

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

JUN 17 2013
SALEM, OR

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

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

Organization Information

NAME Applegate River Irrigation Corporation (ARIC)		PHONE 541-899-7279	FAX
ADDRESS 348 Hamilton Road (In Care of: Connie Claborn, Treasurer)			CELL
CITY Jacksonville	STATE OR	ZIP 97530	E-MAIL * tytygram@yahoo.com

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

AGENT / BUSINESS NAME Judith Wells (Chairperson)		PHONE 541-899-1472	FAX
ADDRESS 126 Hamilton Road			CELL
CITY Jacksonville	STATE OR	ZIP 97530	E-MAIL * wellsranch@gmail.com

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.

Judee Wells
Applicant Signature
Connie Claborn
Applicant Signature

Judee Wells, Chairperson
Print Name and title if applicable
Connie Claborn, Treasurer
Print Name and title if applicable

6/13/13
Date
6/13/13
Date

Revised

App. No. <u>S-87908</u>	For Department Use Permit No. _____	Date _____
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SECTION 2: PROPERTY OWNERSHIP

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

Yes

There are no encumbrances.

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

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*).

EXHIBIT A: ATTACHED LIST OF ORGANIZATION MEMBERS, Transfer/Certificate Numbers, TRS, etc.

EXHIBIT B: ATTACHED COPY OF ORGANIZATIONAL BY-LAWS WILL SUFFICE AS AUTHORIZATION.

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

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: Applegate Reservoir Tributary to: Applegate River

Source 2: _____ Tributary to: _____

Source 3: _____ Tributary to: _____

Source 4: _____ Tributary to: _____

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

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B. Applications to Use Stored Water

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

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Yes.

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

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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:

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- 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.
- SALEM, OR ▪ 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
Applegate Reservoir /Applegate River	Irrigation & Stock (Livestock) Use	April 1-October 31	629 <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
			<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: 119.76 Acres Supplemental: Acres
 List the Permit or Certificate number of the underlying primary water right(s): EXHIBIT A: ATTACHED
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 629

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

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

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 Pump (give horsepower and type): 2) 30 hp Berkley Pumps at the Point of Diversion on the Applegate River Other means (describe): _____

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

2 main pumps in the river then conveyed to users through a pressurized system using booster pumps.

B. Application Method

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

Multi methods will be used: wheel lines, in ground sprinklers and drip systems

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 damage to public uses of affected surface waters.

All diversions will be metered and all water used will be for beneficial purposes listed.

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: ~~ODFW~~ approved screens installed and in use.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: ~~NO EXCAVATION PLANNED.~~
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: ~~NO EXCAVATION OR EQUIPMENT WILL OCCUR.~~
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: ~~EROSION AND RUN-OFF WILL NOT OCCUR DUE TO LACK OF NEED FOR EQUIPMENT AND CONSTRUCTION AT THE PUMP SITES.~~

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SECTION 7: PROJECT SCHEDULE

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Date construction will begin: COMPLETED

Date construction will be completed: COMPLETED YEARS BEFORE THIS APPLICATION

Date beneficial water use will begin: ASAP

SECTION 8: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application.

This application is to be processed with time limited transfers which transfer underlying rights to instream use rate of diversion for the 629 acre-feet is up to 1/65th cfs per acre per BOR contract.

- EXHIBIT A: ATTACHED LIST OF ORGANIZATION MEMBERS, Transfer/Certificate Numbers, TRS, etc.
- EXHIBIT B: ATTACHED COPY OF ORGANIZATIONAL BY-LAWS WILL SUFFICE AS AUTHORIZATION.
- EXHIBIT C: ATTACHED PROOF MAPS FOR ALL 6 MEMBERS
- EXHIBIT D: ATTACHED BOR Contract
- EXHIBIT E: ATTACHED COPIES OF EASEMENTS

Land Use Information Form

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

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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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Land Use Information Form

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SALEM, OR



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

Applicant: Applegate River Irrigation Corporation

First

In Care of: Judee Wells (Chairperson)

Last

Mailing Address: 126 Hamilton Road

Jacksonville

City

OR

State

97530

Zip

Daytime Phone: 541-899-1472

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:

See Attached Exhibit A for table of Land and Location

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) Applegate Reservoir/Applegate River

Estimated quantity of water needed: 629 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 Stock/Livestock Use

Briefly describe:

Orchard, Vineyard and pasture crop irrigation and stock/livestock water. This application is to be processed with time limited transfers which transfer underlying rights to instream use rate of diversion for the 629 acre-feet is up to 1/65th cfs per acre per BOR contract.

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. →
Surface Water/9

Revised 2/1/2012

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For Local Government Use Only

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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.

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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): irrigation 4.2-1

Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<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.

Name: Tracie Nickel Title: Senior Planner

Signature: [Signature] Phone: 541-774-6951 Date: 5-29-13

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.

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

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Surface Water Application Information
Applegate River Irrigation Corporation
6/1/13

5-07905

Map #	TLI #	TRNX #	CERT #	T	R	S	TAX LOT	ACRES	1/4, 1/4	IRRIG. ACRES	NAME	ADDRESS	DESCRIPTION	Water to be:	Plan Designation (e.g., Rural Res./RR-5)	Proposed Land Use:
1	T 10189	T 9664	C 80989	38 S	3W	33	907	4.99	SWSE 1.1ac, SESE 3.9ac	5	Thomas and Karen Pico, (Prev. Hardman)	Application assigned to Pico	Irrigator, ARIC Member	Conveyed	RR-5	No Change
2	T 10191	T 9665	C 87024	38 S	3W	33	905	11.76	SESE 11ac	11	David and Dale Paddock, (Prev. Cortez Jr)	580 Hamilton Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	EFU	No Change
3	T 10192	T 9666	C 87074	38 S	3W	33	2000	3.41	SESE 2.86ac	2.86	Thomas F. Hubbard	294 Hamilton Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	RR-5	No Change
4	T 10188	T 9667	C 86830	38 S	3W	34				39.2	Judith A. Wells	126 Hamilton Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed		No Change
4	T 10188	T 9667	C 86831	38 S	3W	34	300	32.96	NWSW 9.2ac, SWSW 30ac		Judith A. Wells	126 Hamilton Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	EFU	No Change
5	T 10190	T 9668	C 86982	38 S	3W	33	1900	2.27	SESE 2ac	2	Connie S. Claborn	348 Hamilton Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	RR-5	No Change
6	T 10193	T 9669	C 86833	38 S	3W	33	1800, 200	1800=43.5, 200=31.91	SENW 5ac, NWSE 4.9ac	59.7	Ann M. Wanovsky	1352 Upper Applegate Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	EFU	No Change
6	T 10193	T 9669	C 86834	38 S	3W	34	1800, 200, 201	201=2.3	SWNW 28.1ac, SENW 3.8ac, NWSW 19.6ac, NESW 0.3ac		Ann M. Wanovsky	1352 Upper Applegate Rd., Jacksonville, OR 97530	Irrigator, ARIC Member	Conveyed	EFU	No Change
				38 S	3W	33	903	1.52			W. Evers/J. Englehart	(shown on maps 1, 3, 4 & 6) Applegate River	Point of Diversion, Applegate River	Diverted	RR-5	No Change

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EXHIBIT A

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BY LAWS GOVERNING

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APPLEGATE RIVER IRRIGATION CORPORATION, INC.

SALEM, OR Applegate River Irrigation Corporation, Inc., hereafter referred to as the "Corporation", was issued Articles of Incorporation - Nonprofit by the Secretary of State, State of Oregon on May 23, 2012, Registry number 858320-96

ARTICLE I.

The members of this corporation comprised a segment of the membership of the predecessor association known as the FARMERS DITCH ASSOCIATION. Each member executed an agreement with the Applegate River Watershed Council (ARWC) titled LANDOWNERS AGREEMENT, which in addition to other provisions, provided that members as Water Right Holders agreed to provide an In-stream Lease of members water rights from the Little Applegate River in exchange for use of stored water from the Applegate Reservoir. The members of this Corporation set forth in Attachment A hereto. Membership shall be transferred to the new owners upon the sale or transfer of property by the current owner.

ARTICLE II.

The purpose of this Corporation, the business enterprise, and pursuit in which it will engage is the maintenance, operation, and repair of pumping facilities and mainlines for irrigation sprinkling systems on member properties consistent with State of Oregon issued Water Rights from a designated point of diversion on the main stem of the Applegate River, and in satisfaction of agreements entered into with external agencies and parties.

The purpose of these bylaws is to establish written rights and responsibilities for and by mutual benefit and agreement of the members of this Corporation for its operation under the Laws of the State of Oregon, and to establish a board of Directors to administer the functions of the Corporation.

The corporation, through the Board of Directors shall have the power to accomplish the following:

1. To administer and perform all the terms and conditions of any stored water contracts now in force or hereinafter made in which the members have interest.

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EX - B

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If the Applegate River Watershed Council transfers title of irrigation developments (i.e., Pump stations including appurtenances and mainlines, etc.) installed on members properties to the Corporation, each member assumes the responsibility for the management and expense (other than Power Fund interest income allocations) for maintaining repairing, operating and safe guarding such irrigation developments throughout their life expectancy. Where there are Two pipelines in one trench the respective group must also follow these responsibilities.

3. To receive, invest, and/or administer a Power Fund, the interest income of which shall be used to allocate and pay all of part of energy costs associated with the operation of the Pump Stations.

ARTICLE III.

The principal office and place of business of the Corporation shall be the residence of the Chairman, Applegate River Irrigation, Inc.. The Corporation Chairman shall maintain and hold the office records of the Corporation, with the exception of financial, accounting, and Power Trust Fund records if applicable which shall be maintained and held by the Secretary/Treasurer. The Chairman and Secretary/Treasurer shall hand to their successor, respectively, all records held by them upon completion of their term in office.

ARTICLE IV.

The duration of this Corporation shall be perpetual.

ARTICLE V.

This Corporation shall not have capital stock. However, in the event of dissolution, any Corporation assets then existing shall be distributed to each member prorated by water right acreage. There shall be no fee for membership. Dues shall not be assessed on the members except by vote of the membership for the administration of the corporation.

ARTICLE VI.

The duties and responsibilities of Board of Directors and members are as follows:

1. Members shall meet annually to elect the following Board of Directors:
 - a.) Chairman
 - b.) Vice Chairman
 - c.) Secretary/ Treasurer

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EX-B

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The authority and responsibilities of the Board of Directors is to conduct and administer the business of the corporation as forth in Article II above including, but not limited to, the contract for stored water with the Bureau of Reclamation; and administration of the Power Trust Fund as hereinafter set forth in Article VIII. Inasmuch as an In-Stream lease of member Water Rights will be entered into directly between each Lessee and the Lessor, the corporation's responsibility with respect to such leases shall be limited to assuring that such comply with and are held in force for the duration of the Bureau of Reclamation contract for stored water from the Applegate Reservoir.

3. Maintenance/Repair of Mainline and pumps.
 - a.) Minor maintenance (check oil, grease, etc.) not requiring a technician. Day to day care of pumps, may be done by any member when needed.
 - b.) Major Repair beyond our expertise should be made by a licensed, bonded, and insured, irrigation technician agreed upon by the members or the Board in the case of an emergency..

ARTICLE VII

The Corporation shall hold the meetings as follows:

1. ANNUAL: There shall be an annual meeting each calendar year on the First Tuesday of November. The principal items of business will be as follows:
 - a.) The Power Trust Fund committee will provide an annual report.
 - b.) Chairman will report a summary of the past season's irrigation operation as reported by each member, and will report on other business/operations during the past year.
 - c.) Treasurer will give a financial report status and summary, and will collect Corporation dues as may previously have been voted upon.
 - d.) The members of the Corporation shall elect officers as follows.
 - (1) Chairman
 - (2) Vice Chairman
 - (3) Secretary/Treasurer

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EX-B

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- e.) The chairman shall bring before the membership and Board of Directors any pending Old business.
 - f.) The Chairman shall present and/or elicit any new business for consideration of the membership and Board of Directors for vote or disposition.
2. SPECIAL: When called by the Board of Directors. Each member will be notified of any special meeting no less than seven (7) calendar days in advance thereof.
 3. VOTES: Votes shall be based on one vote per property for all matters except monetary. On monetary matters, votes shall be based on one vote per water right acreage.
 4. WRITTEN VOTES: Written votes of a member who is unable to attend an annual or special meeting must be received within seven(7) calendar days of the meeting, with the exception of an emergency.
 5. QUORUM: A quorum shall be no less than 2/3 of eligible members.

ARTICLE VIII.

The Corporation is expected to be granted to it the equitable and allocable share of a permanent trust fund for the electric power consumption costs of the Pump Stations pressurized irrigation system as contemplated by the Landowners Agreement between members and the Applegate River Watershed Council. The intent is that the interest income generated by the trust fund, herein referred to as the Power Trust Fund, will be used to pay all or a pro-rated part of the costs to operate the pumps by each member.

None of the capital funds of the Power Trust shall be used to pay energy costs.

The Board of Directors shall adhere to the following tenants:

- a.) That the Power Trust Fund be administered by the Corporation Board of Directors in accordance with Article VII above.
- b.) That the Power Trust Fund be invested in a Financial Institution, backed by FDIC, with the principal protected.
- c.) That the disbursement of interest income be made to the Corporation Treasurer. To be disbursed to the electric company, after allocation of interest is made to members ledgers.

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- d.) That allocation of funds for power expense be made to members based on their legal water rights acreage as determined by the Oregon Water Resources Department (OWRD).
- e.) If the interest income is not sufficient to cover power consumption costs, the difference shall be the responsibility of the members.

ARTICLE IX.

These bylaws may be amended at any time by a two thirds(2/3) majority of eligible voters.

In WITNESS HEREOF, THE UNDERSIGNED MEMBERS HAVE SUBSCRIBED TO THESE CORPORATION BY LAWS THIS 6th Day of Sept., 2008.

New owner

Alfred J. Hardman
 Alfred J. Hardman
 (Thomas and Karen Pico Family Trust)

Karen L. Hardman
 Karen L. Hardman

Connie S. Claborn
 Connie S. Claborn

Judith Ann Wells
 Judith Ann Wells
 Tracy L. Wells
 Grant L. Wells

Ann Wisnovsky
 Ann Wisnovsky

Thomas Hubbard
 Thomas Hubbard

New owner

Adrian Cortez
 Adrian Cortez
 (Dave and Dale Paddock)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR EXCHANGE OF WATER SERVICE

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Exhibit D

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PN Draft 10/09/2012

Contract No. 13XX10797

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR EXCHANGE OF WATER SERVICE

THIS CONTRACT, made this 28th day of February, 2013, pursuant to section 14 of the Act of August 4, 1939 (53 Stat. 1187), as amended and supplemented; section 8 of the Act of December 22, 1944 (58 Stat. 887, 891); the Flood Control Act of 1962 (76 Stat. 1173); and section 5.a. (2) of the Endangered Species Act (Act of December 28, 1973, 87 Stat. 884) between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and the Applegate River Irrigation, Inc., 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 Project, from which there is a flow of water that can be used for irrigation of land, 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

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3. WHEREAS, the Contractor represents that its members hold senior water rights on the Little Applegate River as established by the State of Oregon Rogue River Decree, which if left instream, would significantly enhance both fish habitat and fish passage; and

4. WHEREAS, the Contractor is participating with the Oregon Water Trust and local, State, and Federal partners in the Little Applegate River Streamflow and Fish Habitat Improvement Project, which in addition to the exchange provided herein, consists of the construction of an irrigation distribution system, installation of pumping plants on the Applegate River and Little Applegate River, and the removal or notching of one or more diversion dams on the Little Applegate River, the goal of which is to improve fish passage and habitat conditions for anadromous fish and to conserve water through improved irrigation methods; and

5. WHEREAS, the State of Oregon Water Resources Department is expected to process time limited transfers to enable the members of the Contractor to transfer their Little Applegate River water rights to instream flow use and to process permits for additional points of diversion on the main stem of the Applegate River; and

6. WHEREAS, the Contractor represents that its members own the land hereinafter described and have agreed to enter into time limited transfers through the State of Oregon to transfer Little Applegate River out-of-stream water rights to instream use for 1.87 cubic feet per second for habitat enhancement and streamflow improvement, as consideration for out-of-stream use of up to 1.84 cubic feet per second of water from the Applegate Reservoir located on the Applegate River in Jackson County, Oregon; and

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WHEREAS, the United States recognizes that the exchange of water provided hereunder would benefit the public interest and the interests of the United States in the protection and restoration of habitat critical to Endangered Species Act listed and candidate species and the conservation of surface water through more efficient irrigation methods.

NOW, THEREFORE, in consideration of the premises hereinafter provided, it is agreed:

Lands for Which Water is Furnished: Limitations on Deliveries

8. Upon issuance of the necessary water permit(s) and final order(s) by the State of Oregon approving the time limited transfer(s), acceptable in form to the United States, of the out-of-stream water rights to instream flow water rights as set forth in subarticle 9(a), the United States shall make available each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from Applegate Reservoir in the Project for the irrigation of land served by the Contractor described as follows:

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

Of the land described, not more than 119.76 acres are to be irrigated. The amount of water to be made available from Applegate Reservoir in the Project hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 629 acre-feet of stored water annually, measured at the points of delivery of said water.

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Exchange of Water Rights

9. (a) The United States agrees to annually furnish up to 629 acre-feet of stored water with a rate of up to 1.84 cubic feet per second (with a rate of up to 1/65th cubic feet per second per acre and a duty of up to 5.25 acre-feet per acre) to the Contractor from Applegate Reservoir for the irrigation of 119.76 acres described in Exhibit A of this contract, and in exchange as consideration for the stored water provided herein, the Contractor agrees that the following out-of-stream water rights from the Little Applegate River for 109.76 acres with a rate of up to 1.87 cubic feet per second will be transferred to instream flow rights with the State of Oregon under Oregon State law and administrative rules.

Certificate #	Priority Date	Rate cubic feet per second	Acres	Rate Per acre
16404	1858	0.32	20.0	1/62.5th
35538-27565	1961	0.12	9.2	1/77th
16395	1875	1.12	55.86	1/50 th
49261-36586	1971	0.31	24.7	1/80 th
Totals		1.87	109.76	

The duty of up to 5.25 acre-feet per acre was determined separately from the rate of up to 1/65th cubic feet per second per acre, and neither the duty nor the water provided annually under this contract will be used to change the rate of up to 1.84 cubic feet per second provided to the 119.76 acres described in Exhibit A of this contract.

(b) The Contractor shall provide copies of the time limited transfer(s), final time limited transfer order(s) and necessary water permit(s), and the water right certificate(s), hereinafter referred to as the Exchange Documentation, to the Contracting Officer.

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(c) The Contractor shall provide copies of any changes, amendments, or cancellations of Exchange Documentation within sixty (60) days of receipt from the State of Oregon to the Contracting Officer.

(d) Upon receipt of the full and complete Exchange Documentation, or any changes thereto, the Contracting Officer will review the documentation for acceptability as consideration for the initial and continued releases of stored water.

(e) The use of stored water for irrigation will be furnished at no cost to the Contractor, and the transfer of the out-of-stream water rights to instream flow water rights will be furnished to the State of Oregon at no cost to the United States.

Furnishing of Water

10. (a) Upon receipt of Exchange Documentation acceptable in form to the Contracting Officer and to the Contractor, the United States will furnish water from Applegate Reservoir in the Project pursuant to this contract; Provided, that actions consistent with the requirements of the National Historic Preservation Act and State cultural resources laws shall occur if archeological deposits are discovered during construction of any associated facilities, and compliance with State burial laws shall occur if any human remains are encountered during construction. The Contractor must notify the United States Forest Service for any discoveries during construction of the pump plant and pipeline construction and contact the Natural Resources Conservation Service for discoveries during on-farm construction.

(b) Water for the purposes hereof shall be made available and measured at the following point(s) of diversion:

300 feet north and 1520 feet west from SE corner of Section 33, T. 38 S., R. 3 W. W.M.

The Contractor shall receive said water at the point of diversion and 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 State watermaster. The water to be delivered hereunder shall be measured by means of measuring methods satisfactory to the State watermaster. Such methods shall be maintained by and at the expense of the Contractor, but they shall be and remain at all times available for review by the United States or the State 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) If requested, the Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule of water deliveries. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow the United States to adjust releases to meet the new schedules. The Contractor will provide information in writing to the Contracting Officer by December 1 of each year as to the actual amount of stored water diverted during the irrigation season for the lands described in Exhibit A of this contract. The Oregon Water Resources Department, through the Jackson County Watermaster's Office, will provide, or ensure that it will be provided, in writing to the Contracting Officer by December 1 of each year the amount of instream flow water attributed to the Little Applegate River water rights described in subarticle 9(a); obtained from the State watermaster or other sources whose measurement methodology is approved by the State watermaster and the United States, as outlined in Exhibit C to the contract.

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(d) 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 the fish screens shall remain available at all times for inspection by representatives of these agencies.

Special Conditions

11. (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 stored water to the lands described in Exhibit A. 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.

(b) The obligation of the United States to furnish water under this contract is subject to an operating plan for the Project determined in accordance with the law governing the project and other applicable State and Federal laws, including but not limited to the Endangered Species Act (16 U.S.C. § 1531 *et seq.*) (ESA). Furthermore, the obligation of the United States to furnish water under this contract shall be subject and subordinate to a determination of water availability to be made annually by the United States taking into account the operating plan for the Project developed by the Corps of Engineers, water forecasts, and other factors, including but not limited to those that may affect the ability of the United States under the ESA to provide flows for candidate, listed, or proposed species or to protect or preserve designated or proposed critical habitat.

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JUN 17 2013 (c) In the interests of conservation and protection of environmental resources, from time to time, but not less often than once every five (5) years, this contract shall be

SALEM, OR reviewed by the Contracting Officer. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified, as determined by the Contracting Officer, to avoid or minimize impacts to species and/or critical habitat that are proposed, listed, or designated under the ESA, or to special status species (plants/animals) or habitat designated by the State or Indian Tribes that are not covered by the ESA. Any modification to the contract by the Contracting Officer shall be announced by written notice to the Contractor.

Term of Contract

12. This contract shall become effective upon issuance of final time limited transfer order(s) and necessary water permit(s) by the State of Oregon in a form deemed acceptable by the Contracting Officer and shall continue for a period of twenty-five (25) years and shall be automatically renewed for successive twenty-five (25) year periods, unless terminated in accordance with article 13 below; Provided, that no less often than once every five (5) years, this contract shall be reviewed by the Contracting Officer to ensure that it provides sufficient benefits to the United States. Such review(s) will be done at the same time as review(s) to be done by the Contracting Officer under subarticle 11(c).

Termination of Contract

13. (a) This contract may be terminated in whole or in part, and water service hereunder shall cease in whole or in part at the option of the United States upon failure of the Contractor or a member 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 or failure to comply with the conditions specified in subarticles 9(a) and 10(a) or the transfer documents.

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If this contract is terminated as to any member, the contract and the application of its provisions to other members shall not be affected thereby and shall remain in effect to the greatest extent permitted by law.

(b) This contract may be terminated unilaterally by the United States if it determines that it does not provide sufficient benefits to the United States; Provided, it gives at least two (2) years advance notice in writing to the Contractor.

(c) The Contractor may terminate this contract unilaterally in the event that less stored water is furnished to the Contractor than water provided for instream flows from the Little Applegate River water rights described in subarticle 9(a); Provided, the Contractor has given at least 60-days advance notice in writing to the United States. The United States may terminate this contract unilaterally in the event that all water rights from the Little Applegate River provided in subarticle 9(a) are not made available for instream flows; Provided, the United States has given at least 60-days advance notice in writing to the Contractor.

(d) The Contractor may immediately terminate this contract unilaterally in the event the terms and conditions of this contract are modified, if deemed necessary by the Contracting Officer, to avoid or minimize impacts to candidate, listed or proposed threatened and endangered species, or special status species (plants/animals) or habitat designated by the State or Indian Tribes that are not covered by the ESA as set forth in subarticle 11(c).

(e) The United States may immediately terminate this contract unilaterally and cease delivery of stored water upon a determination by the United States that time limited transfers that provide for instream flows from the Little Applegate River water rights as set forth in subarticle 9(a) are not protected instream by the State of Oregon.

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(f) In the event of termination, the Contractor and its members agree that all Contractor and member water rights to water stored in Applegate Reservoir shall be cancelled by the State of Oregon.

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Disclaimer

14. By signing this contract, each member asserts his or her ratification of the contract, agrees that the Contractor represents him or her, and agrees to execute the final time limited transfer order(s) and necessary water permit(s) described herein. No provision of this contract or the furnishing of water hereunder shall confer on the Contractor a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the 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. The United States assumes no responsibility or liability for any illegal taking of endangered species at the Contractor's point(s) of diversion arising from the Contractor's use of water furnished under this contract. Further, the United States shall not be liable for any acts or omissions of the Contractor's agents or of persons to whom water is furnished.

Constraints on the Availability of Water (Water Shortages)

15. (a) 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.

(b) 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.

(c) The Contractor assumes no liability for conditions of shortage in the Little Applegate River due to drought or other circumstances beyond the control of the Contractor.

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Notices

16. ~~SALEM OR~~ 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 N. Curtis Road, Suite 100, Boise, Idaho 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Judith Ann Wells, President, Applegate River Irrigation, Inc., 126 Hamilton Road, Jacksonville, Oregon 97530. 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

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

- a. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS
- b. PROTECTION OF WATER AND AIR QUALITY
- c. EQUAL EMPLOYMENT OPPORTUNITY
- d. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- e. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- f. OFFICIALS NOT TO BENEFIT
- g. CHANGES IN CONTRACTOR'S ORGANIZATION
- h. BOOKS, RECORDS, AND REPORTS
- i. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- j. PRIVACY ACT COMPLIANCE
- k. CONTRACT DRAFTING CONSIDERATIONS

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

The members of the APPELATE RIVER IRRIGATION, INC. listed in Exhibit A:

[Signature]
Dale Packard

[Signature]
Tom Pico

[Signature]
Karen Pico

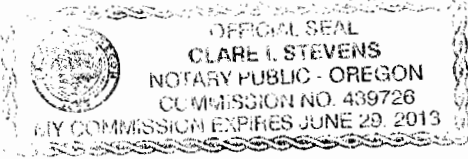
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[Signature]

[Signature] POA

[Signature]



Attest:

By: [Signature]

Signature and Title

UNITED STATES OF AMERICA

[Signature]

Regional Director
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

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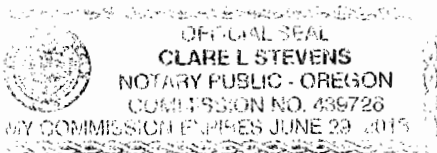
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STATE OF OREGON
SALEM, OR : ss
County of JACKSON)

On this 04 day of JAN, 20 13, before me, a Notary Public, personally appeared before me the following persons DAVID PADDACK, DALE PADDACK, CONNIE CLABORN, TOM PICO, KAREN PICO, SHANNON WELLS, SUDITH ANN WELLS, MICHAEL WISODUSKY, THOMAS HUBBARD, GARON WELLS

whose names are subscribed to the foregoing instrument and acknowledged that they are members of the Applegate River Irrigation, Inc., for which a water supply is to be provided under the contract and have executed this contract document as their free and voluntary act and deed and on oath stated that they are authorized to execute said instrument.

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



(SEAL)

Clare L. Stevens

Notary Public in and for the
State of OREGON
Residing at: 7604 Hwy 238 Jacksonville, OR
My commission expires: 6/29/2015

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STATE OF IDAHO)
: ss
County of Ada)

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On this 28 day of February, 2013, personally appeared before me Lorri J. Lee, known to me 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/she 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.

Shirley A. Ryan

Notary Public in and for the

State of IDAHO

Residing at: 1150 N. Curtis Rd, Suite 100, Boise, Id

My commission expires: 4/11/18



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EXHIBIT A

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Listing of members of the Applegate River Irrigation, Inc., and the acreage in each quarter-quarter section to be irrigated under this contract.

TOWNSHIP 38 SOUTH - RANGE 3 WEST, WILLAMETTE MERIDIAN			
NAME	ACRES	SECTION	40-ACRE TRACT
Ann M. Wisnovsky	59.7	33	SENW 5 acres NWSE 4.9 acres
		34	SWNW 26.1 acres SENW 3.8 acres NWSW 19.6 acres NESW 0.3 acres
Judith Ann Wells and Shannon L. Wells <i>GARON L. WELLS</i>	39.2 <i>205.8</i>	34	NWSW 9.2 acres SWSW 30 acres
Dave Paddock and Dale Paddock	57.8 <i>5</i>	33	SESE 11 acres
Thomas and Karen Pico Family Trust	5 <i>26.3</i>	33	SWSE 1.1 acres SESE 3.9 acres
Connie S. Claborn	10.2 <i>15</i>	33	SESE 2 acres
Thomas F. Hubbard	2.86 <i>15</i>	33	SESE 2.86 acres
TOTAL NO. OF ACRES	11906		

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Exhibit B

~~GENERAL~~ PROVISIONS --- ROGUE RIVER BASIN PROJECT

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. 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.

PROTECTION OF WATER AND AIR QUALITY

b. (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.

EQUAL EMPLOYMENT OPPORTUNITY

c. 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 Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(4) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, 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 EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 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 EO 11246, 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 that the United States enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

d. 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.

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.

OFFICIALS NOT TO BENEFIT

f. 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

g. 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.

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BOOKS, RECORDS, AND REPORTS

h. ~~The Contractor~~ ^{SALEM OR} 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; 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.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

i. (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.

PRIVACY ACT COMPLIANCE

j. (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 (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

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(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.

CONTRACT DRAFTING CONSIDERATIONS

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

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Oregon
Theodore R. Johnson, Jr.
JUN 17 2013

EXHIBIT C

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1266
503-986-0900
FAX 503-986-0904

SALEM, OR

November 14, 2007

Bureau of Reclamation
Attn: Ryan Patterson
1150 North Curtis Road, Suite 100
Boise, ID 83706-1234

Dear Mr. Patterson:

The Oregon Water Resources Department (OWRD) supports the Farmer's/Buck and Jones Ditch Project (also known as the Lashep Project) as part of its efforts under the Oregon Plan for Salmon and Watersheds. The purpose of this project is to enhance streamflows in the Little Applegate River by transferring out-of-stream irrigation water rights to instream flow water rights and substituting the use of live flow for irrigation purposes with stored water. When the project is fully implemented, OWRD through the Jackson County Watermaster's Office will take on the responsibility of protecting the new instream water rights on the Little Applegate consistent with their priority dates.

To help meet the objectives of this project, OWRD intends to install and maintain a gauging station on the Little Applegate River with a telemetric link to the Bureau of Reclamation's Hydromet System. This gauge will provide data that will help OWRD monitor streamflows and the new instream water rights. The proposed gauging station will record and display real time instream flow data as outlined in paragraph 10(c) of the proposed contract. OWRD/Jackson County Watermaster's Office "...will also provide, or ensure that it will be provided, in writing to the Contracting Officer by December 1 of each year the amount of instream flow water attributed to the Little Applegate River water rights described in subarticle 9(a); obtained from the State watermaster of other sources whose measurements methodology is approved by the State watermaster and the United States."

We value our continued partnership with the water users participating in the Lashep project and with the Bureau of Reclamation. We look forward to implementing the next phase of this important project.

Sincerely,

Debbie Colbert
Field Services Division Administrator

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EX-D

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c: Larry Menteer, District 13 Watermaster
Bruce Sund, Deputy South West Region Manager
Bill Ferber, West Region Manager
Ruth Page, Bureau of Reclamation
Larry Parsons, Bureau of Reclamation

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IRRIGATION PUMP STATION AND PIPELINE EASEMENT

Gloria A. Evers, William H. Evers, and Charles Englehart, hereinafter GRANTORS, in consideration of the sum of ten thousand dollars (\$10,000) the receipt of which is hereby acknowledged by the GRANTORS, do hereby grant and convey to Alfred J. and Karen L. Hardman, Connie Claborn, Thomas P. Hubbard, Adrian J. Cortez, Jr., Ann Wisnovsky, Judith Ann Wells, hereinafter GRANTEES, individually, their heirs, successors, and assigns, as owners of the real property described in Attachment A, the following easement solely for irrigation purposes.

Grantors own certain real property located in Jackson County, Oregon, known as Jackson County Assessor's Map No. Township 38 South, 3 West, Section 33, Lot 903 with the legal description as follows:

Commencing at the Southeast corner of Section 33 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon, thence North 0°29' West, along the East line of said Section, 452.17 feet, thence South 89° 10' 31" west 626.0 feet, thence North 0° 29' 00" West 3.0 feet, thence South 89° 27' 00" West 792.3 feet to the easterly line of Hamilton (County) Road, for the true point of beginning; thence along said road line as follows: South 35° 08' 00" East 471.9 feet, thence South 56° 24' 00" East 36.9 feet, thence South 71° 40' 00" East 37.18 feet, thence leaving said road line, south to the south line of said Section 33; thence West, along said South line, to the centerline of the Applegate River; thence Northwesterly along said centerline to intersect that boundary line established by agreement recorded as No. 70-10009 of the Official Records of Jackson county, Oregon; thence North 0° 12' 30" East, along said boundary line, to a point South 89° 27' 00" West of the true point of beginning; thence North 89° 27' 00" East to the true point of beginning.

Grantees are owners of certain real property located in Jackson County, Oregon, known as Jackson County Assessor's Map No. Township 38 South, 3 West, Section 33: Lot 907 (Hardman), Lot 1900 (Claborn), Lot 2000 (Hubbard), Lot 905 (Cortez); Township 38 South, Range 3 West, Section 34: Lot 200 (Wisnovsky), Lot 300&301 (Wells), with the legal description as follows in Attachment A;

The GRANTORS hereby grant, assign, and set over to the GRANTEES a non-exclusive, permanent, appurtenant easement for the installation, operation, maintenance, and repair of an irrigation pump station and buried irrigation mainline, shall have all rights of ingress and egress to and from this easement, including the right to cut, remove, or trim all vegetation, excepting trees with a diameter of greater than 6 inches (as measured at 4 feet above the ground), necessary for the GRANTEES' use, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto. Removal of vegetation by GRANTEES will be limited to that vegetation growing on or over the easement or access road to the easement. GRANTORS will not provide road access to the property for the purposes of GRANTEE access to their rights under this easement, nor will the GRANTORS be responsible for the upkeep or maintenance of any roads on their property that may currently exist.

GRANTORS hereby grant to the GRANTEES the right to construct a road for the purposes of ingress to and egress from the easement. Said road will be on the north side of GRANTORS' property. Placement of said road must adhere as closely as practicable to the actual easement. As a condition for continued rights granted in this easement, GRANTEES must revegetate and clean up all areas disturbed by construction within three months following the completion of said construction. GRANTEES shall install a gate at the end of the road to restrict unauthorized access to the pump stations. Mineral rights in the easement remain the sole property of the GRANTOR.

The legal description of the easement is as follows:

A strip of land 20 feet in width, near the GRANTORS' northern property boundary, the centerline of which will extend from the edge of the County rights-of-way on Hamilton (County) Road where the GRANTORS' property abuts the Hardman property, to the center of the Applegate River, as depicted generally in Attachment B. The precise location of the centerline will be the center of the pipeline as initially installed.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

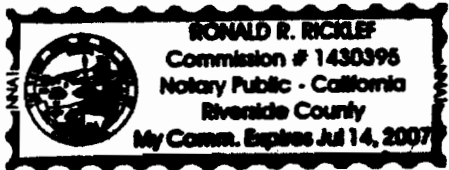
State of California }
County of RIVERSIDE } ss.

On 17 OCTOBER, 2003 before me, RONALD R. RICKLEF
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WILLIAM H EVERS AND GLORIA A EVERS
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Ronald R. Ricklef
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ RECEIVED BY OWFD

Document Date: _____ Number of Pages: _____ JUN 17 2013

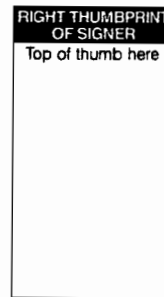
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

SALEM, OR

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

S-87908

Exhibit E

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ATTACHMENT A—Grantee Property Legal Descriptions

1. (Hardman) Beginning at the southeast corner of Section 33 in Township 38 South, range 3 West of the Willamette Meridian in Jackson county, Oregon; thence North 452.82 feet, thence West 887.18 feet to a point on the northerly line of tract described in volume 484 page 141 of the Deed records of Jackson County, Oregon, for the true point of beginning; thence North 89°56'45" West (record South 89°27' West), along said northerly line and the westerly projection thereof, 681.69 feet to an intersection with that "North-South" boundary established by agreement recorded as No. 70-10009 of the Official Records of Jackson County, Oregon; thence North 0°14'15" East (record North 0°12'30" East), along said agreement boundary, 184.04 feet to a point in Hamilton (County) Road; thence south 34°29'50" East 87.75 feet to a point in said County road; thence North 0°14'15" East 177.42 feet; thence North 76°06' East 403.44 feet; thence North 85°27'15" East 240.00 feet; thence South 0°03'15" West 405.72 feet to the true point of beginning.
2. (Wisnovsky) Commencing at the Southeast corner of Section 33, township 38 south, range 3 West, Willamette Meridian, Jackson county, Oregon; thence North 1790.0 feet; thence West 225.0 feet to the true point of beginning (said point of beginning being further described as 1267.0 feet East and 20.0 feet North of the Northeast corner of Donation Land Claim No. 41, said Township and Range, and further identified by a 2" iron pipe driven firmly in the ground, from which a 36" white oak tree bears North 47° East, 20.0 feet); thence North 6° west 1574.0 feet, to the North line of Lot 4 in said Section 33; thence East, to the Southeast corner of Lot 4, Section 34, said Township and range; thence North to the Northwest corner of Lot 3, in said Section 34; thence East 784.0 feet, more or less, to the Westerly right of way line of the County road; thence along said right of way line, south 8° West 2197.0 feet, more or less, to a point due East of the true point of beginning; thence West along the North line of an existing lane 1636.0 feet, more or less, to the true point of beginning.
3. (Wells) Taxlot 300, Parcel 1 of 2: Beginning at the southwest corner of Section 34, Township 38 South, Range 3 West, Willamette Meridian, Jackson county, Oregon; thence North 0°30' East, along the West line of said section, 1735.8 feet; thence south 89°43' East, to the high side of the irrigation ditch known as the Farmer's Ditch; thence Southerly, along the high side of said ditch, to its intersection with the South line of said section; thence North 89°26' West along the south line of said Section, 209 feet, more or less, to the point of beginning. Taxlot 300, Parcel 2 of 2: Beginning at the southwest corner of Section 34, Township 38 South, Range 3 West, Willamette Meridian, Jackson county, Oregon; thence South 89°26' East, along the south line of said section, 209 feet, more or less, to the true point of beginning; thence continue south 89°26' East, along the South line of said section, 875 feet, to an iron pipe; thence North 0°34' East, 600 feet, to a ¾" iron pipe; thence North 44°26' West; 1238, more or less, to the high side of the Farmer's Ditch; thence Southwesterly along the high side of the Farmer's Ditch, to the true point of beginning (The "high side" of the Farmers Ditch, means the Easterly side of the ditch. It is mutually agreed that the "high side" of the ditch, includes enough ground (land), to properly maintain the ditch, including existing headgates and future headgates of the same design). Taxlot 301: Commencing at a brass capped monument marking the southwest corner of Section 34, Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon, thence South 89°26' East, along the south line of said Section, 1084 feet to the southeast corner of that tract of land described in Document No. 85-12042, of the Official Records of Jackson County, Oregon, thence Northerly, along the east line of said tract, 600 feet, more or less, to a ¾" diameter iron pipe marking the most easterly northeast corner of said tract and being also the true point of beginning of the herein described tract of land; thence Southerly, along said east line of tract described in Document No. 85-12042, said Official Records, to said southeast corner thereof; thence North 89°26' West, along said south line of Section 34, a distance of 366.00 feet to the southwest corner of said Document 85-12042, said Official Records; thence North 475.00 feet; thence East 40.00 feet; thence North 130 feet, more or less, to a point on the high side of the Farmers Ditch; thence Easterly and Northeasterly, along said high side of the Farmers Ditch, to a point which bears North 45°14'53" West from the true point of beginning; thence South 45°14'53" East to the true point of beginning.
4. (Claborn) Commencing at the Southeast corner of Section 33 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon, thence North 88°55' West 342.09 feet to the true point of beginning; thence North 440.82 feet; thence South 89°10'31" West 287.75 feet to the Northwest corner of tract described in Volume 526 Page 370 of the Deed Records of Jackson county, Oregon; thence South 3°20'50" East along the Westerly line of said tract, 232.37 feet to the Northwest corner of tract described in volume 434 Page 482, said Deed Records; thence South 88°55' East 119.27 feet to the Northeast corner

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of said tract; thence South 1°25' East 199.68 feet to the South line of said tract described in Volume 526 Page 370, said Deed Records; thence South 88°55' East 150.00 feet to the true point of beginning. EXCEPTING THEREFROM that portion conveyed to Jackson County, Oregon, by deed recorded January 16, 1963 in Volume 539 Page 298 of the Deed Records of Jackson County, Oregon.

- 5. (Hubbard) Commencing at the Southeast corner of Section 33 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon, thence North 88°55' West 342.09 feet; thence North 440.82 feet; thence North 89°10'31" East, 338.25 feet; thence South 0°29' East, 452.17 feet, to the point of beginning. EXCEPTING THEREFROM that portion conveyed to Jackson County, Oregon, by deed recorded in Volume 539 Page 298 Jackson County, Oregon, Deed Records.
- 6. (Cortez) Commencing at the Southeast corner of Section 33 in Township 38 South, Range 3 West of the Willamette Meridian, Jackson County, Oregon; thence along the East boundary of said Section, North 0°08'25" East (record North 0°29'00" West) 452.17 feet to a 1/2" iron bolt found to be set for the Northeast corner of tract described in Volume 484, Page 141, Jackson County, Oregon, Deed Records, for the TRUE POINT OF BEGINNING; thence South 89°45'45" West 626.24 feet (record South 89°10'31" West 626.0 feet) to a 1/2" iron pipe found for a corner of said tract; thence North 0°08'25" East 3.00 feet (record North 0°29'00" West 3.00 feet) to a 3/4" iron pipe found for a corner of said tract; thence North 89°56'45" West 792.25 feet (record South 89°27'00" West 792.3 feet) to a 3/4" iron pipe found set for the Northwest corner of said tract; thence continue North 89°56'45" West (record South 89°27'00" West) 151.50 feet to an intersection with that "North-South" boundary established by agreement recorded as Document No. 70-10009, Official Records of Jackson County, Oregon; thence along said agreement boundary, North 0°14'15" East (record North 0°12'30" East) 328.32 feet; thence North 76°06'00" East 446.50 feet; thence North 85°27'15" East 489.33 feet; thence North 0°56'00" West 30.33 feet; thence North 88°09'55" East 649.51 feet to the East boundary of said Section 33; thence South 0°08'25" West 526.77 feet to the true point of beginning. EXCEPTING THEREFROM the following: Commencing at the Southeast corner of Section 33 in Township 38 South, Range 3 West of the Willamette Meridian, Jackson County, Oregon; thence North 452.82 feet; thence West 887.18 feet to a point on the Northerly line of tract described in Volume 484, Page 141, Jackson County, Oregon, Deed Records, for the true point of beginning; thence North 89°56'45" West (record South 89°27'00" West), along said Northerly line and the Westerly projection thereof, 681.69 feet to an intersection with that "North-South" boundary established by agreement recorded as Document No. 70-10009 of the Official Records of Jackson County, Oregon; thence North 0°14'15" East (record North 0°12'30" East), along said agreement boundary, 184.04 feet to a point in Hamilton (County) Road; thence South 34°29'00" East 87.75 feet to a point in said County Road; thence North 0°14'15" East 177.42 feet; thence North 76°06'00" East 403.44 feet; thence North 85° 27'15" East 240.00 feet; thence South 0°03'15" West 405.72 feet to the true point of beginning.

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SALEM, OR

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Ex. E

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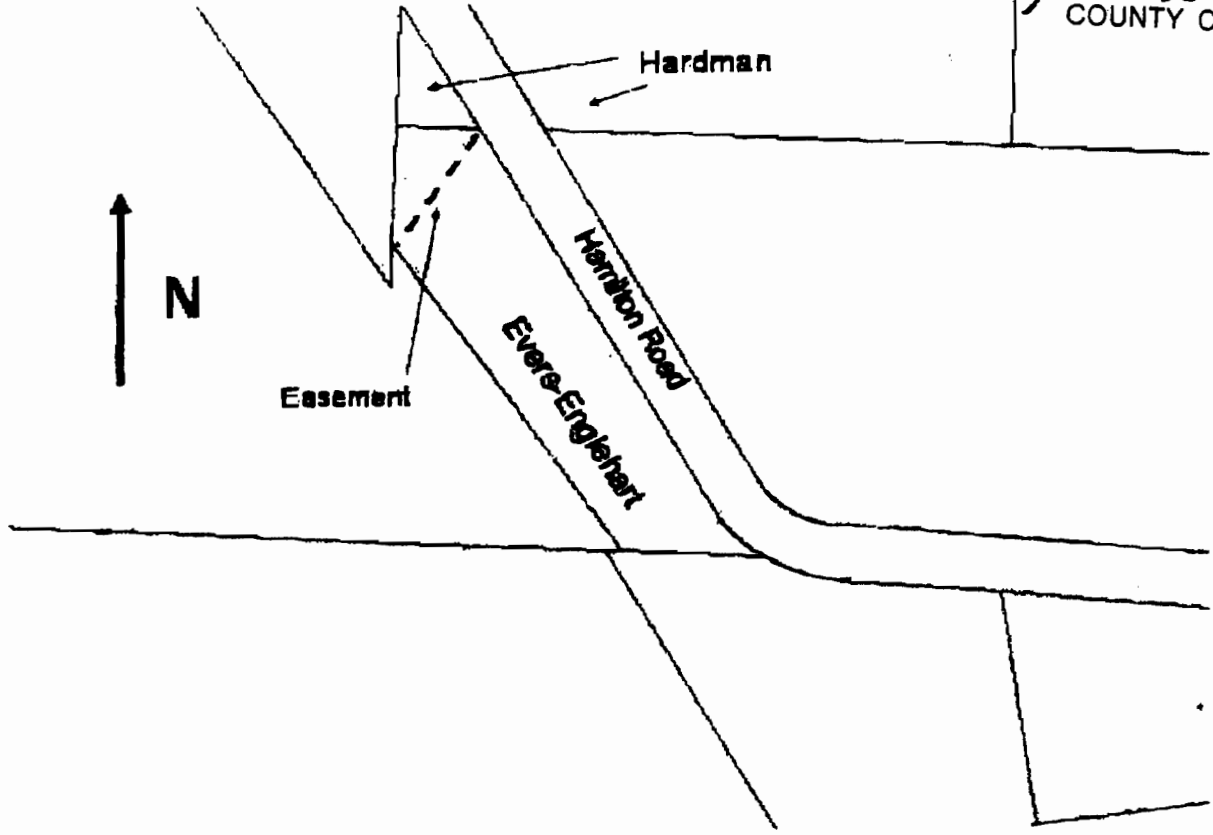
Attachment B – Easement Location

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

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Spencer S. Beck
COUNTY CLERK



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SALEM, OR

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ATTACHMENT B

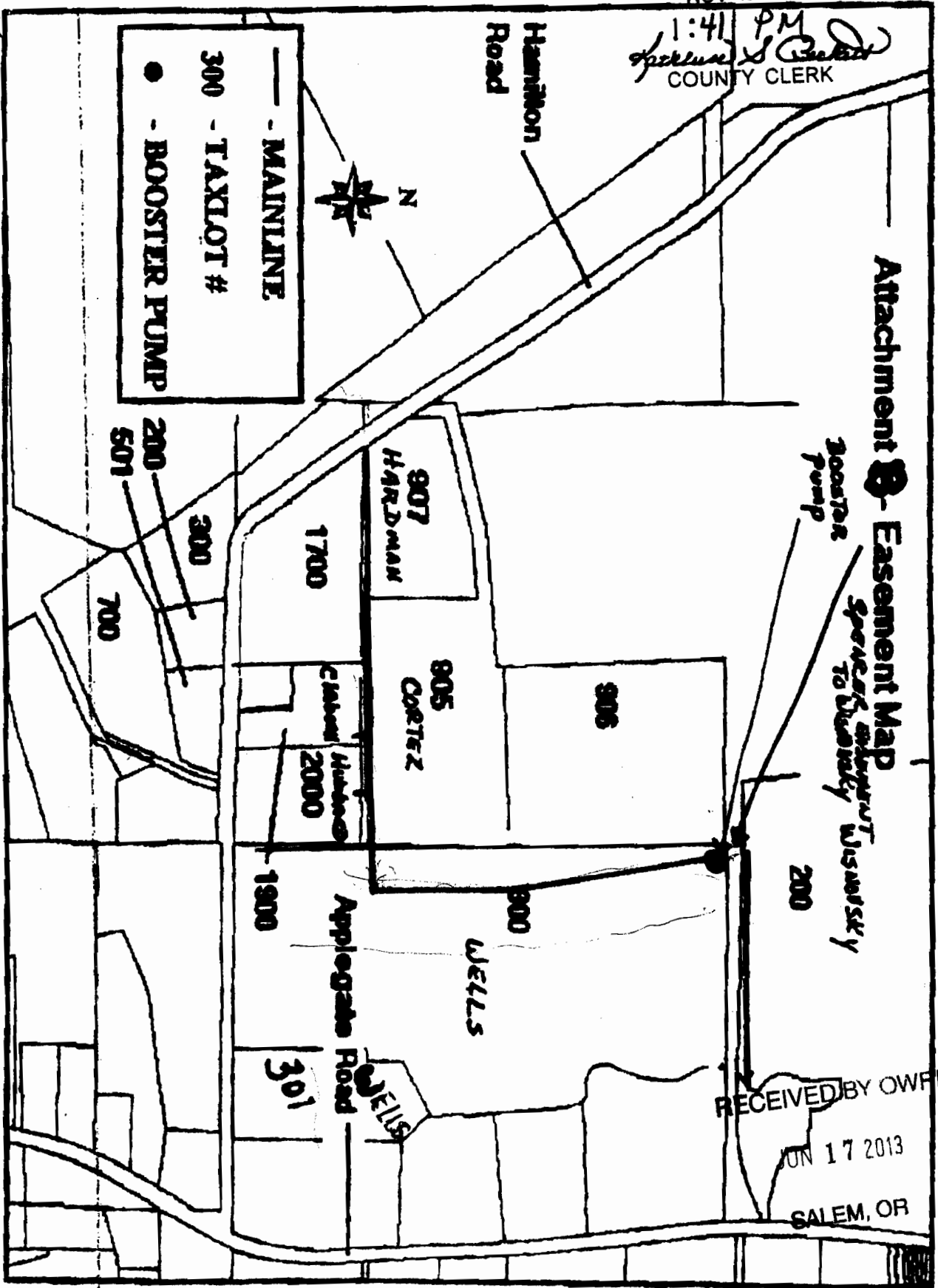
Jackson County, Oregon
Recorded
OFFICIAL RECORDS

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Spencer S. Wisnisky
COUNTY CLERK

Pump Group "3a"

MEMBERS
HARDMAN
CORTEZ
CHUBB
HUBBARD
WELLS



S-87900

EX-E