



January 14, 2016

Oregon Water Resources Department  
Attention: Jon Unger, Water Resources Grant Administrator  
725 Summer Street NE, Suite A  
Salem, OR 97301

Dear Mr. Unger:

The Freshwater Trust (TFT) appreciates the opportunity to submit a grant application to the Oregon Water Resources Department Water Supply Development Account. TFT is committed to working with local irrigators to improve water management strategies in order to restore instream flow conditions for aquatic ecosystems while advancing agricultural sustainability for rural economies. The Lostine River in Wallowa County, OR supports not only ESA listed fish species, but also a large and thriving agricultural community. The Lostine River and surrounding acres are the former homelands of the Nez Perce Tribe and remain culturally significant to the Tribe today. We believe the conserved water project proposed here benefits the agricultural economy, environment, and social interests of the Nez Perce Tribe and local community.

Please find the following attachments:

- Water Supply Development Account Grant Application
- Appendix A: Project Water Rights
- Appendix B: Maps
- Appendix C: Precision Rain Feasibility and Cost Estimate
- Appendix D: Letter of Support
- Appendix E: Lostine River, Wallowa Co Water Conservation Services Contract

Regards,

Aaron Maxwell  
The Freshwater Trust Flow Restoration Project Manager  
Phone: 541.263.2220  
Email: [aaron@thefreshwatertrust.org](mailto:aaron@thefreshwatertrust.org)

## **Appendix A: Project Water Rights**

Table 1. Project water rights. 5.5AF duty stipulates 1.5 AF every 30 day period for May-July and 1 AF for all of Aug-Sept. No rate limitation applies. A more thorough due diligence of water rights is being conducted by Region 7 Water Master David Bates and final acres may vary slightly. It is estimated that 120 acres will be permanently retired instream. The exact acres and water rights appurtenant to those acres have not been identified.

Primary Certificate #	Priority Date	Source	POD	Duty Limitation (AF/acre)	Rate Limitation (CFS)	Estimated Project Acres	Split Season Lease Amount (AF)	Conserved Water Potential (AF)
91010	1879	Lostine	Tulley Hill RM 2	5.5		24.7	24.7	37.1
91011	1881	Lostine	Tulley Hill RM 2	5.5		38.0	38.0	57.0
53407	1882/1889/1896	Lostine	Miles Ditch RM 4.5	5.5		357.7	357.7	536.6
3012	1883	Lostine	Clearwater RM 3	5.5		172.0	172.0	258.0
3153	1883	Lostine	Clearwater RM 3	5.5		7.3	7.3	11.0
3182	1883	Lostine	Clearwater RM 4	5.5		77.0	77.0	115.5
3192	1883	Lostine	Clearwater RM 5	5.5		3.0	3.0	4.5
3192	1889	Lostine	Foster RM 4	5.5		117.0	117.0	175.5
82198	1889	Lostine	Foster RM 4	5.5		1.0	1.0	1.5
79891	1897	Lostine	Clearwater RM 7	5.5		30.0	30.0	45.0
49087	1897	Wallowa	Tulley #1 RM 26	5.5		2.6	2.6	3.9
49087	1900	Lostine	Tulley Hill RM 2	5.5		59.6	59.6	89.4
81644	1901	Lostine	Westside Ditch RM 9 (to be transferred to Foster)	5.5		127.9	127.9	191.9
91012	1901	Lostine	Tulley Hill RM 6	5.5		36.8	36.8	55.2
T 9715	1922	Lostine	Clearwater RM 8	3.75	0.88	30.5	30.5	0.0
7332	1924	Lostine	Clearwater RM 6	3.75	0.69	7.9	7.9	0.0
8032	1927	Spring	Spring	3.75	0.04	2.5	2.5	0.0
11899	1937	Lostine	Tulley Hill RM 3	5.5	0.2	11.3	11.3	17.0
62054	1979	Wallowa	Tulley #1 RM 26	3.5	2.28	82.7	82.7	0.0
<b>TOTAL</b>						<b>1189.5</b>	<b>1189.5</b>	<b>1598.9</b>

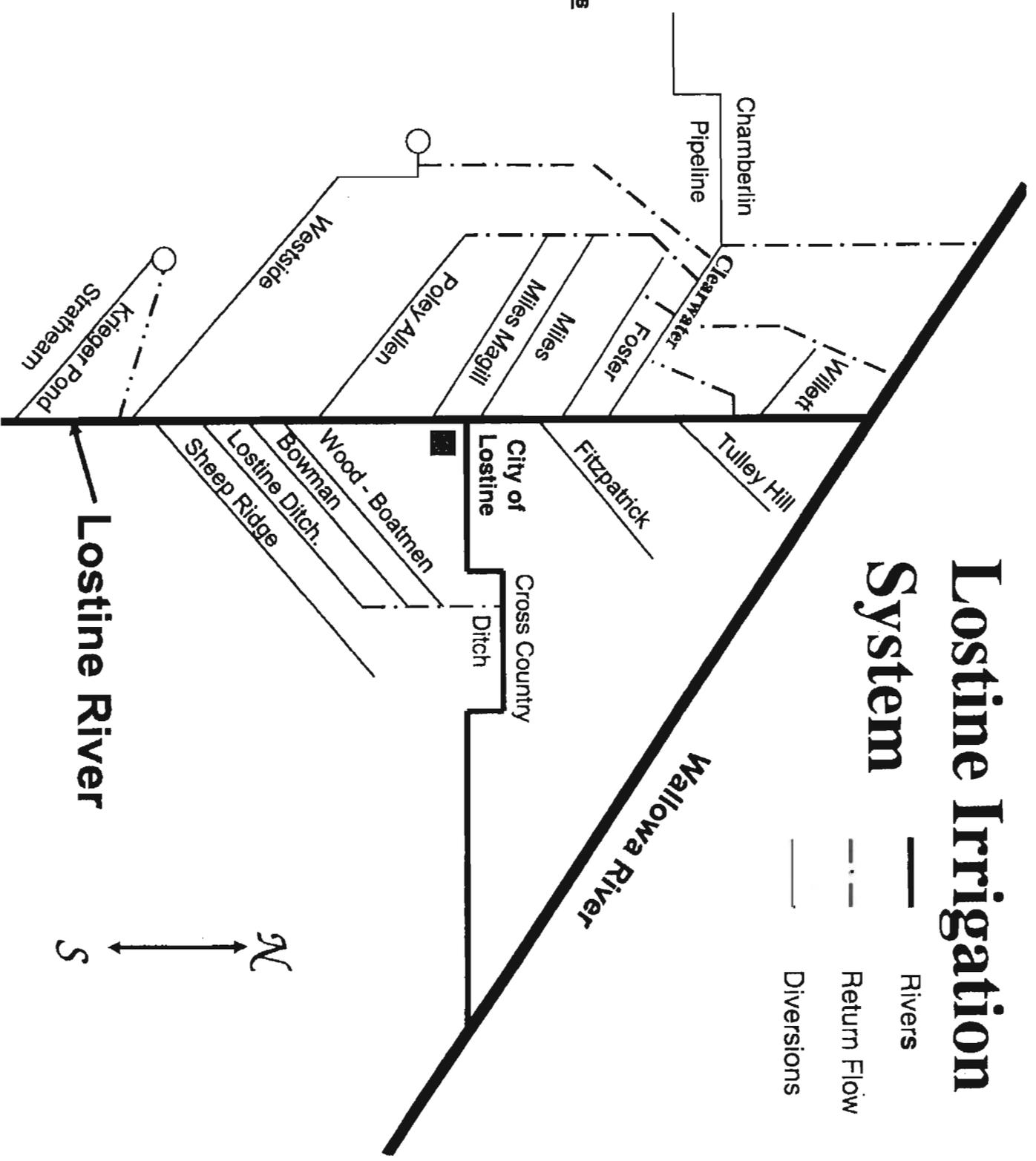
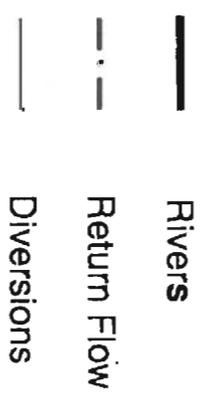
## **Appendix B: Maps**

**1. Tax lot map**

**2. Water rights map (forthcoming from District 7 Water Master)**



# Lostine Irrigation System



## Lostine River Ditches

- Strathearn
- Westside
- Sheep Ridge
- Lostine Ditch Co.
- Bowman
- Wood – Boatmen
- Poley Allen
- Miles Magill (inactive)
- Miles
- Fitzpatrick
- Foster
- Clearwater
- Tulley Hill
- Gary Willett

## **Appendix C: Precision Rain Project Feasibility and Cost Estimate**

## WOLFE PIVOT SYSTEM-NON GRAVITY SUPPLY

### P1- 827FT. VALLEY 7000 SERIES PART CIRCLE

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 10HP CENTRIFUGAL PUMP PLANT WITH DITCH BOX
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 48,730.00 – PIVOT/PAD/FREIGHT

\$ 4,625.00 – PIVOT INSTALL

\$ 8,124.00 – INSTALLATION OF PVC/POWER SUPPLY/DITCH BOX

\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 2,500.00 – GENERAL INSTALL LABOR

\$ 17,721.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE

= \$ 86,700.00

### P2/P3/P4- VALLEY 7000 SERIES PART CIRCLE

- P2- 896FT. PART CIRCLE
- P3- 1180FT. PART CIRCLE
- P4- 1140FT. PART CIRCLE WITH A 305FT. V-FLEX CORNER ARM
- 14.9 X 24 TIRES ON PIVOTS / 18R X 26 TIRES ON CORNER ARM
- SELECT2 PANELS WITH AUTO REVERSE & RUN LIGHT
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE AND PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 50HP TURBINE PUMP WITH SUMP & SELF CLEANING SCREEN
- 10IN. & 8IN. PVC SUPPLY LINES
- ELECTRICAL SERVICE & INSTALLATION
- CULVERT DITCH CROSSINGS
- EXCAVATION & INSTALLATION

\$ 49,572.00 – P2 PIVOT/PAD/FREIGHT

\$ 63,580.00 – P3 PIVOT/PAD/FREIGHT

\$ 101,173.00 – P4 PIVOT/PAD/FREIGHT

\$ 24,155.00 – PIVOT INSTALL

\$ 21,322.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP

\$ 12,000.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 7,500.00 – GENERAL LABOR

\$ 14,310.00 – CULVERT/DITCH CROSSINGS/INSTALL

\$ 74,138.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE

= \$ 367,750.0

P5- 1600FT. VALLEY 7000 SERIES PART CIRCLE WITH 305FT. CORNER ARM

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES ON PIVOT / 18R X 26 TIRES ON CORNER ARM
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 75HP TURBINE PUMP WITH SUMP & SELF CLEANING SCREEN
- 12IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- CULVERT DITCH CROSSINGS
- EXCAVATION & INSTALLATION

\$ 128,130.00 – PIVOT/PAD/FREIGHT

\$ 14,780.00 – PIVOT INSTALL

\$ 11,390.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP

\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 2,500.00 – GENERAL LABOR

\$ 30,350.00 – CULVERT/DITCH CROSSINGS/INSTALL

\$ 47,350.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE

= \$ 239,500.00

P6- 1300FT. VALLEY 7000 SERIES FULL CIRCLE WITH 305. CORNER ARM

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES ON PIVOT / 18R X 26 TIRES ON CORNER ARM
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 100HP TURBINE PUMP WITH SUMP & SELF CLEANING SCREEN
- 12IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- CULVERT & BRIDGE DITCH CROSSINGS
- EXCAVATION & INSTALLATION

\$ 107,025.00 – PIVOT/PAD/FREIGHT

\$ 12,795.00 – PIVOT INSTALL

\$ 16,150.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP

\$ 17,500.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 2,500.00 – GENERAL LABOR

\$ 76,100.00 – CULVERT/DITCH CROSSINGS/INSTALL

\$ 67,030.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE

= \$ 299,100.00

P7/P8 VALLEY 7000 SERIES PART CIRCLE

- P7- 1249FT. PART CIRCLE
- P8- 1420FT. PART CIRCLE WITH A 305FT. V-FLEX CORNER ARM
- 14.9 X 24 TIRES ON PIVOTS / 18R X 26 TIRES ON CORNER ARM
- SELECT2 PANELS WITH AUTO REVERSE & RUN LIGHT
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE AND PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 60HP CENTRIFUGAL PUMP STATION HOOKED TO EXISTING SUPPLY
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- CULVERT DITCH CROSSINGS
- EXCAVATION & INSTALLATION

\$ 65,313.00 – P7 PIVOT/PAD/FREIGHT  
\$ 115,699.00 – P8 PIVOT/PAD/FREIGHT  
\$ 20,823.00 – PIVOT INSTALL  
\$ 7,411.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP  
\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)  
\$ 5,000.00 – GENERAL LABOR  
\$ 37,150.00 – CULVERT/DITCH CROSSINGS/INSTALL  
\$ 31,489.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE  
=\$ 287,885.00

P9/P10/P11 VALLEY 7000 PART CIRCLE

- P9- 1024FT. PART CIRCLE
- P10- 1233FT. PART CIRCLE
- P11- 854FT. PART CIRCLE
- 14.9 X 24 TIRES ON PIVOTS / 18R X 26 TIRES ON CORNER ARM
- SELECT2 PANELS WITH AUTO REVERSE & RUN LIGHT
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE AND PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 50HP TURBINE PUMP WITH SUMP & SELF CLEANING SCREEN
- 12IN. & 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 56,042.00 – P9 PIVOT/PAD/FREIGHT  
\$ 57,791.00 – P10 PIVOT/PAD/FREIGHT  
\$ 48,887.00 – P11 PIVOT/PAD/FREIGHT  
\$ 16,440.00 – PIVOT INSTALL  
\$ 42,946.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP  
\$ 7,500.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 5,000.00 – GENERAL LABOR  
\$ 102,894.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE  
=\$ 337,500.00

P12- 1088FT. VALLEY 7000 SERIES PART CIRCLE

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 10HP CENTRIFUGAL PUMP PLANT WITH DITCH BOX
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 54,694.00 – PIVOT/PAD/FREIGHT  
\$ 6,056.00 – PIVOT INSTALL  
\$ 5,430.00 – INSTALLATION OF PVC/POWER SUPPLY/DITCH BOX  
\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)  
\$ 2,500.00 – GENERAL LABOR  
\$ 18,820.00 – PUMP/MAINLINE/ELECTRICAL MATERIALS  
=\$ 92,500.00

P13- 1242FT. VALLEY 7000 SERIES PART CIRCLE

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- TIE-IN TO EXISTING MAINLINE
- PUMP SHUTDOWN CONTROL CIRCUIT
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 63,280.00 – PIVOT/PAD/FREIGHT  
\$ 6,600.00 – PIVOT INSTALL  
\$ 13,250.00 – INSTALLATION OF PVC/POWER SUPPLY  
\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)  
\$ 2,500.00 – GENERAL LABOR  
\$ 20,870.00 – MAINLINE/ELECTRICAL MATERIALS  
=\$ 111,500.00

P14- 845FT. VALLEY 7000 SERIES FULL CIRCLE

- SELECT2 PANEL WITH AUTO REVERSE & RUN LIGHT
- 14.9 X 24 TIRES
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE & PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- TIE-IN TO EXISTING MAINLINE
- 40HP TURBINE PUMP WITH SUMP & SELF CLEANING SCREEN
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 50,773.00 – PIVOT/PAD/FREIGHT

\$ 4,282.00 – PIVOT INSTALL

\$ 6,800.00 – INSTALLATION OF PVC/POWER SUPPLY/TURBINE SUMP

\$ 5,000.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 2,500.00 – GENERAL LABOR

\$ 39,395.00 – PUMP/MAINLINE/ELECTRICAL MATERIALS

= \$ 108,750.00

P15/P16 VALLEY 7000 SERIES

- P15- 803FT. PART CIRCLE
- P16- 803FT. FULL CIRCLE
- 14.9 X 24 TIRES ON PIVOT
- SELECT2 PANELS WITH AUTO REVERSE & RUN LIGHT
- NELSON ORBITOR SPRINKLER PACKAGE WITH 2HP BOOSTER PUMP & ENDGUN
- NELSON CONTROL VALVE AND PIVOT POINT FILTER
- CUSTOM FAB FITTINGS
- 20HP CENTRIFUGAL PUMP WITH DITCH BOX
- 8IN. PVC SUPPLY LINE
- ELECTRICAL SERVICE & INSTALLATION
- EXCAVATION & INSTALLATION

\$ 44,082.00 – P15 PIVOT/PAD/FREIGHT

\$ 42,480.00 – P16 PIVOT/PAD/FREIGHT

\$ 9,500.00 – PIVOT INSTALL

\$ 15,386.00 – INSTALLATION OF PVC/POWER SUPPLY/DITCH BOX

\$ 6,500.00 – ELECTRICIAN (ESTIMATE ONLY)

\$ 5,300.00 – GENERAL LABOR

\$ 35,087.00 – PUMP/ELECTRICAL MATERIALS/MAINLINE

= \$ 158,335.00

ESTIMATED PROJECT TOTAL- \$ 2,089,520.00

The project total is an estimate only pending final survey, approvals from PP&L, state electrical inspector, Oregon Water Resource Department, state & county road departments and all private landowners that will have to give easements & right of ways for system installation.

There are no provisions in the estimate for fees required from PP&L for supplying power to all new service locations & line upgrades.

Labor is included in the estimate for bedding the mainline but not for bedding material.

If rock or water is encountered that requires extended excavation, material removal or dewatering there will be a charge above the estimated project total.

#### ESTIMATED EXCAVATION ITEMIZATION DETAIL

THESE PRICES INCLUDE EXCAVATION, BACKFILL & INSTALL OF THE MAINLINE & POWER SUPPLIES AS WELL AS OTHER ITEMS LISTED

P1-

- 580FT. 8IN. PVC
- 1000FT. POWER SUPPLY
- DITCH BOX

\$ 8,124.00

P2/3/4-

- 2240FT. 8IN. PIPE & POWER SUPPLY
- 1520FT. 10IN. PIPE & POWER SUPPLY
- TURBINE SUMP

\$ 21,322.00

P5-

- 1720FT. 12IN. PIPE & POWER SUPPLY
- TURBINE SUMP

\$ 11,390.00

P6-

- 2160FT. 12IN. PIPE & POWER SUPPLY
- 600FT. PUMP POWER SUPPLY
- TURBINE SUMP

\$ 16,150.00

P7/8-

- 620FT. 8IN. PIPE
- 1100FT. POWER SUPPLY
- \$ 7,411.00

P9/10/11-

- 1760FT. 12IN. PIPE & POWER SUPPLY
- 6060FT. 8IN. PIPE & POWER SUPPLY
- TURBINE SUMP

\$ 42,946.00

P12-

- 840FT. 8IN. PIPE & POWER SUPPLY
- DITCH BOX

\$ 5,430.00

P13-

- 2500FT. 8IN. PIPE & POWER SUPPLY

\$ 13,250.00

P14-

- 1000FT. 8IN. PIPE & POWER SUPPLY
- TURBINE SUMP

\$ 6,800.00

P15/P16

- 2700FT. 8IN. PIPE & POWER SUPPLY
- DITCH BOX

\$ 15,386.00

CROSSINGS-

- CULVERT INSTALL WITH FILL MATERIAL
- BRIDGE PLACEMENT

\$ 17,500.00

ESTIMATED DETAIL TOTAL- \$ 165,709.00

P1

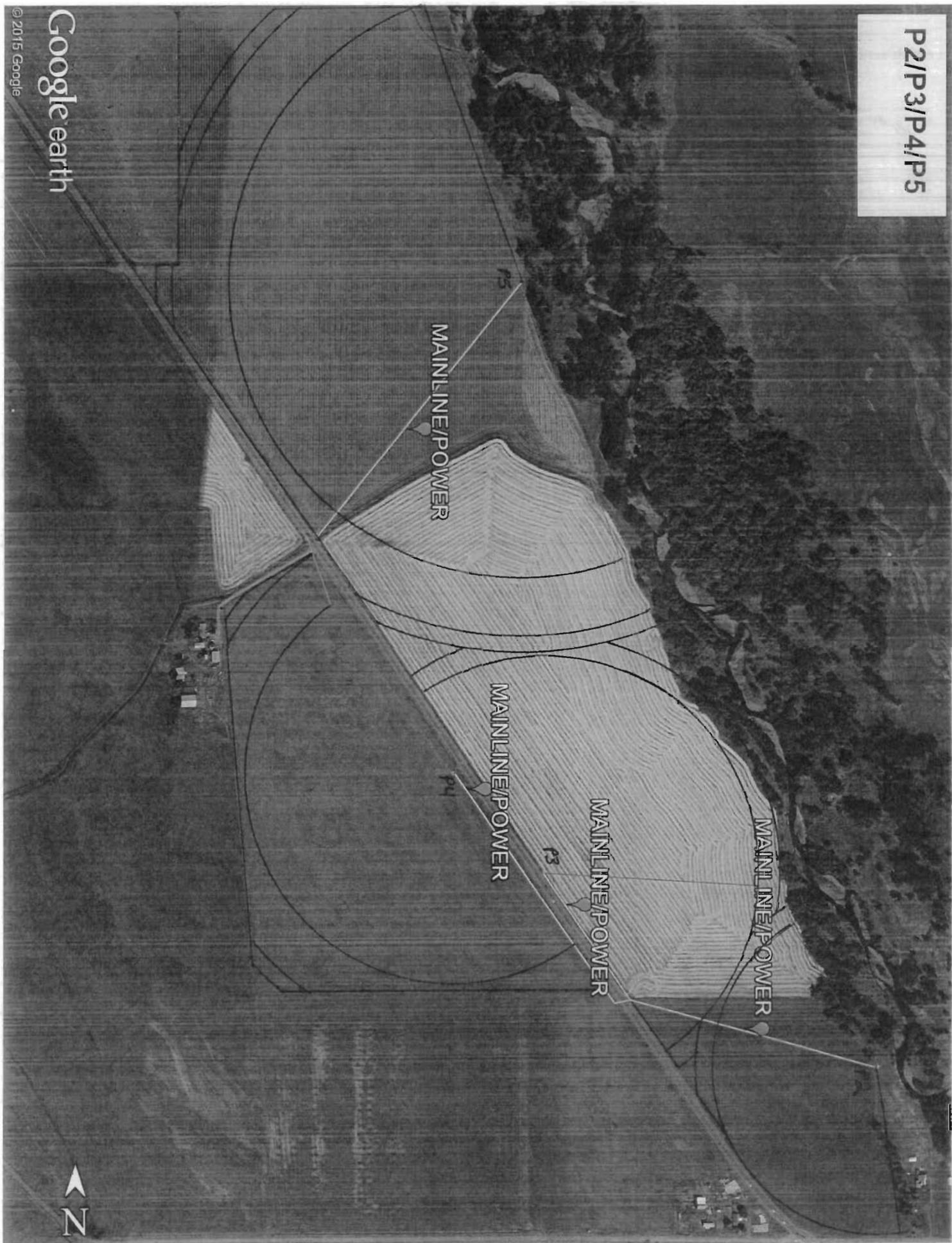
POWER

MAINLINE

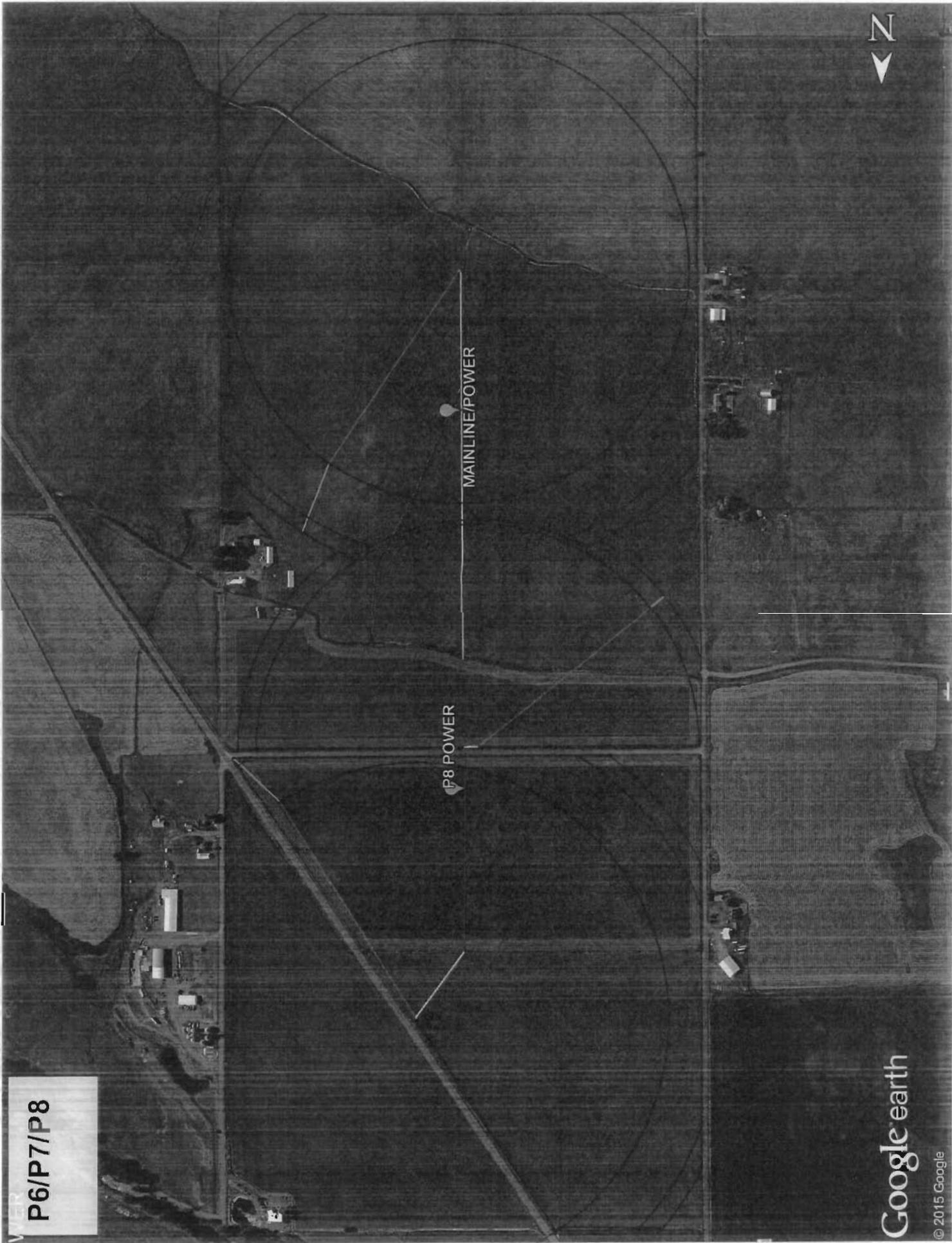
Google earth

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P6/P7/P8



Google earth

© 2015 Google

P9/P10/P11

MAINLINE/POWER

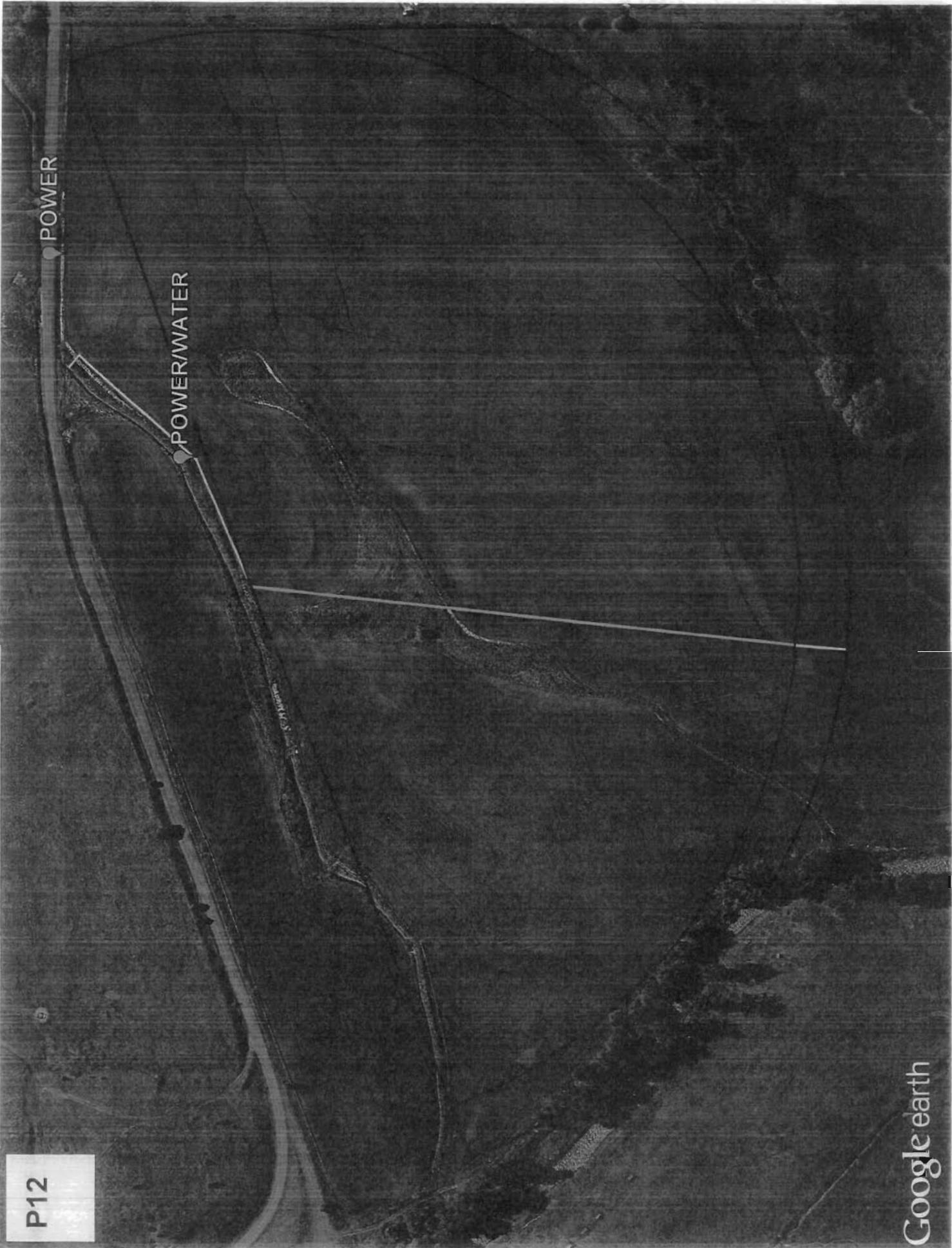
MAINLINE/POWER

MAINLINE/POWER



Google earth

© 2015 Google



POWER

POWER/WATER

P12

Google earth

P13/P14

POWER/WATER

POWER/WATER

POWER TO P13/P14 & WATER TO P14

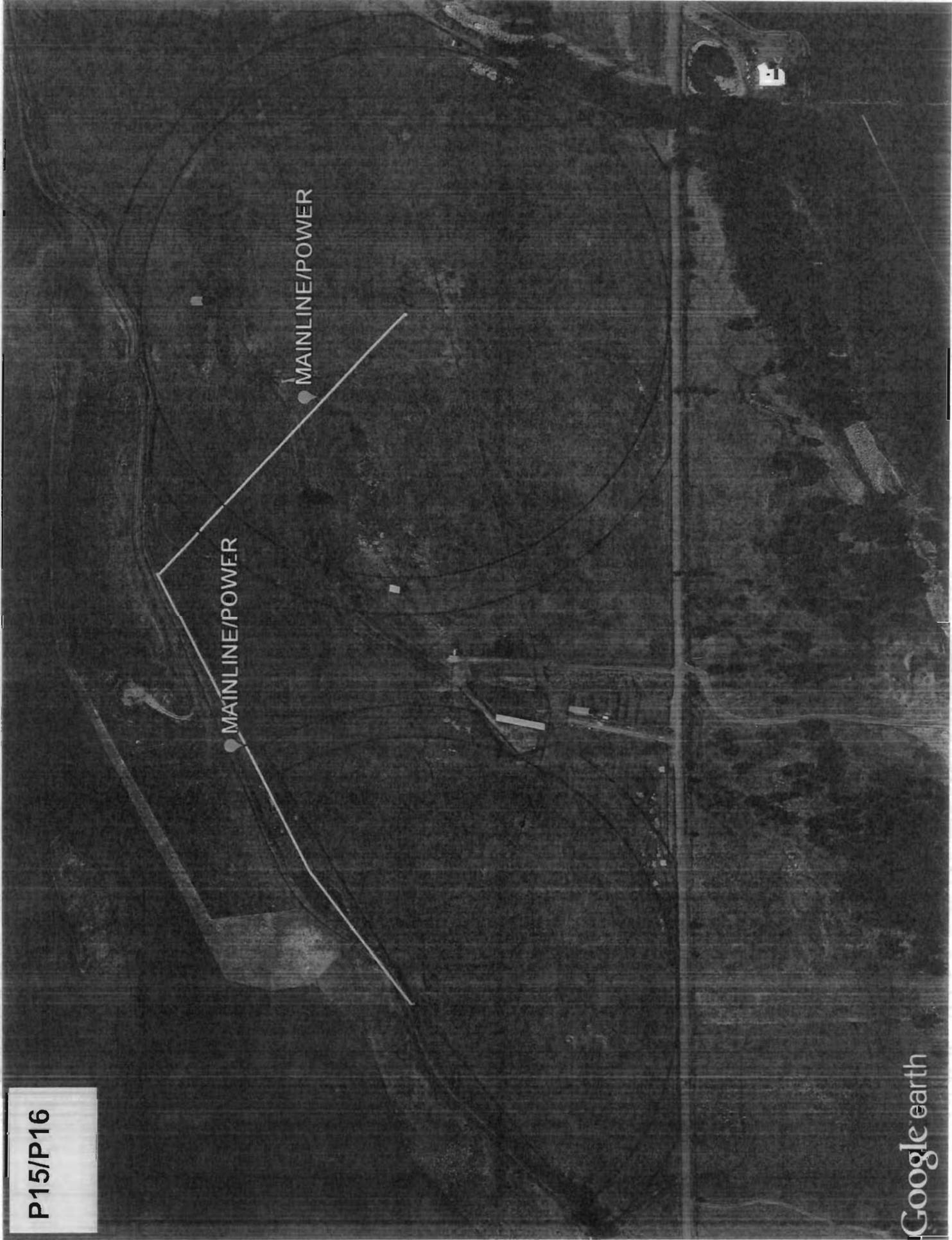


P15/P16

MAINLINE/POWER

MAINLINE/POWER

Google earth



## **Appendix D: Letters of Support**



## NEZ PERCE TRIBE

### Department of Fisheries Resources Management

Administration • Enforcement • Harvest • Production • Research • Resident Fish • Watershed



#### ADMINISTRATION DIVISION

104 Lolo Street • P.O. Box 365 • Lapwai, Idaho 83540  
Phone: (208) 843-7320 • Fax: (208) 843-7322

January 11, 2016

OREGON WATER RESOURCES DEPARTMENT  
ATTN: John Unger, Water Resources Grant Administrator  
725 Summer Street NE, Suite A  
Salem, OR 97301

Dear Project Reviewers:

On behalf of the Nez Perce Tribe Department of Fisheries Resources Management, I would like to take this opportunity to express our support for The Freshwater Trust's grant application for the Lostine Flood to Sprinkler Conserved Water project on the Wolfe Family Farm in northeast Oregon. The Nez Perce Tribe is a co-manager of the fisheries resources in the Lostine River. Since time immemorial, the Nez Perce Tribe lived, fished, hunted and gathered along the banks of streams within the Lostine River. Salmon, steelhead, and other fish species continue to have a vital and primary role to the religion, culture, and livelihood of the Nez Perce people.

The Nez Perce Tribe remains connected to the land on which this project is proposed. From a management perspective, the Tribe operates a fish weir facility on the Lostine River, within the Wolfe Farm property boundaries. The weir and associated facilities were established by the Bonneville Power Administration in 1997 by a perpetual easement on three acres. Culturally, the Lostine River provides for a significant tribal fishery. For example, in 2015, tribal members harvested nearly 500 Chinook salmon from the Lostine River. The project site also has historical significance as the Wallowa Band Nez Perce traditionally camped on the property and Old Chief Joseph died here in 1871. He was buried in the area before his body was reinterred at the foot of Wallowa Lake in 1926.

The Nez Perce Tribe's Department of Fisheries Resources Management has monitored both physical and biological aspects of the Lostine River since 1997. Through these monitoring efforts it has been determined that low flows impede fish passage almost every year in the Lostine. Flows in this river are especially critical during the latter part of the summer, during adult spring Chinook salmon migration. The Tribe is confident that this project will have a direct benefit by increasing flows during the most critical time of year.

The Tribe recognizes that this project is part of a larger effort to keep water in the Lostine River. Minimum flow agreements upstream of this project have been extremely effective in proving ecological benefits during critical periods. The forward thinking of the landowner to improve irrigation efficiency for both on farm and ecological benefits will provide an invaluable example

for all irrigators in the system. This and future projects will synergistically provide the solution that allows agriculture and ecological function to coexist in Wallowa County.

Therefore, we fully support The Freshwater Trust's proposal application. This project is an important step toward the ultimate solution to the low flow issues within this watershed. To show support the Nez Perce Tribe can offer **\$5027.50** of staff time as an in-kind match toward this project as outlined in the project budget.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. B. Johnson', followed by a long horizontal line extending to the right.

David B. Johnson  
Program Manager  
Department of Fisheries Resources Management



Oregon Water Resources Department  
Attention: Jon Unger, Water Resources Grant Administrator  
725 Summer Street NE, Suite A  
Salem, OR 97301

Portland, OR

January 12, 2016

RE: Wolfe Family Farm Water Conservation Project, Lostine, OR.

Dear Mr. Unger:

Wallowa Resources has been promoting innovative solutions innovative solutions that help the people of Wallowa County and the Intermountain West sustain and improve their communities and their lands for 20 years. Over that time we've helped improve the stewardship of tens of thousands of acres of public and private working lands, invested in local infrastructure, and supported 100's of jobs.

Wallowa Resources strongly supports the proposal from the Freshwater Trust and Wolfe Ranch to secure funding for the conversion of approximately 1100 acres of flood irrigation to a center pivot irrigation system. The project will improve water management, increase crop quality and production, facilitate cover cropping and managed grazing techniques, and increase stream flows in the lower Lostine River for ESA listed and tribally significant fish species. It will reduce soil loss and impaired water quality caused through flood irrigation. This type of win-win solution is critical to restoring lands and revitalizing rural communities across the Pacific Northwest.

Wallowa County has retained a strong commitment to its custom and culture of making a living from the land. Natural resources remain a priority in the County's economic development plan. Following the loss of all three saw mills in the county, agriculture remains as a significant contributor in terms of jobs, output and revenue. OSU Extension estimates that agriculture alone accounts for over 25% of the county's total economy. The county, landowners and a broad range of public and private partners recognize that innovation in land stewardship, production, and market development is critical to the resilience of this sector. It's important that landowners and producers stay ahead of changing regulations, public values, and markets. This project contributes to that effort.

Please support this project. It's the right thing to do – and will provide important incentives to replicate this type of work across our county and corner of Oregon.

Sincerely

Nils D Christoffersen  
Executive Director

401 NE First St, Suite A  
Enterprise, OR 97828  
(541) 426-8053  
Fax: (541) 426-9053  
wallowaresources.org

Maintaining the rural lifestyle for the next generation



# GRANDE RONDE MODEL WATERSHED

January 13, 2016

1114 J Ave.  
La Grande, Oregon 97850

(541) 663-0570  
Fax: (541) 962-1585

<http://www.grmw.org>

#### Board of Directors

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Mary Estes  
Lyle Kuchenbecker  
Coby Menton  
Lacey Moore  
Jeff Oveson  
Jesse Steele

Grande Ronde Model Watershed (GRMW) supports activities designed to improve flow in the Lostine River, specifically in August and September, in order to improve anadromous fisheries and enhance watershed conditions.

Low late season flow in the Lostine River is a significant limiting factor for migrating adult Chinook salmon, rearing steelhead, bull trout and other resident aquatic species. Irrigation withdrawal in the lower Lostine River amplifies natural low flow conditions during August and September. Actions that reduce water withdrawal will support other water conservation efforts, complement anadromous fish restoration efforts by the Nez Perce Tribe, ODFW and GRMW, and landowners, and will contribute to the overall watershed restoration efforts in the Lostine River.

GRMW understands this project proposal on property owned by Woody Wolfe would have the following attributes if implemented:

1. 980 of 1100-acres converted to pivot will improve irrigation water management at the point of application, promote improved production through irrigating to crop need, facilitate cover cropping, improve forage production and grazing management.
2. 910-acre feet of water will be transferred instream through Oregon's Conserved Water Stature. This volume will be realized in the early irrigation season of May, June and July and enhance Lostine River flow by 5.1 cfs. During August and September the improved irrigation infrastructure will hold application rates, at the point of application, to existing water rights.
3. 150- acre feet of water will be transferred to 60-acres of agricultural lands currently without water rights. The transferred water would be applied in May-July with a pivot, improve production and conserve water through improved application methods.
4. 120-acres will be transferred from the "up-river" Westside ditch downstream to a currently unidentified "lower river" ditch. This action would add approximately 1.5 cfs to the historically lowest flow reach of the Lostine River.

**Cooperators:** Union County • Wallowa County • Northwest Power Conservation Council • Bonneville Power Administration  
Oregon State Natural Resource Agencies; ODFW, ODF, OWFB, ODA, OWRD, DSL, DOGAMI, EDD, DEQ  
Eastern Oregon University • Union & Wallowa Soil & Water Conservation Districts • Oregon Cattlemen's Association  
Boise Cascade Corporation • U.S.D.A. Forest Service & Natural Resources Conservation Service • U.S.D.I. Bureau of Reclamation

5. Between pivots, in field corners, and areas not accessible with pivot 120-acres of formerly irrigated land will be converted to wildlife habitat. The retirement of these acres would contribute an additional 540 acre-feet (3 cfs) of flow in May-July and 120 acre (1 cfs) of flow in August-September the lower Lostine River.

Consistent with the principles of incentive-based conservation, this proposal incentivizes a landowner to make operational changes that would have environmental and watershed benefits. In this case the landowner is giving up water, leaving it instream, and promoting the restoration of fisheries while being compensated with high efficiency irrigation equipment. Implementing this project would have on farm as well as materials and service provider economic benefits; community benefits including societal desire for restored fisheries; and watershed benefits including soil and water conservation, improving wildlife habitat, and promote sustainable agriculture. As such GRMW support this project proposal.

Sincerely,



Jeff Oveson  
Executive Director



# Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Enterprise Field Office

65495 Alder Slope Road

Enterprise, OR 97828

(541) 426-3279

Fax (541) 426-3055

[www.dfw.state.or.us](http://www.dfw.state.or.us)

Oregon Water Resources Department  
Water Supply Development Account

To whom it may concern,

I'm writing in support of The Freshwater Trusts proposed project on the property of Woody Wolfe. This project will have positive benefits to ESA listed salmon, steelhead, and bull trout in the Lostine River.



Lostine River spring Chinook salmon are specifically affected by low summer flows. High water temperatures and low flow passage barriers have been shown to be a challenge to the migration and survival of adult salmon. Ongoing studies conducted by the Nez Perce Tribe have documented the negative effects of these low flow conditions during the summer months. Delayed migration and increased straying into irrigation ditches often results when poor flow conditions exist. Warm summer temperatures can also cause increased mortality prior to spawning. Therefore, improved flow conditions in the Lostine River are important for the recovery of Lostine River Chinook salmon.

Ongoing efforts by The Freshwater Trust and local fisheries managers have improved conditions by implementing minimum flow requirements during critical months. However, further improvements have the potential to greatly benefit ESA listed species. The proposed project would provide improvements in water efficiency resulting in increased instream flows and reduced runoff from fields in turn resulting in higher water quality and improved temperature regimes during critical months. Benefits in the Lostine River will also be realized downstream in the Wallowa and Grande Ronde rivers.

Beyond flow benefits this project can act as a social model where landowners may be apprehensive. A successful project on the property of a well-respected landowner, and successful farming operation, may alleviate apprehension and break down barriers which may hinder future water projects.

Recovery of ESA listed fishes in the Lostine River basin will require improved flow conditions. This project is one important piece of a larger need for water efficiencies that benefit, farmers, ranchers, and fish and wildlife.

Therefore, the Wallowa Fish District is in support of the proposed project and recommends funding.

Sincerely,

Kyle Bratcher  
Assistant District Fish Biologist-Wallowa District  
Oregon Department of Fish and Wildlife

*Optional Mission Statement Here*

United States Department of Agriculture



Natural Resources Conservation Service  
401 NE. 1<sup>st</sup> Suite E.  
Enterprise, OR 97828  
541 426-4521

---

January 5, 2016

The Fresh Water Trust  
Aaron Maxwell  
401 NE 1<sup>st</sup>  
Enterprise, OR 97828

Dear Conservation Funders,

I am writing this letter in support of the Wolfe Farms water conservation project located in the Lostine Basin. This Project aligns with the NRCS Long Range Strategic Plan for Wallowa County. Irrigation efficiency is the number one priority resource concern on cropland in Wallowa County. Currently the Lostine Watershed is listed as a secondary priority area within the county. These priority resource concerns and priority areas are decided upon by a local working group that includes agency staff, county commissioners, farmers, ranchers, nonprofit organizations and other natural resource groups and private individuals interested in the health of the natural resources of Wallowa County.

Conservation funding is very limited and we are currently funding multiple other irrigation projects with the same goals and objectives as the proposed project on Wolfe Farms. If this project was located within our current priority funding area it would rank very high because of the environmental, economic and social values this project would achieve. Currently we do not have funding to support the project financially, however we do feel this is a very high value conservation project. NRCS has worked with Mr. Wolfe on past conservation projects, including irrigation, riparian enhancement and other upland habitat projects. Mr. Wolfe is a community leader when it comes to natural resource conservation. In all projects we have been involved with Mr. Wolfe he has followed through and implemented the projects on time and according to the design.

Thank you,

A handwritten signature in black ink that reads "Nathan James".

Nate James  
District Conservationist  
USDA-NRCS Enterprise  
541-426-4521 ext 101  
nathan.james@or.usda.gov

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer



## Wallowa Land Trust

13 January 2015

Oregon Water Resources Department  
Attention: Jon Unger, Water Resources Grant Administrator  
725 Summer Street NE, Suite A  
Salem, OR 97301

To Whom It May Concern:

Wallowa Land Trust would like to offer our full support for The Freshwater Trust's application to convert over 1,100 acres of flood irrigation to high efficiency pivot sprinkler and transfer water instream on the Wolfe Farm.

Wallowa Land Trust has been working actively with the Wolfe Family for the last decade to protect and conserve habitat on their farm. In 2011 the Land Trust completed a 197-acre conservation easement on a portion of the farm and we are now seeking funds to place an additional 257 acres under easement. When the second phase of the project is completed, 454 acres (including 308 acres of farmground and 146 acres of riparian habitat) will be permanently protected from subdivision and development, with the farmground committed to agricultural production and the riparian corridor conserved for fish and wildlife habitat. The project ensures that a sixth generation farmer can continue to own and farm his land and pass that land onto his children, all while protecting important natural resources. The Freshwater Trust's efforts would add value to the Land Trust's investment on the Wolfe Farm – a win for family, fish and farms.

Wallowa Land Trust prioritized protection of this acreage for numerous ecological, cultural and economic reasons and we believe that The Freshwater Trust's project would have similar benefits. Located on the lower Lostine River, the Wolfe Farm includes within its boundary the confluence of the Lostine and Wallowa Rivers. The property and surrounding area have been identified in the Oregon Conservation Strategy as a Priority Wildlife Focal Area for land acquisition as well as a Conservation Opportunity Area for the Blue Mountains Ecoregion. Freshwater emergent marsh on the property cools and cleans flows into the Wallowa River and supports Columbia spotted frogs. The property also provides habitat for various bird species of concern including bald eagles, osprey and long-billed curlew as well as three federally-listed endangered species of fish – bull trout, steelhead and Chinook salmon.

The Nez Perce Tribe operates a fish weir facility on the property to monitor Chinook salmon. Fish use in this section of the Lostine River includes that of migrating spring Chinook for spawning between July and mid-September. The Draft ESA Recovery Plan for Northeast Oregon identifies primary spring Chinook spawning areas as just above and below the fish weir on the Wolfe Farm, down to the confluence with the Wallowa River, and the section of river located above one of the uppermost irrigation diversions – Sheep Ridge. Over the past several years, the Nez Perce Tribe has observed greater use by spring Chinook spawners between the

*Working cooperatively with local landowners to protect the rural nature of the Wallowa Country*

PO Box 516 · Enterprise, Oregon · 97828

(541) 426-2042 · [www.wallowalandtrust.org](http://www.wallowalandtrust.org) · [info@wallowalandtrust.org](mailto:info@wallowalandtrust.org)

weir and the confluence, which is likely due to lower flow and higher temperature conditions. Because the spawning habitat in this area is a critical outlet for spawners that would otherwise have to pass through nearly 12 miles of less suitable habitat and a gauntlet of irrigation diversions, returning more water instream could significantly enhance this spawning habitat.

Additionally, the Wolfe Farm property is culturally significant and the project would benefit tribal and other cultural interests. The property was the site of a traditional Wallowa Band Nez Perce summer and fishing encampment and Old Chief Joseph died here in 1871. Due to the property's cultural resources and historical importance, it is a private lands unit of the National Nez Perce Historical Park, established in 1965 to tell the story of the Nez Perce people. The property also has more recent historic value as the Wolfe Century Farm, established in 1897 by Captain Gideon Wolfe. Landowner Woody Wolfe is the sixth generation of the Wolfe family to manage the farm.

The significance of keeping this land in production with modern efficiencies and habitat protection cannot be understated. Agriculture and natural resources are the main economic drivers in rural Wallowa County. According to the Oregon Land Data Bank, Wallowa County has seen a 53% decrease in average farm size and a 41% decrease in total farm acres since 1974. Today farmland in Wallowa County is worth more for its residential development potential than its value for agricultural production. As a result, prime farmground is increasingly being purchased for homesites and either taken out of agricultural production or not used as effectively. Investing in this project will not only enhance habitat, but help keep this land in production and enable the Wolfe Family to continue to invest in their operation.

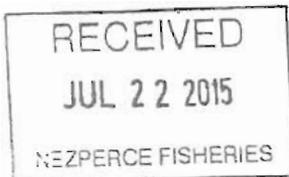
We hope OWRD is able to fund this important project, building on the Wolfe Family's commitment to habitat protection and sustainable agriculture.

Sincerely,

A handwritten signature in black ink that reads "Kathleen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kathleen Ackley  
Executive Director

**Appendix E: Lostine River, Wallowa Co Water Conservation Services Contract**



NP 15-350

## RESOLUTION

WHEREAS, the Nez Perce Tribal Executive Committee has been empowered to act for and on behalf of the Nez Perce Tribe, pursuant to the Revised Constitution and By-Laws, adopted by the General Council of the Nez Perce Tribe, on May 6, 1961 and approved by the Acting Commissioner of Indian Affairs on June 27, 1961; and

WHEREAS, the Nez Perce Tribe (Tribe) pursuant to the Treaty of 1855, retained the exclusive right of taking fish in all streams running through and bordering its reservation and the right of taking fish in common with citizens of the United States on its usual and accustomed places; and

WHEREAS, the Nez Perce Tribal Code calls for the preservation, protection and perpetuation of fish and wildlife on the reservation and the usual and accustomed places of the Tribe; and

WHEREAS, the Nez Perce Tribal Executive Committee (NPTEC) assumes the responsibility for the management of fish resources, habitats, and their uses on the reservation and for their co-management throughout Nez Perce Territory and usual and accustomed places; and

WHEREAS, the Department of Fisheries Resources Management (DFRM), Watershed Division has consulted, coordinated, and received funding from the Washington Department of Ecology (Nez Perce Tribe Budget # 8157) regarding water transactions in Northeast Oregon; and

NOW, THEREFORE, BE IT RESOLVED, that the NPTEC hereby approves the sub-contract between the Nez Perce Tribe and the The Freshwater Trust for the services of a Flow Restoration Project Manager in the amount of \$27,500.00 and being completed before June 30, 2016; and

BE IT FURTHER RESOLVED, that the NPTEC Chairman and Secretary are hereby authorized to negotiate and execute the contract, grants, and agreements and any amendments thereof on behalf of the Tribe; and

BE IT FURTHER RESOLVED, that the NPTEC Treasurer is hereby authorized to disburse funds accordingly; and

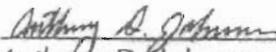
BE IT FINALLY RESOLVED, that this resolution shall remain in effect until it is modified or rescinded by the NPTEC.

CERTIFICATION

The foregoing resolution was duly adopted by the Nez Perce Tribal Executive Committee meeting in Regular Session, July 14, 2015 in the Richard A. Halfmoon Council Chambers, Lapwai, Idaho, a quorum of its Members being present and voting.

BY:   
Mary Jane Miles, Secretary

ATTEST:

  
Anthony D. Johnson, Chairman

# NEZ PERCE TRIBE CONTRACT

## Lostine River/Wallowa County Water Conservation Services Contract Wallowa County, Idaho

This contract is entered into between the Nez Perce Tribe, P.O. Box 365, Lapwai, Idaho 83540, hereinafter referred to as the Tribe, and The Freshwater Trust, 65 S.W. Yamhill St., Suite 200, Portland, OR, 97204, hereinafter referred to as the Contractor.

### I. SERVICES

The Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

### II. TERM

Commencement of services can begin July 1, 2015 and after the date of the last signature on this contract. All work will be completed and this contract will terminate on June 30, 2016.

The Parties fully anticipate renewing this contract a minimum of two more times in 2016 and 2017.

### III. BILLING

1. Payment Amount: The total cost of all Services under this Contract shall not exceed Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$27,500.00). This includes a 10% administrative cost of \$2,500.00. This amount will be payable by the Tribe to the Contractor in monthly payments of Two Thousand Two Hundred Ninety One and 67/100 (\$2,291.67).
2. Expenses: The Tribe will not reimburse the Contractor for any expenses incurred by the Contractor in performing the Services unless pre-approved by the Tribe in writing.
3. Invoices: The Contractor will submit monthly invoices to the Tribe's point of contact (Section IX) describing the Services performed during the billing period and the total amount billed under the invoice. Within thirty (30) days of receipt of the Contractor's invoice, or within fifteen (15) days after any questions the Tribe may raise about the Contractor's invoice have been resolved, the Tribe shall pay the Contractor's invoice.

#### **IV. INDEPENDENT CONTRACTOR**

Both parties agree that the Contractor will act as an independent Contractor in the performance of its Services under this contract. The Contractor shall be responsible for payment of all applicable taxes including federal, state, and local taxes arising from its activities under this contract. The Contractor is also responsible for obtaining all necessary federal or local permits in order to perform such work. The Tribe assumes no responsibility for damages to property or the Contractor or employee injuries.

This Contract does not create a legal partnership, joint venture, or employment relationship between the Tribe and the Contractor. The Tribe has no authority to enter into contracts on behalf of the Contractor. The Contractor has no authority to enter into contracts on behalf of the Tribe without first consulting and receiving the prior written consent of the Tribe for each individual contract.

#### **V. DAVIS-BACON ACT**

The Contractor will comply with the Davis-Bacon Act in the performance of work under this contract, if applicable.

#### **VI. TERO COMPLIANCE**

The Contractor shall comply with the Tribal Employment Rights Ordinance, if applicable.

#### **VII. INDEMNIFICATION**

The Contractor agrees to indemnify and hold Tribe harmless from any and all liability and expense from suits and costs arising from or connected with any negligent acts, omissions, or willful misconduct in the performance of the work by the Contractor under this contract, excluding only those caused by the sole negligence of the Tribe.

#### **VIII. WARRANTIES**

Contractor warrants that all the Contractor and Contractor's employees will be properly certified to perform work outlined in contract/bid and that all laws, licenses and other requirements to perform said work will be complied with by the Contractor. The Contractor agrees to warrant and remedy any activities/work, without cost to the Tribe. The Tribe shall notify the Contractor of such discrepancies within sixty (60) days of the Contractor's performance of the Services under this contract. Otherwise such warranty expires.

#### **IX. NOTICES / POINT OF CONTACT**

All notices, invoices, requests for changes to contract/bid agreement, demands and other communications hereunder shall be in writing and shall be deemed if personally delivered or mailed by certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to the Tribe:

Nez Perce Tribe  
DFRM Watershed Division  
P.O. Box 365  
Lapwai, Idaho 83540  
Attention: Water Exchange Project Leader,  
Bobby Hills

If to the Contractor:

The Freshwater Trust  
Attn: Managing Director  
65 S.W. Yamhill St., Suite 200  
Portland, OR 97204

**X. FORUM**

This contract shall be constructed in accordance with the contract laws of the Tribe, as applicable. In the absence of such laws, the laws of the State of Idaho may be utilized as guidelines by the trier of fact in any tribal dispute, which may arise under the terms of this contract. The Nez Perce Tribal Court shall be the forum for any dispute which may arise under the terms of this contract.

**XI. REMEDIES**

Should the Contractor fail to perform as required by this Contract, the Tribe may:

1. Reduce or withhold compensation;
2. Require that the Contractor re-perform the Services and repair or correct any defective or non-conforming deliverables;
3. Declare a default, terminate the Contract and seek damages;
4. Seek other relief available under applicable law.

**XII. PROPERTY**

All information, proposals, papers, or materials developed and/or accumulated by the Contractor in connection with the performance of services under this contract are the immediate property of the Tribe and Contractor shall turn over such information, proposals, papers, or material to the Tribe with the final billing, or sooner upon request.

The Contractor shall retain and keep accessible to the Tribe for inspection all documents and records pertinent to the Contract for three (3) years following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.

**XIII. ASSIGNMENTS OF INTEREST**

The Contractor shall make no assignments of interest on this contract.

#### **XIV. SOVEREIGN IMMUNITY**

The Tribe does not waive any aspect of its sovereign immunity.

#### **XV. TERMINATION**

This contract may be terminated by the Contractor or the Tribe without cause, upon 30 days written notice, or sooner if the parties agree.

Upon termination by either party, the Contractor shall be entitled to compensation for services rendered to the date of termination and Contractor will deliver all work in progress to the Tribe.

#### **XVI. AMENDMENTS**

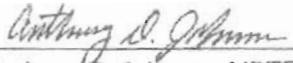
This contract may be amended in writing at any time by mutual consent of the parties involved and signed by each of them. If such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, a mutually satisfactory adjustments shall be made in the price or delivery schedule.

#### **XVII. MISCELLANEOUS**

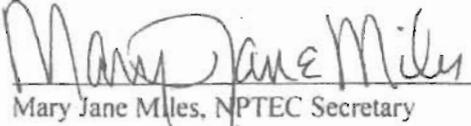
1. Entire Contract: This Contract constitutes the entire agreement between the parties and supersedes all oral or written prior or contemporaneous communications and proposals of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Contract.
2. Counterparts: This Contract may be executed by facsimile and in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one Contract.
3. Interpretation: This Contract may not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings are for ease of reference only and shall not be used in constructing or interpreting this Contract.
4. Assignment: With the exception of successors in interest, this Contract may not be assigned by either party without the prior written consent of the other party.
5. Severability: If any provisions contained in this Contract are held illegal, invalid or unenforceable, the remaining provisions are to survive and remain in full force and effect.

Both parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

**NEZ PERCE TRIBE**

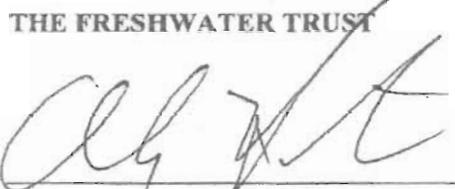
  
\_\_\_\_\_  
Anthony D. Johnson, NPTEC Chairman

7/17/15  
Date

  
\_\_\_\_\_  
Mary Jane Miles, NPTEC Secretary

07-16-15  
Date

**THE FRESHWATER TRUST**

  
\_\_\_\_\_  
Alan Horton, Managing Director

7-23-15  
Date

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**APPENDIX A**  
**SCOPE OF WORK**

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As a means to better leverage staff, resources, and partnerships while maintaining continuity, experience, and expertise in North East Oregon water transactions, the Nez Perce Tribe (NPT) will enter an agreement with The Freshwater Trust (TFT) for Services provided by TFT's Flow Restoration Project Manager. It is expected that these Services itemized below will require approximately eighty (80) hours a month of TFT's Project Manager's time. The primary objectives of this contract will be to:

1. Coordinate the refinement of the 2009 United States Bureau of Reclamation Appraisal level design and cost estimate for the Westside Poley-Allen Ditch Consolidation project ("Project"), a contracted Hydropower Feasibility Analysis, and other activities to support this Project. Services will include, but not be limited to, project management, quarterly reports, communication with NPT and Washington Department of Ecology, meeting coordination and facilitation, subcontract development and administration, and seeking of grants for project implementation.
2. Support the continued development of all flow restoration opportunities in Wallowa County. Services will include, but will not be limited to, assessing water efficiency, leasing and acquisition opportunities, engaging in water policy discussions with stakeholder groups, collecting habitat, flow and biological data related to restoration efforts, and attending community outreach events.
3. Utilize TFT's technical, legal and institutional capacity to navigate the complexities of water transactions and policy work. NPT has the local knowledge and cultural standing to facilitate discussions around, and development of, flow and habitat restoration projects. Combining these two strengths will leverage greater restoration opportunity and provide increased geographic focus.
4. TFT will retain full responsibility for the development and delivery of water rights transactions to its primary funder, Columbia Basin Water Transactions Program, and act as the point of contact for all CBWTP and Oregon Water Resources Department interactions. As such, NPT will have access to the water expertise housed in TFT's Portland office.
5. NPT will have an informed and recognized local representative at the table during stakeholder discussions regarding water management and policy.
6. Work with NPT to increase their respective capacities to manage and promote both physical habitat restoration projects as well as flow restoration projects by having staff that recognize the intersection of flow and habitat opportunities when project ideas are presented by partners and landowners.
7. Utilize TFT's relationship with Washington Water Trust and can help facilitate flow restoration opportunities in SE Washington through WWT as necessary.

8. Leverage the strengths of each organization and result in increased project opportunity for both flow and habitat restoration.
9. Meet restoration goals identified by NPT and provide written quarterly reporting to NPT and its funding agencies regarding attainment of those goals. Quarterly report format will be determined and agreed upon between the NPT Point of Contact and the TFT Flow Restoration Project Manager.
10. The TFT Flow Restoration Project Manager will communicate on at least a monthly basis with the NPT Point of Contact on project tasks and to facilitate clear communication and coordination.

January 14, 2016

Oregon Water Resources Department  
Attention: Jon Unger, Water Resources Grant Administrator  
725 Summer Street NE, Suite A  
Salem, OR 97301

Dear Mr. Unger:

I, Woody Wolfe, support the grant application submitted by The Freshwater Trust to Oregon Water Resources Water Supply and Development Account. I am committed to contributing between \$150,000 to \$200,000 worth of in kind excavating services to the project. I support and am committed to the transfer of approximately 90% of the water conserved through this efficiency project to the Lostine River to for purposes of instream flows. I understand also that implementation of this project may result in measurement of water diverted from the Lostine River for irrigation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Woody Wolfe', with a long horizontal flourish extending to the right.

Woody Wolfe  
Owner of Wolfe Family Farms  
81544 Highway 82  
Wallowa, OR 97885