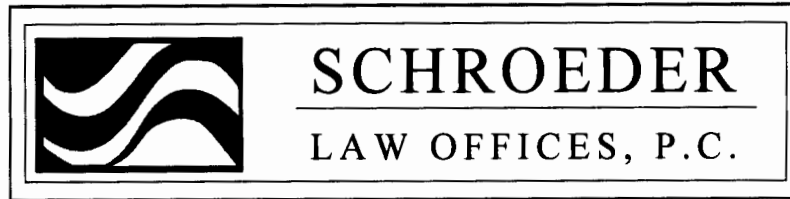


Laura A. Schroeder  
Licensed in Oregon, Idaho,  
Nevada and Washington

Therese A. Ure  
Licensed in Oregon  
and Nevada

William F. Schroeder  
Of Counsel to the Firm



Sarah R. Lijefelt  
Licensed in Oregon & California

Wyatt E. Rolfe  
Of Counsel  
Licensed in Oregon & Washington

Matthew J. Curti  
Licensed in Nevada & California

September 23, 2015

**VIA US MAIL**

Oregon Water Resources Department  
725 Summer Street, NE, Suite A  
Salem, OR 97301


**RE: Application for a Permit to Use Surface Water**

To Whom It May Concern:

Enclosed for filing on behalf of Padre Properties, LLC, please find an application for a permit to use surface water and its associated enclosures, including a check in the amount \$1,380.00 for the filing fee.

Please contact our office if anything further is needed to process the application

Very truly yours,  
SCHROEDER LAW OFFICES, P.C.



Tara J. Jackson  
Paralegal

TJJ:srl

Enclosures

cc: client

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SALEM, OR

1915 NE Cesar E. Chavez Boulevard, Portland, Oregon 97212 (503) 281-4100

440 Marsh Avenue, Reno, Nevada 89509 (775) 786-8800

www.water-law.com counsel@water-law.com

(P0295132; 1247.03 TJJ)

P-88134

# 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](http://www.wrd.state.or.us)

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## Water-Use Permit Application Processing

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### 1. Completeness Determination

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

### 2. Initial Review

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

### 3. Public Notice

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

### 4. Proposed Final Order Issued

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

### 5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

### 6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

# Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

## Include this checklist with the application

**Check that each of the following items is included.** The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- SECTION 8: within a district
- SECTION 9: remarks

### Attachments:

- 
- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
  - 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.
  - Fees - Amount enclosed: \$ 1380.00  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.

### Provide a map and check that each of the following items is included:

- 
- Permanent quality and drawn in ink
  - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
  - North Directional Symbol
  - Township, Range, Section, Quarter/Quarter, Tax Lots
  - Reference corner on map
  - Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
  - Indicate the area of use by Quarter/Quarter and tax lot clearly identified
  - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
  - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
  - Other:

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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 PADRE PROPERTIES LLC (RICHARD M. BRADEN, MEMBER)		PHONE (HM)	
PHONE (WK) 209-883-4061	CELL		FAX 209-883-4862
ADDRESS PO BOX 1032			
CITY HUGHSON	STATE CA	ZIP 95326	E-MAIL *

### Organization Information

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

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

AGENT / BUSINESS NAME SCHROEDER LAW OFFICES, PC		PHONE 503-281-4100	FAX 877-600-4971
ADDRESS 1915 NE CESAR E. CHAVEZ BLVD.			CELL
CITY PORTLAND	STATE OR	ZIP 97212	E-MAIL * COUNSEL@WATER-LAW.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.)

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By my signature below I confirm that I understand:

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- 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.

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

  
Applicant Signature

Richard M. Braden, Member of Padre Properties LLC  
Print Name and title if applicable

1-12-15  
Date

App No. <u>P-00134</u>	For Department Use	Date
Permit No. _____		

**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*).

North Side Applegate River Ditch Company, 11071 N Applegate Rd, Grants Pass, OR 97527

***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 Lake 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).

**B. Applications to Use Stored Water**

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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.)

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 Reservoir	Irrigation	April 1 – October 31	31.95 <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: \_\_\_\_\_ Acres                      Supplemental: 7.1 Acres

List the Permit or Certificate number of the underlying primary water right(s): Permanent transfer under Certificates 32830 and 44830 filed on November 4, 2014.

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 31.95 AF

- 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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S-88134

## SECTION 5: WATER MANAGEMENT

### A. Diversion and Conveyance

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

Pump (give horsepower and type): A 30 horsepower vertical turbine pump is used to pump water from the delivery canal onto the place of use.

Other means (describe): A push up dam operated by the North Side Applegate River Ditch Company is used to deliver water from the Applegate River to the point of delivery.

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

An existing push up dam diverts water from the Applegate River into a delivery canal, and a 30 horsepower vertical turbine pump takes water from the canal into a six-inch mainline that distributes water to the place of use property. Automatic valve stations and sub-main lines deliver water to drip tube laterals, and the vineyard plants are watered by drip irrigation.

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### B. Application Method

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

Drip irrigation

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### 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.

The other portions of the property are covered by primary and supplemental water use rights for irrigation. The place of use at issue in this permit application will include new development and plantings that will be irrigated by drip irrigation. Water use and infiltration will be monitored to ensure irrigation is only on the rows of vines and not in between the vines. The irrigation system is automatic and pressurized to ensure only beneficial use of water without waste will occur.

## 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: The point of diversion is existing and screened
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
Describe planned actions: The point of diversion is existing and maintained by the Applegate River North Side Ditch Company
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.  
Describe: The point of diversion is existing and maintained by the Applegate River North Side Ditch Company
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: Farming on the property follows reasonable standards of water and supplement application on land.

**SECTION 7: PROJECT SCHEDULE**

Date construction will begin: Existing

Date construction will be completed: Completed

Date beneficial water use will begin: As soon as the permit is issued

**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.

The primary right under Transfer T-11915 is appurtenant only to the rows of vines, with unirrigated land in between the rows. This application for a supplemental water use right proposes supplemental irrigation of only the rows of vines with unirrigated land in between the rows.

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SALEM, OR

WR



# Land Use Information Form



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

## NOTE TO APPLICANTS

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

**This form is NOT required if:**

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

## NOTE TO LOCAL GOVERNMENTS

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

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# 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

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# Land Use Information Form



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

Applicant: Padre Properties LLC c/o Schroeder Law Offices, PC  
First Last

Mailing Address: 1915 NE Cesar E. Chavez Blvd.

Portland OR 97212 Daytime Phone: 503-281-4100  
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	4W	6	SW SW	601		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	4W	6	NW SW	601		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
38S	4W	6	SW NW	601		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Jackson County, Oregon  
 Josephine County, Oregon

## B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 15.98     cubic feet per second     gallons per minute     acre-feet

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

Briefly describe:

Water will be used for supplemental irrigation of 3.55 acres from the Applegate Lake Reservoir, managed by the US 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.

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See bottom of Page 3. →

SEP 28 2015

# 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): LDD Ch.4 Table 4.2-1 #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.

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SALEM, OR

Name: Jacob Ripper Title: Planner I

Signature: *Jacob Ripper* Phone: 541-774-6940 Date: 9-14-2015

Government Entity: Jackson County Development Services - Planning Division

**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: \_\_\_\_\_

# Land Use Information Form



**Oregon Water Resources Department**  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
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Applicant: Padre Properties LLC c/o Schroeder Law Offices, PC  
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Mailing Address: 1915 NE Cesar E. Chavez Blvd.

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City State Zip

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						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Jackson County, Oregon  
 Josephine County, Oregon

## B. Description of Proposed Use

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

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

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

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

Briefly describe:

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**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.

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See bottom of Page 3. →

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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.

**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): RLDC Section 64.020

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.

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Name: GRACE M. SILVERBERG Title: PLANNER III  
 Signature: Grace M. Silverberg Phone: 541-474-5427 Date: 9/16/15  
 Government Entity: JOSEPHINE COUNTY PLANNING

**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: PADRE PROPERTIES  
 City or County: JOSEPHINE COUNTY Staff contact: GRACE M. SILVERBERG  
 Signature: Grace M. Silverberg Phone: 541-474-5427 Date: 9/16/15

15  
4  
-10/23

AFTER RECORDING RETURN TO:

Walter L. Cauble  
Cauble & Cauble, LLP  
PO Box 398  
Grants Pass OR 97528-0032

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

PADRE PROPERTIES, LLC  
1800 Sperry RD  
Hughson CA 95326

JOSEPHINE COUNTY OFFICIAL RECORDS  
ART HARVEY, COUNTY CLERK  
DED-BSD 2013-010577  
Cnt=1 Pgs=3 Str=2 RHENKELS 08/02/2013 09:40 AM  
\$15.00 \$11.00 \$15.00 \$8.00 \$5.00 Total:\$64.00

Jackson County Official Records 2013-028839  
R-BSD  
Cnt=1 FOOTENL 08/23/2013 10:15:42 AM  
\$15.00 \$10.00 \$8.00 \$11.00 \$15.00 Total:\$59.00



01594425201300288390030036  
I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.  
Christine Walker - County Clerk

**BARGAIN AND SALE DEED - STATUTORY FORM**

**RICHARD M. BRADEN**, Grantor, conveys to **PADRE PROPERTIES, LLC**, a California limited liability company, authorized to transact business in the state of Oregon, Grantee, the following real property situated in Jackson and Josephine Counties, Oregon, to-wit:

**TRACT A:**

COMMENCING AT A BRASS DISK, MONUMENTING THE TOWNSHIP CORNER COMMON TO TOWNSHIPS 37 AND 38 SOUTH, RANGES 4 AND 5 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON, BEING ON THE BOUNDARY BETWEEN JOSEPHINE AND JACKSON COUNTY, OREGON; THENCE SOUTH 852.27 FEET, AND EAST, 10.34 FEET TO A 5/8 INCH IRON PIN AT A POINT ON CURVE ON THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTH APPLGATE ROAD (COUNTY ROAD), FOR THE TRUE POINT OF BEGINNING; THENCE IN AN EASTERLY DIRECTION, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING 30.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO THE EXISTING CENTER LINE OF THE SAID NORTH APPLGATE ROAD, AS MEASURED ON NOVEMBER 19, 1976, ALONG THE ARC OF A 319.111 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD TO WHICH BEARS SOUTH 64 °15'48" EAST, 44.03 FEET), AND AN ARC DISTANCE OF 44.07 FEET, TO A POINT 50.00 FEET EASTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE RANGE LINE BETWEEN SAID RANGE 4 WEST AND RANGE 5 WEST; THENCE SOUTH, PARALLEL WITH SAID RANGE LINE, 648.32 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 89 °46'40" EAST, 695.32 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 00 °07' 50" EAST, 258.93 FEET, TO A 5/8 INCH IRON PIN; THENCE SOUTH 64 °58'50" EAST, 329.25 FEET, TO A 5/8 INCH IRON PIN; THENCE SOUTH 25 °18'30" EAST 130.73 FEET, TO A 5/8 INCH PIN, WITNESS CORNER; THENCE CONTINUING SOUTH 25 °18'30" EAST, 51.15 FEET, TO INTERSECT AN EXISTING CREEK CENTER LINE, AS MEASURED ON NOVEMBER 19, 1976; THENCE ALONG THE CREEK CENTER LINE AS FOLLOWS: SOUTH 77 °11'45" WEST, 173.16 FEET; SOUTH 03 °44'00" WEST, 101.47 FEET; NORTH 88 °40'00" WEST, 108.00 FEET; SOUTH 64 °35'30" WEST, 93.58 FEET; SOUTH 80 °54'00" WEST, 97.76 FEET; SOUTH 07 °54'15" WEST, 193.48 FEET; SOUTH 78 °20'30" WEST, 49.28 FEET; NORTH 66 °39'00" WEST, 159.62 FEET; NORTH 83 °08'00" WEST, 71.95 FEET; NORTH 63 °25'30" WEST, 116.91 FEET; NORTH 59 °37'00" WEST, 146.73 FEET; NORTH 64 °12'30" WEST, 133.65 FEET, TO A POINT THAT BEARS SOUTH 00 °50'55" EAST, FROM A 5/8 INCH IRON PIN, WITNESS CORNER; THENCE LEAVING SAID CREEK CENTER, NORTH 00 °50'55" WEST, 80.72 FEET, TO A 5/8 INCH IRON PIN, WITNESS CORNER; THENCE CONTINUE NORTH 00 °50'55" WEST, 459.24 FEET, TO A 5/8 INCH IRON PIN; THENCE NORTH 88 °46'20" EAST, 7.75 FEET, TO A 5/8 INCH IRON PIN; THENCE NORTH 00 °34'00" EAST, 358.07 FEET, TO A 5/8 INCH IRON PIN; THENCE NORTH 00 °44' 45" WEST, 472.44 FEET, TO THE TRUE POINT OF BEGINNING.

**TRACT B:**

LOT 3, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON.

ALSO: LOT 2, SECTION 6, TOWNSHIP 38 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON.

ALSO: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON.

**EXCEPTING THEREFROM THE FOLLOWING:**

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, SECTION 6, TOWNSHIP 38 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 432.74 FEET, MORE OR LESS, TO A 1" IRON PIPE, ON THE SOUTH SIDE OF THE APPLGATE ROAD; THENCE NORTH 89 °14' WEST 808.47 FEET ALONG SAID ROAD LINE TO A 1" IRON PIPE; THENCE SOUTH 0 °53' WEST 436.73 FEET TO A 1" IRON PIPE, ON THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 °31' EAST 815.17 FEET, ALONG THE SOUTH LINE OF SAID LOT, TO THE POINT OF BEGINNING.

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EXCEPTING THEREFROM THE FOLLOWING:  
THAT PORTION LYING ON THE SOUTHERLY SIDE OF THE APPLGATE RIVER, AS DESCRIBED IN VOLUME 42, PAGE 130, JACKSON COUNTY, OREGON, DEED RECORDS.

ALSO EXCEPTING THEREFROM THE FOLLOWING:  
COMMENCING AT A BRASS DISK, MONUMENTING THE TOWNSHIP CORNER COMMON TO TOWNSHIPS 37 AND 38 SOUTH, RANGES 4 AND 5 WEST, WILLAMETTE MERIDIAN, JACKSON COUNTY, OREGON, BEING ON THE BOUNDARY BETWEEN JOSEPHINE AND JACKSON COUNTY, OREGON; THENCE SOUTH 852.27 FEET AND EAST 10.34 FEET TO A 5/8 INCH IRON PIN AT A POINT ON CURVE ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH APPLGATE ROAD (COUNTY ROAD) FOR THE TRUE POINT OF BEGINNING; THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT OF WAY LINE BEING 30.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EXISTING CENTER LINE OF SAID NORTH APPLGATE ROAD, AS MEASURED ON NOVEMBER 19, 1976, ALONG THE ARC OF A 319.111 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD BEARS SOUTH 75 °02'33" EAST 162.334 FEET) AN ARC DISTANCE OF 164.14 FEET TO A 5/8 INCH IRON PIN AT A POINT OF TANGENT; THENCE SOUTH 89 °46'40" EAST 576.72 FEET TO A 5/8 INCH IRON PIN; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 00 °07'50" EAST 884.93 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 64 °58'50" EAST 329.25 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 25 °18'30" EAST 130.73 FEET TO A 5/8 INCH IRON PIN WITNESS CORNER; THENCE CONTINUING SOUTH 25 °18'30" EAST 51.15 FEET TO INTERSECT AN EXISTING CREEK CENTER LINE AS MEASURED ON NOVEMBER 19, 1976; THENCE ALONG THE CREEK CENTER LINE AS FOLLOWS: SOUTH 77 °11'45" WEST 173.16 FEET; SOUTH 03 °44'00" WEST 101.47 FEET; NORTH 88 °40'00" WEST 108.00 FEET; SOUTH 64 °35'30" WEST 93.58 FEET; SOUTH 80 °54'00" WEST 97.76 FEET; SOUTH 07 °54'15" WEST 193.48 FEET; SOUTH 78 °20'30" WEST 49.28 FEET; NORTH 66 °39'00" WEST 159.62 FEET; NORTH 83 °08'00" WEST 71.95 FEET; NORTH 63 °25'30" WEST 116.91 FEET; NORTH 59 °37'00" WEST 146.73 FEET; NORTH 64 °12'30" WEST 133.65 FEET TO A POINT THAT BEARS SOUTH 00 °50'55" EAST FROM A 5/8 INCH IRON PIN WITNESS CORNER; THENCE LEAVING SAID CREEK CENTER LINE NORTH 00 °50'55" WEST 80.72 FEET TO A 5/8 INCH IRON PIN WITNESS CORNER; THENCE CONTINUING NORTH 00 °50'55" WEST 459.24 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 88 °46'20" EAST 7.75 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 00 °34'00" EAST 358.07 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 00 °44'45" WEST 472.44 FEET TO THE TRUE POINT OF BEGINNING.

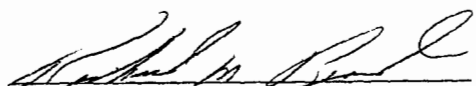
TRACT C:  
THE FOLLOWING DESCRIBED REAL PROPERTY BEING SITUATED IN JOSEPHINE COUNTY, OREGON: BEGINNING AT A POINT WHERE JACKSON-JOSEPHINE COUNTY LINE CROSSES THE NORTH BANK OF THE APPLGATE RIVER; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH BANK OF SAID RIVER TO A POINT WHERE THE NORTH SIDE APPLGATE DITCH COMPANY'S DITCH INTERSECTS THE RIVER; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE COURSE OF SAID DITCH, A DISTANCE OF 1550 FEET, MORE OR LESS, TO A POINT WHERE SAID DITCH TURNS IN A NORTHWESTERLY DIRECTION; THENCE EAST ALONG THE BASE OF A PERPENDICULAR CLIFF, A DISTANCE OF 250 FEET, MORE OR LESS, TO THE JACKSON-JOSEPHINE COUNTY LINE; THENCE SOUTH ALONG SAID LINE TO THE POINT OF BEGINNING, BEING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, JOSEPHINE COUNTY, OREGON.

NOTE: This legal description was created prior to January 01, 2008.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance stated in terms of dollars is NONE. This deed is given as a capital contribution to the limited liability company.

DATED this 19 day of June, 2013.

  
Richard M. Braden

ACKNOWLEDGMENT ON FOLLOWING PAGE

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CAUBLE & CAUBLE, LLP  
ATTORNEYS AT LAW  
111 S.E. SIXTH STREET  
P. O. BOX 398  
GRANTS PASS, OREGON 97526  
PHONE: (541) 476-8825  
FAX: (541) 471-1704

BARGAIN & SALE DEED - Page 2.

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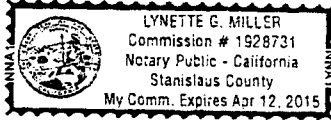
STATE OF CALIFORNIA, County of Stanislaus )ss.

On JUNE 19, 2013, before me, Lynette G Miller, a Notary Public in and for said State, personally appeared Richard M. Braden, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct. *WITNESS* my hand and official seal.

Lynette G Miller

Notary Public for California



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S-88134

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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SALEM, OR

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

**CONTRACT FOR WATER SERVICE**

THIS CONTRACT, made this 10<sup>th</sup> day of Oct., 2014, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187) and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891) (which acts are commonly known and referred to as the Reclamation Laws), and the Flood Control Act of 1962 (76 Stat. 1173), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Padre Properties, LLC**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

**Explanatory Recitals**

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

3. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, 2014-CCAO-66C, approved on August 6, 2014; and

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

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

**Lands for Which Water is Released: Limitations on Diversions**

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

5.7 acres, SW1/4 NW1/4, Section 6, T. 38 S., R. 4 W., W.M.  
1.4 acres, NW1/4 SW1/4, Section 6, T. 38 S., R. 4 W., W.M.

Of the land described, not more than 7.1 acres are to be irrigated. The amount of water to be released hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, up to a maximum diversion of 31.95 acre-feet of stored water annually, measured at the point of diversion of said water.

**Payments for Water**

6. (a) An annual payment of \$255.60 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$255.60 will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to divert up to a maximum of 31.95 acre-feet of stored water for irrigation of the lands described in Article 5 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually diverted, as deemed appropriate by the Contracting

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

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

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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 16 of this contract.

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**Contract Administration Fee**

7. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.
- (b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, that the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

**Charges for Delinquent Payments**

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

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

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

**Release of Water**

9. (a) Upon payment of the annual payment specified in subarticle 6(a) above, the United States will release water to the Contractor from the Rogue River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payment.

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

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3,740 feet south and 120 feet west of northwest corner of  
Section 6, T. 38 S., R. 5 W., W.M.

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

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

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Periodic Review of Water Deliveries with Respect to Contract Terms* (WTR P08), and Reclamation Manual Directives and Standards, *Periodic District Reviews of Water Deliveries with Respect to Contract Terms – Processing for Resolving Unauthorized Use* (WTR 08-01).

#### **Special Conditions**

10. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the

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Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer.

The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project determined in accordance with the law governing the project.

(b) If, at some future date, the Contracting Officer determines there is sufficient demand for irrigation water from the Rogue River Basin Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 5 becomes dependent upon membership in the organization established for that purpose.

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

#### **Term of Contract**

11. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 10 or 12 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable

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

**Termination of Contract**

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

**Constraints on the Availability of Water (Water Shortages)**

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

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

**Title To Project Works**

14. Title to all of the Rogue River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

**Disclaimer**

15. No provision of this contract, nor of any renewal thereof, nor the release of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Rogue River Basin Project, the United States does not

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guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons for whom water is released.

### **Notices**

16. 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, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Padre Properties, LLC, c/o Schroeder Law Offices, PC, 1915 NE Cesar E. Chavez Blvd., Portland, OR 97212. 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 A and is hereby made a part of this contract.

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

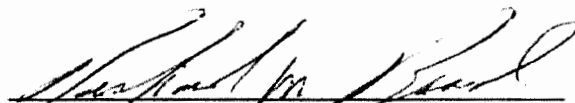
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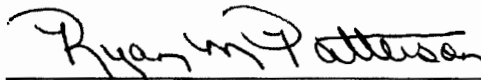
IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

**PADRE PROPERTIES, LLC**



Name and Title

**UNITED STATES OF AMERICA**



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

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STATE OF \_\_\_\_\_ )  
 : ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a notary public, personally appeared \_\_\_\_\_ known to me to be the official of **PADRE PROPERTIES, LLC**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **PADRE PROPERTIES, LLC**, for the uses and purposes therein mentioned, and on oath stated that he/she (*circle one*) is/are authorized to execute said instrument on its behalf.

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

SEE ATTACHED DOCUMENT

Notary Public in and for the  
State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

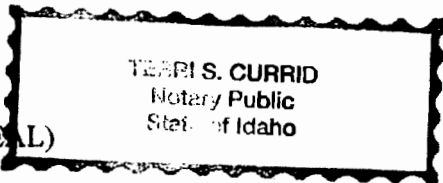
(SEAL)

\*\*\*\*\*

STATE OF IDAHO )  
 : ss  
County of Ada )

On this 10th day of October, 2014, personally appeared before me Ryan M. Patterson, 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 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)

Terri S. Currid

Notary Public in and for the  
State of IDAHO  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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THE ATTACHED  
SIGNATURE PAGE  
BEARS EMBOSSMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Stanislaus }  
On 15 Sep 2014 before me, Robin Madison Notary Public  
/Date Here Insert Name and Title of the Officer  
personally appeared RICHARD BRADEN  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robin Madison  
Signature of Notary Public

Place Notary Seal Above

**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: Contract for Water Service  
Document Date: 15 Sep 2014 Number of Pages: 10  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_



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**GENERAL PROVISIONS --- ROGUE RIVER BASIN PROJECT**

**GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT**

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

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

**CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS**

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

**OFFICIALS NOT TO BENEFIT**

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

**ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION**

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

**BOOKS, RECORDS, AND REPORTS**

(e). 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 financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

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COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

WATER CONSERVATION

(h). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

EQUAL EMPLOYMENT OPPORTUNITY

(i). 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.

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(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, as amended (EO 11246), 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 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 the United States to enter into such litigation to protect the interests of the United States.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(j). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),]2 and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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(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

(k). (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 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

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

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

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

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

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MEDIUM FOR TRANSMITTING PAYMENTS

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

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

CONTRACT DRAFTING CONSIDERATIONS

(m). 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 16 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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