89° 28' 30" East 357.00 feet to the west line of tract described in Volume 499 deed page 363; thence North 15.00 feet to the northwest corner thereof; thence east, along the north line of said tract, 253.00 feet to the northeast corner thereof; thence continue East 60.00 feet to the north-south centerline of said Section 33; thence North, along said line, 1320.00 feet to the point of beginning. EXCEPTING THEREFROM the following: Beginning at a 1" iron pin located at the southeast corner of LAND OF MANY OAKS, ADDITION 2, according to the official plat thereof, now

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of record, in the Southwest Quarter of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence, along the easterly projection of the south right-of-way line of McMartin Lane, North 89° 27' 35" East 620.79 feet, thence parallel with the north-south centerline of said Section 33 and being 60.00 feet Westerly at right angles therefrom, North 0° 32' 40" West 906.25 feet; thence to and along the south boundary of tract described in deed recorded as No. 67-06491 of the Official Records of Jackson County, Oregon, North 89° 43' 10" West 436.51 feet to a 3/4" iron pipe found at the southwest corner of said tract; thence, along the west boundary of said tract and the Northerly projection thereof, North 0° 35' 50" West 431.58 feet to an intersection with the south boundary of Lot Seventeen (17) in Block Five (5) of LAND OF MANY OAKS ADDITION NO. 3, thence, along said south boundary North 89° 46' 40" West 183.49 feet to intersect the east boundary of said LAND OF MANY OAKS ADDITION NO. 2; thence, along said east boundary, South 0° 31' 30" East, 1346.53 feet to the point of beginning.

PARCEL 49:

Beginning at the south quarter corner of Section 33 in Township 35 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon; thence North 89° 55' West, along the south line of said Section, 60.00 feet; thence North 0° 32' West 30.00 feet to the southeast corner of tract described in Volume 499 page 363 of the Deed Records of Jackson County, Oregon; thence continue North 0° 32' West, along the east line of said tract, 1290.00 feet to the northeast corner thereof; thence East 60.00 feet to the north-south centerline of said Section 33; thence South, along said line, 1320.0 feet to the point of beginning.

Account 10159318, Map 352W33 446

PARCEL 50:

Commencing at a 1/2" iron pin monumenting the northwest corner of Donation Land Claim No. 42 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, thence North 1.75 feet, thence South 48° 52' 00" West along the center line of Table Rock Road (County Road) 3594.58 feet (Record 3596.6 feet) to intersect the east line of Donation Land Claim No. 43 at a 1/2" iron pin thence South 00° 08' 40" West along said east Donation Land Claim Line, 30.00 feet to a 5/8" iron pin, and the true point of beginning; thence North 89° 52' 00" East along the south right of way line of said Table Rock Road, 564.98 feet (Record 565.0 feet); thence South 00° 15' West 3295.00 feet to the bank of Rogue River; thence down Rogue River in a Westerly direction to the intersection of the east line of said Donation Land Claim No. 43; thence North 00° 04' East along said east line, 3310.0 feet to the point of beginning.

EXCEPTING THEREFROM the following: A tract or parcel of land situated in the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15 in Township 36 South, Range 2 West of the Willamette Meridian in Jackson County, Oregon, and being more particularly described as follows: Commencing at a 1/2" iron pin at the intersection of the center line of Table Rock Road and the east line of Donation Land Claim No. 43 above Township and Range, said pin bears North 1.75 feet, thence South 89° 52' 00" West 3594.85 feet (Record 3596.6 feet) from the northwest corner of Donation Land Claim No. 42, thence South 00° 08' 40" West along said east Donation Land Claim Line, 30.00 feet to the true point of beginning, being a 5/8" iron pin on the south right of way line of said Table Rock Road; thence along said road line, North 89° 52' 00" East 262.49 feet to a 5/8" iron pin; thence South 00° 11' 50" West 997.29 feet to a 5/8" iron pin; thence South 89° 52' 00" West 261.57 feet to a 5/8" iron pin on the east line of said Donation Land Claim No. 43; thence North 00° 08' 40" East 997.29 feet to the point of beginning. ALSO EXCEPTING THEREFROM the following: Commencing at a 1/2" iron pin monumenting the

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United States Department of the Interior



IN REPLY REFER TO:

PN-3324
WTR-4.00

BUREAU OF RECLAMATION
Pacific Northwest Region
1150 North Curtis Road, Suite 100
Boise, Idaho 83706-1234

NOV 13 2008

Central Point School District No. 6
c/o Ms. Vicki Robinson
300 Ash Street
Central Point, OR 97502

Subject: Lost Creek Reservoir Water Service Contract No. 099E101693, Rogue River Basin
Project, Oregon

Dear Ms. Robinson:

Enclosed for your records is an original of the fully executed subject contract, which provides for the irrigation use of up to 5.525 acre-feet of stored water from the Lost Creek Reservoir beginning with the 2009 irrigation season. Central Point School District No. 6 will be billed annually for subsequent irrigation seasons per article 5 of the subject contract beginning in 2010.

Thank you for executing the subject contract. If you have any questions about the contract, please contact Mr. Bill Parks at the above address or by telephone at 208-378-5344.

Sincerely,

Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271

Mr. Bruce Sund
District 14 Watermaster
942 SW 6th Street, Suite E
Grants Pass, OR 97526
(w/encl to each)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 13th day of November, 2008, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187) and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891) (which acts are commonly known and referred to as the Reclamation Laws), and the Flood Control Act of 1962 (76 Stat. 1173), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Central Point School District No. 6**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

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

3. WHEREAS, the Contractor owns land hereinafter described, for which a water supply from Lost Creek Reservoir is desired to be secured from the United States;

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

Lands for Which Water is Released: Limitations on Diversions

4. The United States shall release each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Rogue River Basin Project for the irrigation of land owned by the Contractor described as follows:

1.45 acres, SE1/4 SE1/4, Section 28, T. 35 S., R. 2 W., W.M.

Of the land described, not more than 1.45 acres are to be irrigated. The amount of water to be released hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 5.525 acre-feet of stored water annually, measured at the point of diversion of said water.

Payments for Water

5. (a) An annual payment of \$50.00 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$50.00 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to divert up to a maximum of 5.525 acre-feet of stored water for irrigation of the lands described in Article 4 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount

of stored water actually diverted, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year by the Contracting Officer: Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual charge set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual charge shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 4 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Rogue River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 14 of this contract.

Contract Administration Fee

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

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

Charges for Delinquent Payments

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

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

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

Release of Water

8. (a) Upon payment of the annual payment specified in subarticle 5(a) above, the United States will release water to the Contractor from the Rogue River Basin Project pursuant to

this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payment.

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

333 feet south and 1,987 feet west of the northwest corner of
Section 6, T. 36 S., R. 1 W., W.M.

The Contractor shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the appropriate State-appointed watermaster. The water to be diverted hereunder shall be measured by means of measuring or controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, and maintained by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or the watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

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

Special Conditions

9. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 4. Prior to executing this contract, the Contractor shall secure any easements from the

Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project determined in accordance with the law governing the project.

(b) If, at some future date, the Contracting Officer determines there is sufficient demand for irrigation water from the Rogue River Basin Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 4 becomes dependent upon membership in the organization established for that purpose.

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

Term of Contract

10. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 9 or 11 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods

not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto:
Provided further; that the terms and conditions of each renewal shall be negotiated in light of
circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the
expiration of the then existing contract.

Termination of Contract

11. This contract may be terminated and water service hereunder shall cease at the
option of the United States or at any time if the Contractor is delinquent in payment of the water
service charge for a period of 90 days or upon failure of the Contractor to abide by any notice,
order, rule, or regulation of the United States or the State of Oregon now or hereafter established
affecting water service hereunder.

Constraints on the Availability of Water (Water Shortages)

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

If there is a Condition of Shortage because of errors in physical operations of the Project,
drought, other physical causes beyond the control of the United States, or actions taken by the
Contracting Officer to meet current and future legal obligations, then no liability shall accrue
against the United States or any of its officers, agents or employees for any damage, direct or
indirect, arising therefrom.

Disclaimer

13. No provision of this contract, nor of any renewal thereof, nor the release of water
hereunder will be construed to bind the United States after the expiration of this contract as the
basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations
and downstream flows associated with the Rogue River Basin Project, the United States does not
guarantee the availability of water at the point of the Contractor's diversion facilities as they may

now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons for whom water is released.

Notices

14. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Central Point School District No. 6 c/o Vicki Robinson, 300 Ash Street, Central Point, OR 97502. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

General Provisions

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

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

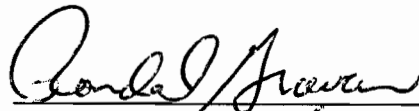
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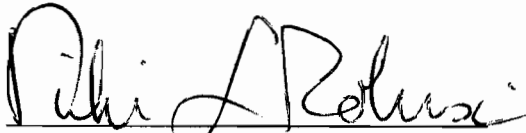
WATER RESOURCES DEPT
SALEM, OREGON

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

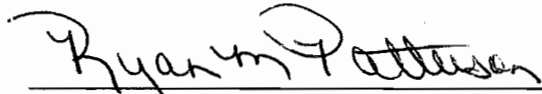
CENTRAL POINT SCHOOL DISTRICT NO. 6

By: 
Signature and Title Superintendent

Attest:

By: 
Signature and Title
Vicki L. Robinson
Director of Business Services/Deputy Clerk

UNITED STATES OF AMERICA


Program Manager
Repayment and Acreage Limitation
PN Region
Bureau of Reclamation
1150 North Curtis Road, Suite 100
Boise, ID 83706-1234

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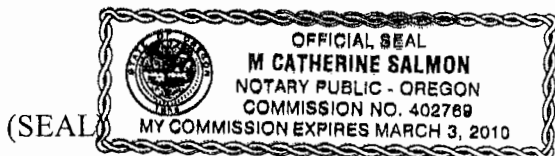
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STATE OF Ore)
County of Jackson : SS

On this 10th day of November, 2008, before me, a notary public, personally appeared Vicki L. Robinson and Randal K. Kawa known to me to be the official(s) that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CENTRAL POINT SCHOOL DISTRICT NO. 6**, for the uses and purposes therein mentioned, and on oath stated that he/she/they (please circle one) is/are authorized to execute said instrument on its behalf.

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

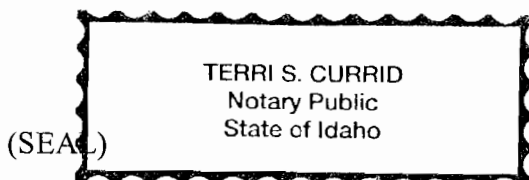


M. Catherine Salmon
Notary Public in and for the
State of Oregon
Residing at: Central Point
My commission expires: 3/3/2010

STATE OF IDAHO)
County of Ada) : SS

On this 13th day of November, 2008, personally appeared before me Ryan Patterson, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Terri S. Currid
Notary Public in and for the
State of IDAHO
Residing at: Boise, ID
My commission expires: 2/27/2014

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SALEM, OREGON

GENERAL PROVISIONS --- ROGUE RIVER BASIN PROJECT

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

CHANGES IN CONTRACTOR'S ORGANIZATION

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

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SALEM, OREGON

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

WATER CONSERVATION

(i). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982 (RRA) and Part 427.1 of the Water Conservation Rules and Regulations effective January, 1, 1998.

EQUAL EMPLOYMENT OPPORTUNITY

(j). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive

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Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(k). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), Title II of the Americans with Disabilities Act of 1990 if the entity is a State or local government entity [Title III if the entity is a non-government entity], and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

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

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WATER RESOURCES DEPT
SALEM, OREGON

PRIVACY ACT COMPLIANCE

(l). (1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 *et seq.*) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1261), and pursuant to 43 CFR 426.18.

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

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

(n). Articles 1 through 15 of this Contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains, and no one party shall be considered to have drafted the stated articles.

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