



Superior Water Right Consulting, LLC

NORM DAFT
"The Water Guy"

245 Glenoak Lane
Grants Pass, OR 97526

Phone (Cell): 541 761-1057
Fax/Home phone: 541 479-9866
normthewaterguy@charter.net

October 20, 2013

Oregon Water Resources Department
Attn: Laura Wilke
725 Summer Street, NE., Suite A
Salem, OR 97301-1266

Dear Laura,

Enclosed are two applications for Time-Limited Transfers for a portion of the Farmer's Ditch rights.

The rights being transferred will need certificates issued (T-8934 and T-8935). Claims of Beneficial Use are being submitted by Jordan Engineering for the referenced transfers.

In addition, an application to use stored water is being submitted to replace the water being transferred to instream.

Please do not process the Time-Limited Transfer applications until after the permit to use Applegate Lake stored water is issued.

Please let me know if you have any questions or need additional information.

Thanks.

Norman E. Daft

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

Organization Information

NAME APPLEGATE IRRIGATION CORPORATION		PHONE (541) 899-7530	FAX (541) 899-7530
ADDRESS 489 HAMILTON ROAD			CELL
CITY JACKSONVILLE	STATE OR	ZIP 97530	E-MAIL *

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

AGENT / BUSINESS NAME JAMES W. CHRISTOPHERSON, SR		PHONE (541) 899-7530	FAX
ADDRESS 489 HAMILTON ROAD			CELL
CITY JACKSONVILLE	STATE OR	ZIP 97530	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.)

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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.

James W. Christopherson
Applicant Signature

JAMES W. CHRISTOPHERSON
Print Name and title if applicable

9-30-13
Date

Applicant Signature

Print Name and title if applicable

Date

Revised

For Department Use		
App. No. 587938	Permit No.	Date

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*).

James W. & Helen M. Christopherson, Sr / James W. & Martina Christopherson, Jr. 489 Hamilton Rd. Jacksonville, OR 97530;
Day W. Boddorff, 1470 Hamilton Rd., Jacksonville, OR 97530;
Jackson County, 10 South Oakdale, Medford, OR 97501

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 Lake Reservoir (Permit R-7810) Tributary to: Applegate River

Source 2: _____ 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).

B. Applications to Use Stored Water

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

Yes.

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

Copy of BOR contract 09XX101703 on file with the Water Resources Department

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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:

- 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
Applegate Lake Res.	IR	April 1 – Oct 31	1198 af <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: 228.23* 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: 45

**Underlying rights to be transferred to instream by a time-limited transfer*

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

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

Pump (give horsepower and type): 50 HP centrifugal and 2-25 HP Centrifugal pumps

Other means (describe): _____

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

Pumps and pipelines are in place and deliver water per the Claims of Beneficial Uses submitted for T-8934, and T-8935. 50 HP pump is shared with other lands.

B. Application Method

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

High pressure sprinklers, Guns & some flood

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.

Diversion rate of 1/65th cfs per acre and 5.25 AF per acre was agreed to by all parties involved with this project to include the Bureau of Reclamation. Valves and number of sprinklers will control volume. There are meters to determine each property owner use.

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: Screens are in place and have been inspected by ODF&W
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: All systems are in place
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: No construction necessary as systems are in place
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Application is mostly by sprinklers – there will be no run-off

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SECTION 7: PROJECT SCHEDULE

Date construction will begin: Completed

Date construction will be completed: Completed

Date beneficial water use will begin: Completed

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 NA	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 transfers the underlying rights to an instream use reach on the Little Applegate River to the mouth and then to the current pumps on the Applegate River

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Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

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NOTE TO LOCAL GOVERNMENTS

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

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: Applegate Irrigation Corporation
First Last

Mailing Address: 489 Hamilton Road

Jacksonville OR 97530 Daytime Phone: (541) 899-7530
City State Zip

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
38S	3W	33		101	WR	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Pump
38S	3W	33/34		100	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	3W	28/33		2800	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	3W	27C		1500	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	3W	27C/34		1508	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Pipeline
38S	3W	27C/34		1509	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	3W	27C		1502		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	

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

JACKSON COUNTY

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B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 1198
 cubic feet per second
 gallons per minute
 acre-feet

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

Briefly describe:

This application is to replace irrigation water transferred to instream use on the Little Applegate River. The source of water is Applegate Lake Reservoir under contract with the Bureau of Reclamation

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



For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 4.2.2, Table 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

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.

*Agricultural use is an outright permitted use in the Exchange
Farm Use and Woodland Resource Zoning districts.*

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Name: Kenneth D. Skyles Title: Planner II
 Signature: *[Signature]* Phone: 541-714-6900 Date: 9/30/13
 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: _____



PN Draft 1/15/09

Contract No. 09XX101703

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR EXCHANGE OF WATER SERVICE

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SALEM, OREGON

S E 7646

ADDEND TO FLOW XS 10/24/2013

587738

PN Draft 1/15/09

Contract No. 09XX101703

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR EXCHANGE OF WATER SERVICE

THIS CONTRACT, made this 15th day of May, 2009, 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 Irrigation Corporation 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

APPLGATE IRRIGATION CORPORATION
APR 30 2009
101703

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 11.63 cubic feet per second for habitat enhancement and streamflow improvement, as consideration for out-of-stream use of up to 8.38 cubic feet per second of water from the Applegate Reservoir located on the Applegate River in Jackson County, Oregon; and

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7. 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:

Replacement of Prior Contract

8. Contract No. 02XX101330, dated October 1, 2001, is being replaced by this contract.

Lands for Which Water is Furnished: Limitations on Deliveries

9. 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 10(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 567.27 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 2,978 acre-feet of stored water annually, measured at the points of delivery of said water.

Exchange of Water Rights

10. (a) The United States agrees to annually furnish up to 2,978 acre-feet of stored water with a rate of up to 8.38 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 567.27 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 583.33 acres with a rate of up to 11.63 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	Acres	Rate
		<i>cubic feet per second</i>		<i>per acre</i>
56492	1854	2.53	88.34	1/35 th
43760	1854	0.94	75.0	1/80 th
16390	1854	3.08	154.0	1/50 th
16406	1854	0.16	8.0	1/50 th
16407	1854	0.15	6.0	1/40 th
16395	1854	2.5	124.7	1/50 th
32964	1908	1.77	87.29	1/50 th
6106 / 2940	1916	0.5	40.0	1/80 th
Totals		11.63	583.33	

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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

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S. 87646

contract will be used to change the rate of up to 8.38 cubic feet per second provided to the 567.27 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), necessary water permit(s), and the water right certificate(s), hereinafter referred to as the Exchange Documentation, to the Contracting Officer.

(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

11. (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 onfarm construction.

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

(1) Pump group 1A&B, 743 feet south and 190 feet east of SW corner of DLC 40, T. 38 S., R. 3 W., W.M.

(2) Pump group 2A&B, 980 feet south and 130 feet east of center of Section 33, T. 38 S., R. 3 W., W.M.

(3) Pump group 3B, 1250 feet west and 20 feet south of SE corner of Section 33, T. 38 S., R. 3 W., W.M.

(4) Pump group 3C, 1100 feet west and 270 feet south of NE corner of Section 4, T. 39 S., R. 3 W., W.M.

(5) Pump group 6B, 1180 feet west and 550 feet south of center of Section 3, T. 39 S., R. 3 W., W.M.

(6) Pump group 7B&C, 480 feet west and 230 feet north of S 1/4 corner of Section 3, T. 39 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

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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 10(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.

(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

12. (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.

(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 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

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WATER RESOURCES DEPT
SALEM, OREGON

S-87646

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

13. 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 14 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 12(c).

Termination of Contract

14. (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 10(a) and 11(a) or the transfer documents. 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 10(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 10(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 12(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 the time limited transfers that provide for instream flows from the Little Applegate River water rights as set forth in subarticle 10(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.

Disclaimer

15. 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.

Release

16. In consideration of this contract the members of the Applegate Irrigation Corporation release the United States from any and all obligations under Contract No. 02XX101330, between the United States and the Applegate Irrigation Corporation, dated October 1, 2001. To the extent permitted by law, the United States will hold the members of the Applegate Irrigation Corporation harmless from obligations arising under Contract No. 02XX101330.

Constraints on the Availability of Water (Water Shortages)

17. (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

Notices

18. 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 James W. Christopherson, Sr., Chairman, Applegate Irrigation Corporation, 489 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

19. 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

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- 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.

(SEAL)

APPLEGATE IRRIGATION CORPORATION

Attest:

By: Horsthal Swright

Title: Treasurer

By: James W. Chubb
Title: CHAIRMAN

UNITED STATES OF AMERICA

M. J. [Signature]

Acting For

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

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OCT 14 2013

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STATE OF OREGON)

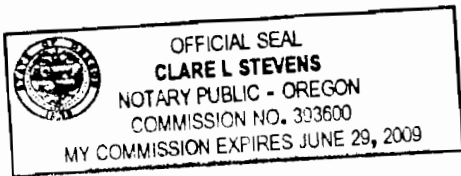
: ss

County of)

On this 13 day of FEB, 2009, before me, a Notary Public, personally appeared HERSCHEL E. WRIGHT and JAMES W. CHRISTOPHERSON known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they are representatives of Apparate Irrigation Inc. for which a water supply is to be provided under the contract and have executed this contract document as its free and voluntary act and deed and on oath stated that they are authorized to execute said instrument on its behalf.

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: 6/29/09

STATE OF IDAHO)

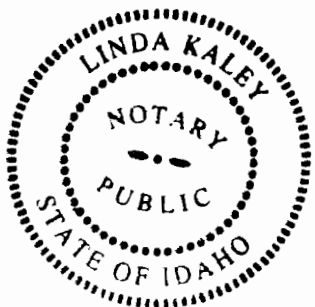
: ss

County of Ada)

On this 15 day of May, 2007, personally appeared before me Timothy Personius, to me known to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

(SEAL)



Linda Kaley

Notary Public in and for the
State of IDAHO
Residing at: Meridian, ID Aug 11 2010
My commission expires: 6/2/2012

EXHIBIT A

Listing of members of the Applegate Irrigation Corporation 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
Helen M. & James W. Christopherson, Sr.	67.23	27	NWSW 6a, NESW 5a SWSW 25.94a, SESW 6a
		28	SESE 12a
		33	NENE 8.3a
		34	NWNW 3.99a
Martina H. & James W. Christopherson, Jr.	3.77	27	SWSW 2.06a
		34	NWNW 1.71a
Antonio Cruz Mena	2	27	SWSW 2a
David M. & Pamela F. Palmer	2	27	NWSW 2a
Day W. Boddorff	154	33	NENE 35a, NWNE 35a NENW 23a, SENW 8a SWNE 17a, SENE 17a
		34	NWNW 5a, SWNW 14a
James & Susan Spencer	82.4	33	SENE 4.6a, SWNE 21.2a SENE 16.2a, NESE 14.6a NESE 25.8a
Wayne B. & Susan M. Stone	25.24	33	NWSE 12.2a, NESE 2.3a SWSE 2.9a, SESE 7.84a
Herschel E. & Roberta C. Wright	11	33	NESE 6a, SESE 5a
Daniel E. & Marilyn F. Milton	6	33	SESE 6a

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TOWNSHIP 39 SOUTH - RANGE 3 WEST, WILLAMETTE MERIDIAN

NAME	ACRES	SECTION	40-ACRE TRACT
Helen M. & James W. Christopherson	3	4	NENE 3a
Patrick & Jane Henry	3	4	NENE 3a
Sandra King	2	4	NENE 2a
William P. Christofferson	3	3	NESW 3a
Lynda & John Babbitt, Jr.	2	3	NESW 2a
Carver & Patricia Moosman	1	3	NESW 1a
William D. Wright	4	3	NESW 4a
Hobart & Nanette Marvin	33	3	NESW 2a, NWSE 20a NESE 4a SESE 2a, SWSE 5a
James A. Armstrong	46.34	3	SESW 1.3a, SWSE 7.34a
		10	NWNE 14.3a, NENE 20.6a SENE 2.8a
Sarah G. & James A. Armstrong	6	10	NENE 6a
William J. & Lori McTaggart	63.29	3	SWSE 26a, SESE 28.4a
		2	SWSW 5a
		10	NENE 3.89a
Philip & Merrell Schwimmer	47	11	NWNW 13a SWNW 14a, SENW 1a NESW 13a, NWNE 6a
TOTAL NO. OF ACRES	567.27		

AUG 11 2010

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, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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WATER RESOURCES DEPT
SALEM, OREGON

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH 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.

BOOKS, RECORDS, AND REPORTS

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

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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).

(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. Articles 1 through 16 of this contract have been drafted, negotiated, and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this contract pertains, and no one party shall be considered to have drafted the stated articles.

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WATER RESOURCES
SALEM, OREGON



Oregon

Theodore R. Kulengoski, Governor

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

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

7-06 11/2007

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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Jackson County Official Records 2006-014339

R-WD 03/22/2006 08:02:00 AM

Cnt=1 Stn=4 SHAWBJ \$10.00 \$5.00 \$11.00 Total:\$28.00



I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

RECEIVED

OCT 25 2013



After Recording Return To:
Ticor Title
1459 E. McAndrews Road
Medford OR 97504-6107

Send Tax Statements To:
David M. Palmer
Pamela F. Palmer
8035 Highway 238
Jacksonville OR 97530

WATER RESOURCES DEPT
SALEM, OREGON

Title Order No. 03-70137
Escrow No. 03-70137
Tax Account No. 383W27C 1502
A# 1-062589-3, 383W27C 1502
A# 1-074757-1, A# 3-000610-4

WARRANTY DEED
(ORS 93.850)

Lori K. Dunlap, an estate in fee simple, Grantor, conveys and warrants to David M. Palmer and Pamela F. Palmer, as tenants by the entirety, Grantee, the following described real property:

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

The said property is free from encumbrances except: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS AND EASEMENTS OF RECORD, IF ANY.

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

The true consideration for this conveyance is \$125,000.00.

Dated this 11th day of March 2006
Lori K. Dunlap
Lori K. Dunlap

State of OR, County of Jackson)ss.

This instrument was acknowledged before me on 3/16, 2006
by Lori K. Dunlap.

Krissy Moore
Notary Public

My commission expires July 5, 2008



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EXHIBIT 'A'Legal Description:

Commencing at the Northeast corner of Donation Land Claim No. 40 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence North 89°57'50" West, along the North line of said Donation Land Claim No. 40, 83.90 feet to the True Point of Beginning; thence continue North 89°57'50" West, 283.1 feet to a 5/8 inch iron pin; thence North 01°07'10" East, 107.54 feet to the Southerly line of State Highway 238; thence Westerly along said Southerly line a distance of 301.00 feet; thence South 30°50' West a distance of 295.00 feet; thence South 18°51' West a distance of 470.00 feet; thence South a distance of 200.00 feet, more or less, to the Center Line of Forest Creek; thence Northeasterly along said centerline to the point of beginning.

02 23391

Exhibit A

Commencing at the Southeast corner of Donation Land Claim No. 40, in Township 38 South, Range 3 West of the Willamette Meridian, Jackson County, Oregon; thence South 89° 49' 04" West, 543.24 feet to a 5/8 inch iron rod; thence North 0° 21' 09" West, 403.18 feet to a 5/8 inch iron rod for the point of beginning; thence continue North 0° 21' 09" West, 403.18 feet to a 5/8 inch iron rod; thence South 89° 49' 04" West, 540.25 feet; thence South 0° 21' 09" East, 403.18 feet to a 5/8 inch iron rod; thence North 89° 49' 04" East, 540.25 feet to a 5/8 inch iron rod and the point of beginning.

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

APR 26 2002

2:00 PM

Spencer S. Reed
COUNTY CLERK



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OCT 28 2013

Lawyers Title Insurance Corporation
Medford Main Branch
1555 E. McAndrews Road, Suite 100
Medford, OR 97504
Phone: 541-779-2811
Fax: 541-734-8750

WATER RESOURCES DEPT
SALEM, OREGON

Attn: James Christopherson
Farmers Ditch Association
489 Hamilton Road
Jacksonville, OR 97530

Date Prepared: February 18, 2009

PROPERTY ANALYSIS REPORT PLUS (PAR+)
Informational Report of Monetary Encumbrances

Customer Ref : Christopherson - Report

Order No. : 48g0488927
Effective Date : February 12, 2009
Fee: : \$85.00

The information contained in this report is furnished by Lawyers Title Insurance Corporation (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE, NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the title to the herein described property, other than specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the customer, and the Company will have no greater liability by reason of this report.

THIS REPORT OMITTS ANY ENCUMBRANCE THAT IS NOT A MONETARY LIEN, SUCH AS, WITHOUT LIMITATION, AN EASEMENT, COVENANT, CONDITION, RESTRICTION OR RESERVATION.

Part One – Ownership and Property Description

Owner. The apparent vested owner of the Property is:

James W. Christopherson and Helen M. Christopherson, as tenants by the entirety
(as to Tract A)

David M. Palmer and Pamela F. Palmer, as tenants by the entirety
(as to Tract B)

Melissa J. Yager
(as to Tract C)

TRACT A:

Commencing at the southeast corner of Donation Land Claim No. 40 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence North 00° 25' 25" East, a distance of 806.36 feet, to the Point of Beginning; thence continue North 00° 25' 25" East, along the east line of said Claim No. 40, to the northeast corner thereof; thence North 18° 19' 24" East, 179 feet, more or less, to the Southerly right of way line of Hwy 238; thence Southwesterly along said Southerly right of way line 120 feet to a 5/8" iron rod and the Northeast Corner of the property described in Instrument No. 69-06275 in Official Records of Jackson County, Oregon; thence South 18° 19' 24" West, 159.73 feet, to the North Line of DLC 40; thence South 89° 57' 50" East, along said North Line of DLC No. 40, 30.00 feet, more or less, to the Center Line of Forest Creek; thence Southwesterly along the Center Line of Forest Creek to the West line of tract described in Volume 83 Deeds page 459; thence South along said West line, to the south line thereof; thence East, along said south line, to a point 1233.49 feet West of the southeast corner of said Claim No. 40; thence North 00° 21' 09" West, 806.36 feet, to a point bearing South 89° 49' 04" West, 150 feet from a 5/8" iron rod at the Northwest corner of the Parcel described In Instrument #2002 -23391, Official Records of Jackson County, Oregon; thence North 89° 49' 04" East, 1234.50 feet, to the East Line of DLC No.40 and the Point of Beginning.

Account 10473312, Map 383W27 C 1500
Account 10982300, Map 383W28 2800

TRACT B:

Commencing at the Northeast corner of Donation Land Claim No. 40 in Township 38 South, Range 3 West of the Willamette Meridian In Jackson County, Oregon; thence North 89° 57' 50" West, along the North line of said Donation Land Claim No. 40, 83.90 feet to the True Point of Beginning; thence continue North 89° 57' 50" West 283.1 feet to a 5/8 inch iron pin; thence North 01°07' 10" East, 107.54 feet to the Southerly line of State Highway 238; thence Westerly along said Southerly line a distance of 301.00 feet; thence South 30° 50' West a distance of 295.00 feet; thence South 18° 51' West a distance of 470.00 feet; thence South a distance of 200.00 feet, more or less, to the Center Line of Forest Creek; thence Northeasterly along said centerline to the point of beginning,

Account 10625893, Map 383W27 C 1502

TRACT C:

Commencing at the southeast corner of Donation Land Claim No. 40 in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence South 89° 49'04" West 543.24 feet to a 5/8" iron rod; thence North 0° 21'09" West 403.18 feet to a 5/8" iron rod for the point of beginning; thence continue North 0° 21'09" West 403.18 feet to a 5/8" iron rod; thence South 89° 49'04" West 540.25 feet; thence South 0° 21'09" East 403.18 feet to a 5/8" iron rod; thence North 89°4 9'04" East 540.25 feet to a 5/8" iron rod and the point of beginning.

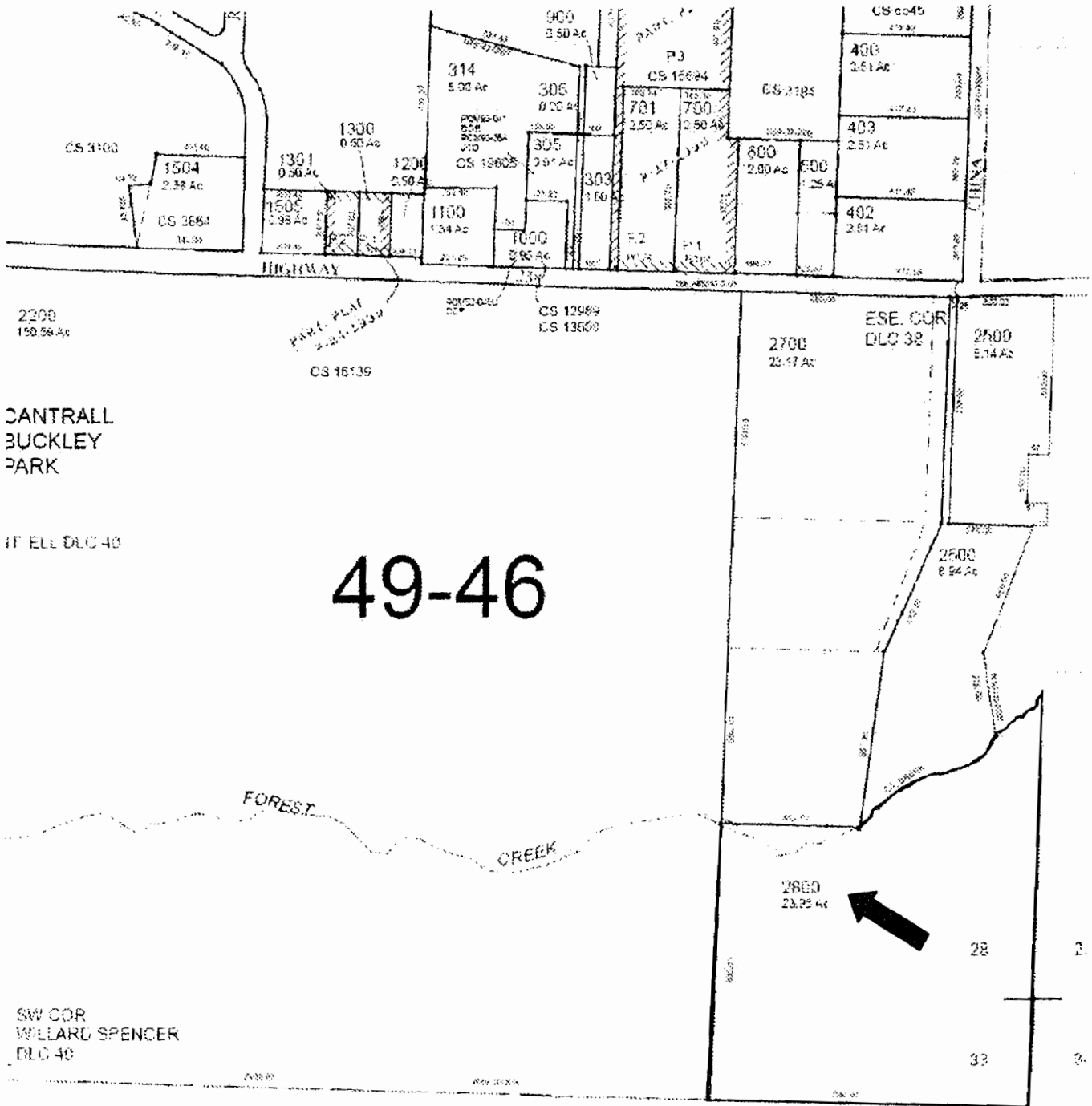
Account 10827593, Map 383W27 C 1509



Lawyers Title
INSURANCE CORPORATION

1555 East McAndrews Road Suite 100
Medford OR 97504
V: 541-779-2811 F: 541-734-8750

ASSESSOR'S MAP: 383W28 2800



49-46

This print is made solely for the purpose of assisting in locating the premises, and the Company assumes no liability for information printed on this map, including but not limited to zoning, variations (if any) in area, actual dimensions, and locations as determined by survey.

PAR PLUS
ORRG 9/2007
12 of 17

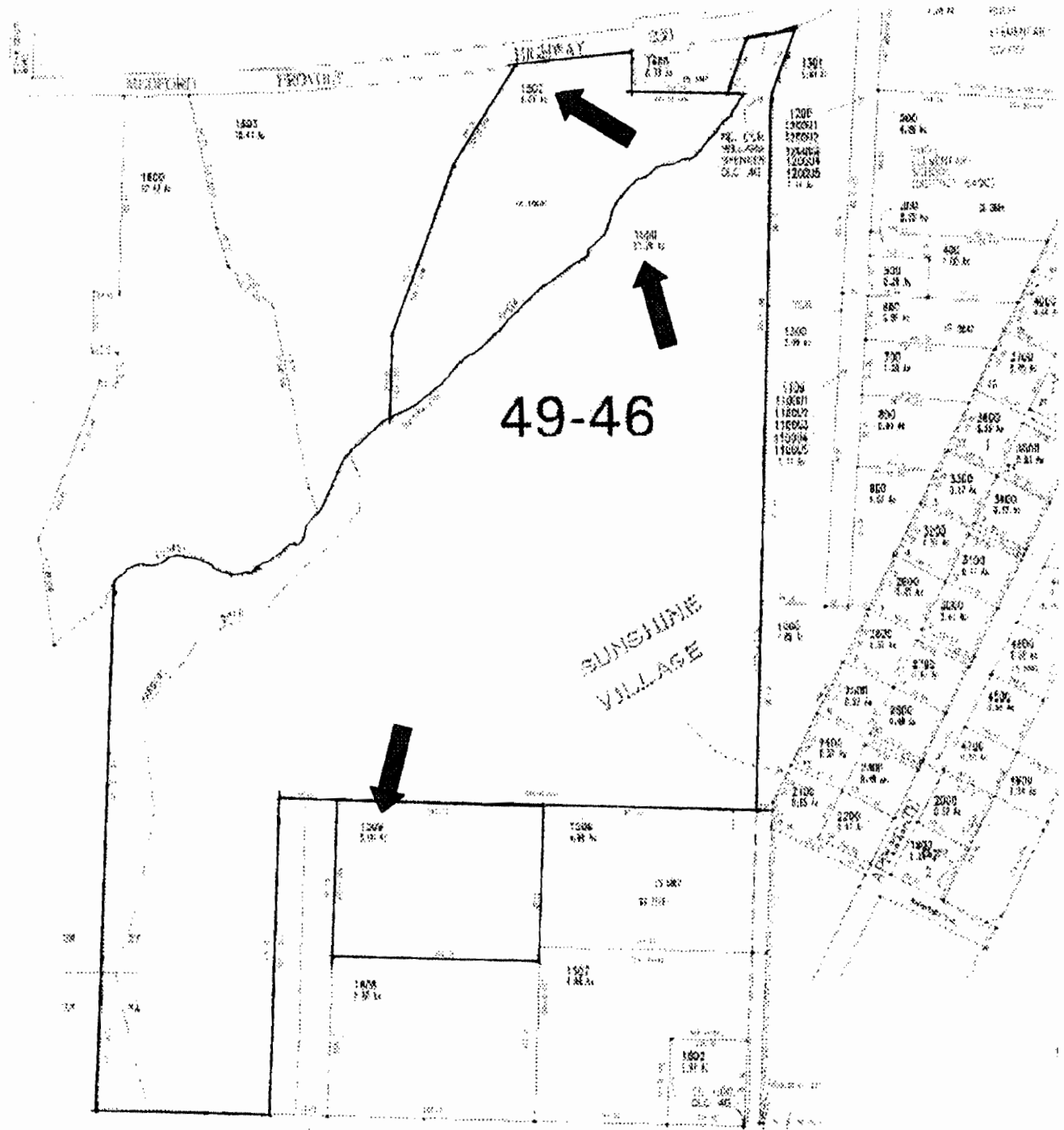
587938



Lawyers Title
INSURANCE CORPORATION

1555 East McAndrews Road Suite 100
Medford OR 97504
V: 541-779-2811 F: 541-734-8750

ASSESSOR'S MAP: 383W27 C 1500, 1502 and 1509



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PAR PLUS
NOV 9 12 007

02 22523

RECEIVED

9:21

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10
11

OCT 28 2013

After Recording Return To:

DAY W. BODDORFF
965 WEEKS ST
EAST PALO ALTO, CA 94303

WATER RESOURCES DEPT
SALEM, OREGON

EASEMENT

GRANTOR: JACKSON COUNTY, a political subdivision of the State of Oregon

CONVEYS TO

GRANTEE: DAY W. BODDORFF

a permanent, nonexclusive easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of irrigation pumps and mainlines with related fish screens, foot valves, power panels, poles, controls, fencing and a gate (collectively, the "Facilities") over, on and under the following described real property in Jackson County, Oregon:

A strip of land 20 feet wide, being 10 feet on each side of the following described centerline: BEGINNING at a point on the East boundary of Hamilton Road that is 820 feet South and 240 feet East of the NW Corner of Government Lot 9 in Section 33, Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence S89 22' 56" W 200 feet more or less to the centerline of the Applegate River.

This easement is for the benefit of and appurtenant to the following described real property in Jackson County, Oregon;

See EXHIBIT A attached hereto and incorporated by this reference.

Grantee shall also have the right to ingress and egress to and from the easement for the purpose of construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Facilities.

This easement is not intended to restrict the use by Grantor of this land in any way, as long as that use does not materially interfere with Grantee's use and enjoyment of this

casement. Grantee shall fill any and all excavations as soon as practicable after opening; dispose of all brush and debris; and replace in their former condition all improvements, trees, ornamental shrubs, native vegetation and crops, if practicable, as soon as possible after damage or destruction, but if not practicable then pay to Grantor the reasonable value thereof. Grantee accepts all responsibility for maintenance of any and all Facilities placed on the easement. Grantee agrees to pay Grantor for any and all damage that may arise from construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Facilities. Grantee shall be fully liable for all injuries to persons or property resulting from construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Facilities. Grantee agrees to indemnify Grantor and hold Grantor harmless against all claims, suits, costs, losses and expenses that may in any manner result from or arise out of the construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Facilities permitted under this easement. This easement shall terminate if and when Grantee shall have abandoned all use of the right of way and no longer has any future need therefor.

Grantee agrees to install noise suppression devices so that the noise level at the west edge of the Applegate River will be less than 65 DB. Grantee agrees that this easement may be terminated by Grantor in the event that a pump produces noise in excess of 65DB for a period in excess of 24 hours after receipt of written notice by Grantee.

JACKSON COUNTY

By: Susan E. Slack 4-17-02
Susan E. Slack, County Administrator

Approved As To Form:

By: [Signature]
County Counsel

DAY W. BODDORFF

By: Day W. Boddorff

02 22523

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing was acknowledged before me this 17th day of April, 2002, by Susan E. Slack, County Administrator, who is known to me, and acknowledged he signed the foregoing instrument on behalf of Jackson County with the proper authority as the act of the County for the purpose therein stated.



Cheryl Adams
Notary Public for the State of Oregon
My Commission expires: 03-23-05

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing was acknowledged before me this 7th day of March, 2002, by Day W. Boddorff.



Elizabeth M. Clark
Notary Public for the State of Oregon
My Commission expires: 11-02-04

02 22523

Government Lots Nine (9), Ten (10) and Eleven (11) in Section 33, and Government Lot Four (4) in Section 34, all in Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon. EXCEPTING therefrom the following: Beginning at a 1" iron pipe with bronze cap located at the southwest corner of Government Lot 9 in Section 33, Township 38 South, Range 3 West of the Willamette Meridian in Jackson County, Oregon; thence North 0° 18' 20" East 1615.16 feet to the northwest corner of said Lot; thence along the north boundary of said Lot, North 89° 50' 30" East 157.93 feet to a 5/8" iron pin located on the westerly boundary of Cameron (County) Road; thence along said road boundary as follows: South 1° 41' 40" West 182.42 feet; thence 147.59 feet along the arc of a curve left (which arc has a radius of 1452.39 feet and a long chord of South 1° 13' 00" East 147.52 feet); thence South 4° 07' 40" East 372.73 feet; thence 176.92 feet along the arc of a curve left (which arc has a radius of 1165.92 feet and a long chord of South 8° 28' 30" East 176.75 feet); thence South 12° 49' 20" East 419.75 feet; thence 196.82 feet along the arc of a curve left (which arc has a radius of 1165.92 feet and a long chord of South 17° 39' 30" East 196.59 feet); thence South 22° 29' 40" East 73.03 feet; thence 80.02 feet along the arc of a curve left (which arc has a radius of 974.93 feet and a long chord of South 24° 50' 45" East 80.00 feet); thence leaving said road boundary, South 89° 40' 00" West 431.51 feet to the point of beginning. Also, EXCEPTING therefrom that portion conveyed to County of Jackson by correction deed recorded December 22, 1971, as No. 71-16234 of the Official Records of Jackson County, Oregon.

(Code 49-16, Account #383W33, Tax Lot #100)

Jackson County, Oregon
Recorded
OFFICIAL RECORDS

APR 23 2002

9:21 AM
Spencer J. Reed
COUNTY CLERK