

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME RIVER BEND WEST IRRIGATION ASSOCIATION (DAVE ROWLANDS – PRESIDENT)		PHONE (HM)	
PHONE (WK)	CELL 503-319-7056	FAX	
ADDRESS 6095 MELQUA ROAD P.O. Box 1304			RECEIVED BY OWRD
CITY ROSEBURG	STATE OR	ZIP 97471	E-MAIL * TABBITHA98@HOTMAIL.COM

MAY 28 2013

97470

SALEM, OR

Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

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

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

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. 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.



David Rowlands *David R Rowlands* *5-23-2013*
Applicant Signature Print Name and title if applicable Date

Applicant Signature

Print Name and title if applicable

Date

Revised

App. No. <i>6-87902</i>	For Department Use	Date
Permit No.		

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: WATER USE

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

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

SOURCE	USE	PERIOD OF USE	AMOUNT
Galesville Reservoir	Irrigation of 53 Acres	March 1 – October 31	118.2 <input type="checkbox"/> cfs <input type="checkbox"/> gpm X <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:

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

Primary: 53 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: _____

- 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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Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

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WS13-0286
 #55- RCPT #
 P153D

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: River Bend West Irrigation Association

Mailing Address: 6095 Melqua Road

Roseburg
 City

OR
 State

97471
 Zip

Daytime Phone: 503-319-7056

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
						<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	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Douglas County: See attached table of diverted/conveyed and used properties. RECEIVED BY OWRD
 MAY 28 2013

B. Description of Proposed Use

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

- X 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: X Reservoir/Pond Ground Water Surface Water (name) Galesville Reservoir

Estimated quantity of water needed: 118 cubic feet per second gallons per minute X acre-feet

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

Briefly describe:

Irrigation of 53 acres using Galesville Reservoir stored water delivered through RBWIA distribution system.



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): 3.6.000
- 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.

NO CONSTRUCTION IS AUTHORIZED. R48565

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Name: KELLY WHITE Title: PLANNING TECH SALEM, OR

Signature: Kelly White Phone: 541-440-4289 Date: 5/23/13

Government Entity: DOUGLAS 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.

Receipt for Request for Land Use Information



Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

COPY

I-2007-10

DOUGLAS COUNTY OREGON
FILED

JUN 18 2007

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

BARBARA E. NIELSEN, COUNTY CLERK

This contract is made on _____, 200 7 between Douglas County, a political
subdivision of the State of Oregon (County), and _____
River Bend West Water Association (Customer).

COUNTY AND CUSTOMER AGREE:

1. TERM AND RENEWAL:

1.1. The initial term of this contract shall begin on June 4, 200 7 and end on
December 31, 2016, unless it is sooner terminated as provided herein.

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

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

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

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

MAY 28 2013

SALEM, OR

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

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

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

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

2. AUTHORITY OF PUBLIC WORKS DIRECTOR:

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

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

S-87902

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

3. WATER ALLOCATION: Each year during the term of this contract, County shall allocate sufficient acre feet of storage capacity in the Galesville Reservoir for Customer to irrigate 53.0 acres. This allocation shall not exceed 2.23 acre feet per acre per irrigation season as specified on the attached Exhibit A.

4. PERMITS AND CERTIFICATES OF WATER RIGHTS:

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

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

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

5. RELEASE OF WATER:

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

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

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

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

6. DIVERSION AND USE OF WATER:

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

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

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

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S-87902

MAY 28 2013

SALEM, OR

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

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

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

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

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

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

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

11. PRICE OF WATER:

11.1. During the initial term, the price for the allocation stated in section 3 shall be \$ 1,525.70 per year.

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

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

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

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

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

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S-87902

MAY 28 2013

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

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

12. PAYMENT:

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

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

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

13. LIMITATIONS ON LIABILITY:

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

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

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

14. DEFAULT:

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

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

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

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S-87902

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

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

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

18. NOTICES:

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

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

18.3. Notices to Customer shall be directed to:

River Bend West Water Association

PO Box 1304, Roseburg, OR 97470

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

CUSTOMER

Name River Bend Water Assoc.

By Diane S. Aells
Title Treasurer

SSA or Fed ID No. _____

Date _____

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

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

Date 6/18/07

REVIEWED AS TO CONTENT By <u>TRM</u> Manager, Natural Resources Division Date <u>6/18/07</u>	REVIEWED AS TO FORM By <u>Haugh</u> Office of County Counsel Date <u>6/11/07</u>
Coding <u>215-0000-2810-00-012010</u>	

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S-87702

SALEM, OR

EXHIBIT A

COMPUTATION OF RATE:

PRIMARY IRRIGATION

1. 53.00 acres of primary irrigation. This allocation shall not exceed 2.23 acre feet per acre each irrigation season.

Acre Feet: 118.19 Annual Cost: \$ 1,525.70

SUPPLEMENTAL IRRIGATION

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

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

Acre Feet: Annual Cost: \$

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

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

Acre Feet: Annual Cost: \$

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

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

Acre Feet: Annual Cost: \$

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

Summary:

Total Acres:	<u>53.00</u>	acres
Total Allocation:	<u>118.19</u>	acre feet
Total Cost:	<u>\$ 1,525.70</u>	

COPY

R.B.W. Secretary
copy



Department of Commerce
Corporation Division

Certificate of Incorporation

OF

RIVER BEND WEST OWNERS' ASSOCIATION, INC.

The undersigned, as Corporation Commissioner of the State of Oregon, hereby certifies that duplicate originals of Articles of Incorporation, duly signed and verified pursuant to the provisions of the Oregon Nonprofit Corporation Act, have been received in this office and are found to conform to law.

Accordingly, the undersigned, as such Corporation Commissioner, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the seal of the Corporation Division of the Department of Commerce of the State of Oregon this 24th day of September, 1974.



Frank J. Healy
Corporation Commissioner

By *[Signature]*
Chief Clerk

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MAY 28 2011

S-87902

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ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Dan G. McKinney, OSB #96914
DC Law
Johnson & McKinney, Inc.
435 SE Kane Street
P.O. Box 1265
Roseburg, OR 97470

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2008-005289



\$46.00

00212049200800052890050057

03/13/2008 02:47:25 PM

AFTER RECORDING RETURN TO:

Dan G. McKinney, OSB #96914
DC Law
Johnson & McKinney, Inc.
435 SE Kane Street
P.O. Box 1265
Roseburg, OR 97470

DEED-BS Cnt=1 Stn=1 RECEIPTCOUNTER
\$25.00 \$11.00 \$10.00

GRANTOR: River Bend West Owners' Association Inc. GRANTEE: River Bend West Water Association, Inc.

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That River Bend West Owners' Association, Inc., hereinafter called the Grantor, for consideration stated grants and conveys unto River Bend West Water Association, Inc., hereinafter called the Grantee, on property in the county of Douglas, more particularly there described as follows:

The property described in Exhibit "A" attached hereto and made a part hereof.

THE UNDERSIGNED FURTHER grants and conveys unto River Bend West Water Association, Inc., the easement rights identified in that Easement recorded in Book 1236 page 216 as Document #93-10483, which easement is more particularly described in Exhibit "B" attached hereto and made a part hereof.

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

The true consideration for this transfer is the obligation of River Bend West Water Association, Inc. to provide irrigation water to its member which constitute the membership of the Grantor, the predecessor corporation.

RECEIVED BY OWRD

1. BARGAIN AND SALE DEED

MAY 28 2013

SALEM, OR

After recording return to:

Rohm M. Roberts
Arnold Gallagher Saydack, et al.
800 Willamette Street, Suite 800
Eugene, OR 97401

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2011-000083



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EASEMENT

PARTIES: Kenneth E. Debell and Joanne Debell, Husband and Wife, hereafter referred to as "Grantor"

AND: River Bend West Water Association, Inc. , an Oregon non-profit corporation, hereafter referred to as "Grantee"

RECEIVED BY OWRD

EFFECTIVE DATE:

1/3/2011, 2010.

MAY 28 2013

RECITALS:

SALEM, OR

A. Grantor is the owner of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the Owners Association for that certain subdivision located in Douglas County, Oregon, as more particularly described in that certain Declaration of Covenants & Restrictions recorded in the Douglas County Official Records as Instrument No. 74-18405, as amended. Said Declaration, including all amendments recorded of record thereafter, is referred to herein as the "Declaration", and properties referred to therein are hereafter collectively referred to as the "Grantee Property".

C. Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee a non-exclusive easement for ingress, egress, waterline and related utilities purposes upon a portion of the Grantor Property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee and its members a non-exclusive, perpetual easement appurtenant to the Grantee Property upon, under and across that portion of the Grantor Property described generally as a 60 foot right of way running from the existing 60 foot right of way owned by the Grantee (Woodruff Mountain Road), and continuing in a northeasterly direction along the southeasterly boundary of the Grantor Property to the Grantee's park property, as generally depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Property"), for ingress, egress, water line and related utility purposes under the terms and conditions set forth herein. In consideration of the grant of this Easement, Grantee agrees to be responsible for any and all maintenance and repairs to the Easement Property as more particularly described hereinbelow.

2. **Acceptance of Easement/Indemnification.** Grantee does hereby accept the foregoing grant of casement and agrees to maintain, at its sole expense, the Easement Property, and Grantee shall be responsible for all

After recording return to: :
Rohn M. Roberts :
Arnold Gallagher Saydack, et al. :
800 Willamette Street, Suite 800 :
Eugene, OR 97401 :

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2011-002734

\$56.00



EASE-EASE Cnt=1 Stn=17 02/02/2011 11:38:29 AM
\$20.00 \$11.00 \$15.00 \$10.00 ROBIN

EASEMENT

PARTIES: DOUGLAS HARLAND and TERRE HARLAND, Husband and Wife, hereafter referred to as "Grantor"

AND: RIVER BEND WEST WATER ASSOCIATION, INC., an Oregon non-profit corporation, hereafter referred to as "Grantee" RECEIVED BY OWRD

EFFECTIVE DATE: Feb. 1st, 2011. MAY 28 2013

RECITALS: SALEM, OR

- A. Grantor is the owner of that certain real property described as follows (the "Grantor Property"):

PARCEL #1 LAND PARTITION 1996-37 as recorded in the Plat Records of the Douglas County Clerk's office.
- B. Grantee is the Owners Association for that certain subdivision located in Douglas County, Oregon, as more particularly described in that certain Declaration of Covenants & Restrictions recorded in the Douglas County Official Records as Instrument No. 74-18405, as amended. Said Declaration, including all amendments recorded of record thereafter, is referred to herein as the "Declaration," and properties referred to therein are hereafter collectively referred to as the "Grantee Property."
- C. Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee a non-exclusive easement for the installation and maintenance of a waterline and related utilities purposes upon a portion of the Grantor Property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration \$10 and other good and valuable consideration, including the foregoing recitals and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee and its members a non-exclusive, perpetual easement appurtenant to the Grantee Property upon, under and across the northwest portion of the Grantor Property as generally depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property"), for the installation and maintenance of a six inch (6") water line and related utility purposes under the terms and conditions set forth herein.
2. **Acceptance of Easement/Indemnification.** Grantee does hereby accept the foregoing grant of easement and agrees to install the water line and related utilities, at its sole expense, within the Easement Property, and Grantee shall be responsible for all improvements, maintenance and repairs which may be deemed necessary and

After recording return to: :
Rohn M. Roberts :
Arnold Gallagher P.C. :
800 Willamette Street, Suite 800 :
Eugene, OR 97401 :

Douglas County Official Records
Patricia K. Hitt, County Clerk

2013-008067



\$61.00

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MAY 28 2013

EASEMENT

SALEM, OR

PARTIES: DOUGLAS A. SNIDER and DARCY K. SNIDER, Husband and Wife, hereafter referred to as "Grantor"

AND: RIVER BEND WEST WATER ASSOCIATION, INC., an Oregon non-profit corporation, hereafter referred to as "Grantee"

EFFECTIVE DATE: May 1, 2013.

RECITALS:

A. Grantor is the owner of that certain real property described as follows (the "Grantor Property"):

SEE ATTACHED EXHIBIT "A"

B. Grantee is the Owners Association for that certain subdivision located in Douglas County, Oregon, as more particularly described in that certain Declaration of Covenants & Restrictions recorded in the Douglas County Official Records as Instrument No. 74-18405, as amended. Said Declaration, including all amendments recorded of record thereafter, is referred to herein as the "Declaration," and properties referred to therein are hereafter collectively referred to as the "Grantee Property."

C. Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee a non-exclusive easement for the installation and maintenance of a waterline and related utilities purposes upon a portion of the Grantor Property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration \$10 and other good and valuable consideration, including the foregoing recitals and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee and its members a non-exclusive, perpetual easement appurtenant to the Grantee Property upon, under and across the northwest portion of the Grantor Property as generally depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Property"), for the installation and maintenance of a water line and related utility purposes under the terms and conditions set forth herein.

2. **Acceptance of Easement/Indemnification.** Grantee does hereby accept the foregoing grant of easement and agrees to install the water line and related utilities, at its sole expense, within the Easement Property, and Grantee shall be responsible for all improvements, maintenance and repairs which may be deemed necessary and

recording return to:
Rol M. Roberts
Arnold Gallagher Saydack, et al.
800 Willamette Street, Suite 800
Eugene, OR 97401

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2011-002733



\$56.00

02/02/2011 11:38:29 AM
EASE-EASE Cnt=1 Stn=17 ROBIN
\$20.00 \$11.00 \$15.00 \$10.00

EASEMENT

PARTIES: Frank K. Huggins and Doris F. Huggins, Husband and Wife, hereafter referred to as "Grantor"
AND: River Bend West Water Association, Inc. , an Oregon non-profit corporation, hereafter referred to as "Grantee"

RECEIVED BY OWRD

EFFECTIVE DATE: JANUARY 28, 2011.

MAY 28 2013

RECITALS:

SALEM, OR

A. Grantor is the owner of that certain real property described as follows (the "Grantor Property"):

PARCEL #2 LAND PARTITION 1996-37 as recorded in the Plat Records of the Douglas County Clerk's office.

B. Grantee is the Owners Association for that certain subdivision located in Douglas County, Oregon, as more particularly described in that certain Declaration of Covenants & Restrictions recorded in the Douglas County Official Records as Instrument No. 74-18405, as amended. Said Declaration, including all amendments recorded of record thereafter, is referred to herein as the "Declaration", and properties referred to therein are hereafter collectively referred to as the "Grantee Property".

C. Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee a non-exclusive easement for the installation and maintenance of a waterline and related utilities purposes upon a portion of the Grantor Property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration \$10 and other good and valuable consideration, including the foregoing recitals and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee and its members a non-exclusive, perpetual easement appurtenant to the Grantee Property upon, under and across the easterly portion of the Grantor Property as generally depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property"), for the installation and maintenance of a six inch (6") water line and related utility purposes, together with the right to maintain the existing pump house at its current location, as generally depicted on Exhibit A, under the terms and conditions set forth herein.

2. **Acceptance of Easement/Indemnification.** Grantee does hereby accept the foregoing grant of easement and agrees to install the water line and related utilities, at its sole expense, within the Easement Property, and Grantee shall be responsible for all improvements, maintenance and repairs which may be deemed necessary and advisable in order to utilize the Easement Property for the purposes described herein. In addition, Grantee does hereby

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E A S E M E N T

RIVER BEND WEST OWNERS' ASSOCIATION, INC., an Oregon nonprofit corporation, does hereby grant, bargain, sell and convey unto RIVER BEND WEST WATER CO., an Oregon nonprofit corporation, a non-exclusive easement across the real property located in Douglas County, Oregon, more particularly described in Exhibit "A" for the purpose of locating, maintaining and repairing an underground irrigation water pipeline to supply owners of the property included in that real property described in Exhibit "A" with irrigation water.

The true and actual consideration paid for this transfer consists of River Bend West Water Co.'s assuming and agreeing to furnish its members with irrigation water.

Done by resolution of River Bend West Owners' Association, Inc.'s Board of Directors with its corporate seal affixed this 24 day of April, 1975.

RIVER BEND WEST OWNERS' ASSOCIATION, INC.

By Roy L. Wagoner
Roy L. Wagoner, President

By Ingeborg Geiger
Ingeborg Geiger, Secretary

STATE OF OREGON)
County of Douglas) ss.

April 24, 1975

Personally appeared Roy L. Wagoner and Ingeborg Geiger, who, being each duly sworn for himself and not one for the other, did say that the former is the President of River Bend West Owners' Association, Inc. and the latter is the Secretary of River Bend West Owners' Association, Inc., an Oregon nonprofit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Will C. Woolch
Notary Public for Oregon
My Commission Expires: 1/7/76



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MAY 28 2013