

OREGON



WATER RESOURCES  
DEPARTMENT

2022 SOLICITATION

FEASIBILITY STUDY GRANTS

GRANT APPLICATION

**APPLICATION DEADLINE: BY 5:00PM ON NOVEMBER 2, 2022**

\*Application must be received by this date and time\*

Send application electronically to: [WRD\\_DL\\_feasibilitystudygrants@water.oregon.gov](mailto:WRD_DL_feasibilitystudygrants@water.oregon.gov)

Mail application to:

OREGON WATER RESOURCES DEPARTMENT  
Attention: Grant Program Coordinator  
725 Summer Street NE, Suite A  
Salem, OR 97301

## APPLICATION SUBMISSION INSTRUCTIONS

1. **When completing your application, use the** Application Instructions available at the OWRD Funding Opportunities, Applications, Forms, and Guidance webpage:  
<https://www.oregon.gov/owrd/programs/FundingOpportunities/FeasibilityStudyGrants/Pages/Forms.aspx>
2. Complete all sections in the spaces provided. An application must be submitted on the attached form provided by the Department. An explanation must accompany the application if any of the information required cannot be provided [OAR 690-600-0020(6)].
3. Please ensure that the Certification portion of Section II is signed with a live signature by the Applicant and, if applicable, the Co-Applicant.
4. Taking part in a Pre-Application Conference prior to applying is **highly** recommended. The pre-application conference request form is available on the OWRD Funding Opportunities Forms webpage. To learn more contact the Department.
5. Complete and sign the application checklist.
6. Electronic submission of application is the preferred method. You may scan a copy of the signed signature page and submit with your application if both documents are included in the same email.
7. If application is submitted in hard copy - use 8 ½" x 11" single sided, unstapled pages. Provide any attachments to the application on 8 ½" x 11" single-sided, unstapled pages.
8. Contact the Department at 971-301-0718 or [WRD\\_DL\\_feasibilitystudygrants@water.oregon.gov](mailto:WRD_DL_feasibilitystudygrants@water.oregon.gov) if you have any questions.

# FEASIBILITY STUDY GRANT APPLICATION CHECKLIST

**Instructions:** Use this checklist to ensure that your application is complete. An incomplete application will not be eligible for further review and consideration. This checklist must be completed and signed in order for your application to be considered complete.

## **SECTION A - Application**

### I. Study Information

- Study name and type(s) is complete and correct.
- The requested grant amount and previous Feasibility Study Grants for the study do not exceed \$500,000.
- The requested grant amount does not exceed 50% of the Total Cost of the Study.

### II. Applicant Information

- All applicant and co-applicant name(s) and contact information is complete and correct.
- Application is signed by Applicant/Authorized Person.
- Application is signed by Co-Applicant/Authorized Person *OR* there is no co-applicant.

**Note:** *If the project is awarded funding the co-applicant will be required to sign and be party to the grant agreement.*

### III. Study Location

- All questions have been addressed.
- Site plan map is attached.

### IV. Feasibility Study Summary

- A brief (4-5 sentence) summary of the feasibility study and goal is included.

### V. Feasibility Study Grant Specifics

- All questions have been addressed.
- Study tasks are identified.

### VI. Feasibility Study Budget

- All tasks and budget items follow the Department's Budget Procedures and Allowable Costs guidance available on the OWRD Funding Opportunities Forms webpage.
- All budget information is accurate and complete.
- Administrative costs do not exceed 10% of total Grant Request.
- Tasks listed in budget match those identified in Questions 15 and 16.

### VII. Match Funding Information

- Matching Funds total, at a minimum, 50% of the Total Cost of the Feasibility Study.
- Match fund letters, indicating pending or secured match, are attached and equal the amounts listed in VI. Feasibility Study Budget.

### VIII. Storage-Specific Questions

- All questions have been addressed *OR* the application is not for a storage project.
- Minimum Storage Specific Study Requirements are met and are incorporated into the study and tasks.

**SECTION B - Application Attachments**

**Instructions:** Use this checklist to ensure required attachments are included with your application. **All attachments to the application must be numbered** as well as included in this list. For all attachments ensure documentation meets any criteria identified in the application instructions, Storage-Specific Guidance, and Guidance on Budget Procedures and Allowable Costs. For “other” optional attachments in excess of the three spaces provided, include a supplemental list.

**Required Attachments:**

- Attachment 1 – Site map (Question 3)
- Attachment 2 – Signed Landowner Agreement Forms (Question 5) to verify that you have authorized access to the lands on which the study would occur.
- Attachment 3 – Documentation of matching funds (Question 23) includes the following:
  - a) Match documentation for all match fund sources listed in the match fund table.
  - b) Match fund documentation that clearly identifies the dollar amount and describes the work to be accomplished with the match.
- Attachment 4 (*Select Storage Projects Only: if you answered “yes” to any part of Question 24*) – Description of approach to address storage-specific requirements; see the Storage-Specific Study Requirements: Application Guidance for the minimum requirements.

**Optional Attachments:**

- Letters of support (Question 14): Attachment #
- List and description of tasks (Question 15): Attachment #
- Secured permits and regulatory approvals needed to implement the study (Question 19): Attachment #
- Other: Water Rights Certificates Attachment # 4
- Other: Attachment #
- Other: Attachment #

**All required items within Section A and B of the application checklist are completed and all identified criteria are addressed to the best of my knowledge.**

Signature of Applicant/Authorized Person:  Date: 11-2-2022

Print Name: Steve Pappas Title: District Manager



FEASIBILITY STUDY GRANTS  
2022 GRANT APPLICATION

**I. Study Information**

Study Name: East Fork Hood River Water Conservation Feasibility Study

Type of Feasibility Study:  Water Conservation       Reuse  
 Storage (Above-Ground)       Storage (Below-Ground)  
 Storage (Other)

Requested Grant Amount (must be no more than 50% of Total Study Cost): \$ 47,340

Total Cost of Feasibility Study: \$ 96,416

Note: Request(s) may not exceed \$500,000 per project.

**II. Applicant Information**

<b>Applicant Name: East Fork Irrigation District</b>	<b>Co-Applicant Name:</b>
Address: 3500 Graves Road Hood River, OR 97031	Address:
Phone: 541-354-1185	Phone:
Fax:	Fax:
Email: steve@efidhr.org	Email:

<b>Principal Contact: Steve Pappas</b>	<b>Fiscal Officer: Veronica Glenn</b>
Address: same as applicant	Address: same as applicant
Phone:	Phone:
Fax:	Fax:
Email: steve@efidhr.org	Email: veronica@efidhr.org

**Certification:** I certify that this application is a true and accurate representation of the proposed work for a project feasibility study and that I am authorized to sign as the Applicant or Co-Applicant. By the following signature, the Applicant and Co-Applicant (if applicable) certifies that they are aware of the requirements of an Oregon Water Resources Department grant, have read and agree to all conditions within the sample Feasibility Study Grant Agreement and are prepared to conduct the study if awarded.

Signature of Applicant/Authorized Person:  Date: 11-2-2022

Print Name: Steve Pappas Title: District Manager

Signature of Co-Applicant/Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

### III. Feasibility Study Summary

1. Please provide a brief, 4-5 sentence summary of the feasibility study. This summary should include a brief description of the goal of the water conservation, reuse, or storage project being studied and the purpose of the study. Please refer to the Feasibility Study Grant Application Instructions for additional information on what to include in your study summary.

The proposed study would evaluate the feasibility of reducing suspended sediment in the East Fork Irrigation District's irrigation water and eliminating a major overflow in the district's delivery system. This would include 1) evaluating options for reducing sediment and eliminating an existing major overflow within EFID's system, 2) assessing the feasibility, size, and cost of preferred alternative, and 3) recommending preferred alternatives and next steps. Eliminating overflows and reducing sediment levels in irrigation water would conserve water and support the goals of increasing summer streamflows for Endangered Species Act-listed spring Chinook salmon and steelhead and providing high-quality irrigation water to farms and rural residences.

### IV. Study Location

**Instructions:** Please answer the following questions about the location of the feasibility study and project being evaluated.

2. **Location.** Please provide the following information about the study and project location.
  - a. Latitude/Longitude (in decimal degrees): 45.588514/ -121.548339
  - b. County: Hood River
  - c. Watershed/Basin (HUC 10 number): 1707010505
3. **Site Plan Map.** Please attach a site plan map showing the following and label as Attachment #1:
  - a. Feasibility study area boundaries
  - b. Project area (if implemented)
  - c. True north arrow
  - d. Map title and legend
  - e. Latitude and longitude
  - f. Property boundaries
  - g. Surface water bodies
  - h. Sampling locations (if proposed)
  - i. Points of Diversion and Place of Use, labeled for each water right (if applicable)
4. **Properties Impacted or Accessed During Study.** Check the box which best describes the properties involved in the proposed Feasibility Study.
  - a.  This Feasibility Study will **not** impact or access lands.
  - b.  This Feasibility Study will impact or access lands. Complete the table below to identify any properties where access is required for the feasibility study or on which the study would occur. *Add rows as needed.*
  - c.  This Feasibility Study will identify lands which may be impacted or accessed within the activities of this study. List the Task(s) describing this work:

Complete this table only if box "b" is checked.

Tax Map Number	Tax Lot Number	Ownership Type ( ✓ One)	Property Owner of Record
10N10E1000	300	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	East Fork Irrigation District
01S10E0400	600	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	East Fork Irrigation District
01S10E0400	302	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	East Fork Irrigation District
01S10E0500	600	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	East Fork Irrigation District

**5. Landowner Agreement.** Attach a signed Landowner Agreement form for each property listed in Question 4 where access to the property is required or on which the Feasibility Study would occur. Attach Landowner Agreement form(s) only for those properties involved in the Feasibility Study and label Attachment #2. (Landowner Agreement forms may be found on the [Applications, Forms and Guidance](#) webpage.)

- a. Where a single landowner entity is the owner of record for multiple properties, one form may list the multiple properties owned by that entity.
- b. For *public* lands attach the landowner form or other documented authorization from the federal or state government property owner allowing the feasibility study activities **or** documentation that demonstrates such authorization is being pursued.
- c. If Question 4.c. was checked above, list the Task describing work to obtain landowner agreement approvals.

**6. Properties Impacted or Accessed During Implementation.** Check the box which best describes the properties involved in future project implementation. Identify any lands that would be impacted or accessed during future project implementation. Check all that apply and provide the requested information.

- a. The proposed project, if implemented, will only impact or access lands already identified in Question 4 (must have selected box “b” under Question 4).
- b. The proposed project, if implemented, will likely impact or access lands during implementation, but those lands have not been identified, OR this question is not applicable. If this box “6.b.” is checked, do not complete the table below.
- c. The proposed project, if implemented, is highly likely to impact or access additional lands during implementation. If this box “6.c.” is checked, complete the table below to identify any additional properties (those not already identified under Question 4) where access is required for future project implementation. *Add rows as needed. No Landowner Agreement forms are required for lands listed only under this question.*

Tax Map Number	Tax Lot Number	Ownership Type ( ✓ One)	Property Owner of Record
01N10E1000	201	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Douglas Caveny & Lori Keller
01N10E1100	300	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Mt. Hood Forest Products

## V. Feasibility Study Specifics

**Instructions:** Please answer all questions in this section.

- 7. Water Need, Issue, or Concern.** Describe the identified water need, issue, or concern that the study seeks to address. (local, regional, or statewide). Please provide data or a narrative substantiating the need, issue, or concern.

By far, the two largest water needs in the study area are irrigated agriculture and instream flows for threatened salmon and steelhead populations. Currently, there is insufficient streamflow in the Basin during the summer months to meet the competing demands for water (Hood River Basin Study, Bureau of Reclamation, 2015; <https://www.usbr.gov/pn/studies/hoodriver/index.html>). The Lower Columbia River Conservation and Recovery Plan for Oregon Populations of Salmon and Steelhead identified low streamflow as a primary limiting factor to recovery in the Hood River Basin (ODFW 2010; <https://digital.osl.state.or.us/islandora/object/osl:18167>). Low streamflows associated with water diversions limit the amount and quality of fish habitat by increasing competition for food and spawning sites, contributing to warm water temperatures that are harmful to salmon and trout, and concentrating the proximity of predators and prey. The East Fork Hood River supports threatened populations of spring Chinook salmon, winter and summer steelhead, and coho. The Instream Flow Incremental Methodology study completed as part of the Basin Study quantified the relative amount of suitable habitat for these species at varying streamflows. The study indicated that the amount of suitable spring Chinook spawning habitat on the East Fork Hood River is well below optimal levels. This is because spring Chinook spawn in late summer when irrigation demand is high and stream flows are low. With no additional water conservation actions, EFID will not be able to meet irrigation needs and leave water instream for fish in future dry years (WPN, Hood River Water Conservation Assessment, 2014; [https://hoodriverwatershed.org/wp-content/uploads/2019/10/Resources\\_HoodRiverWaterConsStrategy2016.pdf](https://hoodriverwatershed.org/wp-content/uploads/2019/10/Resources_HoodRiverWaterConsStrategy2016.pdf)).

The East Fork Irrigation District (EFID) diverts an average of 75% of the East Fork Hood River's flow during August/September, which reduces spawning and rearing habitat for threatened salmon and steelhead on 7 miles of the East Fork and 14 miles of the mainstem Hood River. The lower East Fork Hood River is one of the highest priority conservation areas in the watershed because of high intrinsic potential for steelhead habitat, the best potential for winter steelhead recovery, and the greatest potential for water conservation (Thieman *et al.* 2021, [https://hoodriverwatershed.org/wp-content/uploads/2021/09/Hood-River-Strategic-Action-Plan\\_FINAL\\_signed.pdf](https://hoodriverwatershed.org/wp-content/uploads/2021/09/Hood-River-Strategic-Action-Plan_FINAL_signed.pdf)). Currently, the District's infrastructure loses an estimated 17 cfs (5,287 acre-feet annually) to overflows (end spills) throughout the district, which is approximately 18% of the average amount of water that EFID diverts annually.

The economy of Hood River County is heavily dependent upon irrigated agriculture, with one-third of personal incomes in the County coming from the fruit industry (Radtke *et al.* 2000). Approximately 80% of cropland is in tree fruit production. In 2012, gross agricultural commodity sales in Hood River County were \$112,094,002. Summer flows in the East Fork Hood River are primarily from annual snow and glacial melt on Mount Hood. As Mount Hood glaciers continue to recede and associated snowpack lessens, water will become scarcer and water curtailment may increase. Drought has occurred in 3 of the past 14 years and has required EFID, by voluntary request to patrons, to curtail water deliveries by 25 percent throughout the peak irrigation season to avoid depleting streamflow in

the East Fork Hood River at its diversion. Climate change is projected to decrease streamflows by 20% across the Hood River Watershed within the next 15-45 years (Bureau of Reclamation, 2015), increasing the need to improve instream flows to buffer against these impacts.

**This study will investigate the feasibility of two major actions that EFID can take to conserve water:**

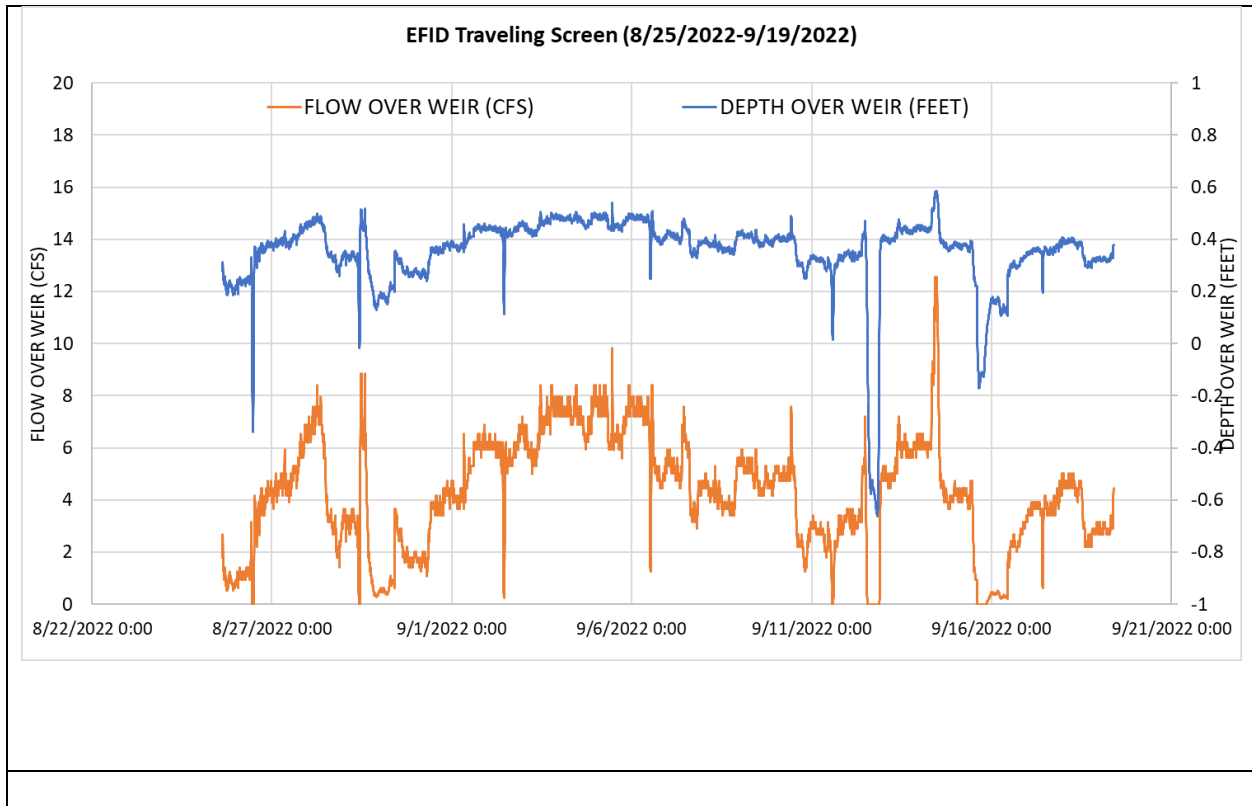
1) Removing sediment from irrigation water and 2) Eliminating a major overflow that occurs at the 'traveling screen'. Each of these issues is discussed in more detail below.

### ***Sediment in Irrigation Water***

The headwaters of EFID's water supply includes the Newton Clark glacier on Mt. Hood and as such the water supply is often extremely high in sediment, which creates significant operations and maintenance issues for pressure reducing valves along EFID's pipelines and is a deterrent to on-farm water conservation. Water-efficient equipment allows an irrigator to apply water at an appropriate rate for their soils and slopes. Older, traditional irrigation systems typically consist of hand or wheel lines with impact sprinklers that, on average, apply 2.4 feet to 3 feet per irrigation season. This can lead to the application of more water than is necessary and result in wasted water. New, more efficient systems typically consist of fixed poly-tubing with micro or rotator sprinklers. Studies in the Hood River Basin found that, on average, orchards with micro-sprinklers applied 1.53 feet/year, which is a 40 to 50% water savings (HRSWCD 2013, Irrinet 2007). Pear trees, which occupy 62% of the valley's agricultural land, typically need 1.6 feet of irrigation water in an average summer (Agrimet). Thus, they are well suited for irrigation with micro-sprinklers. However, an ongoing challenge to using micro-sprinklers in the watershed is the glacial sediment in irrigation water, which clogs the small orifices of micro-sprinklers and bores them out over time, increasing the amount of water application. This issue has deterred some orchardists from converting to water-efficient sprinklers. To date, there are still approximately 4,500 acres (50% of total irrigated acres) in EFID being irrigated with inefficient irrigation equipment. Cleaner water would be an incentive for growers to convert from old to new irrigation technology.

### ***'Traveling Screen' Overflow***

The first ten miles of EFID's delivery system is the Main Canal. At its end, irrigation water goes through a large screen (aka. the 'Traveling Screen') to remove coarse debris before being spilt into three major sublateral lines. There is also a major overflow at this point, which flows into Neal Creek. This overflow is needed to prevent the main canal from overflowing when irrigators along the sublateral lines shut off. However, this wastes water and increases the turbidity of Neal Creek, which is otherwise a clearwater stream. In the figure below, the orange line shows the amount of overflow into Neal Creek between August 27 and September 21, 2022, which usually ranged from 2 to 6 cfs. If this overflow were eliminated, this water would stay in the East Fork Hood River where it would improve spawning and rearing habitat for salmon and steelhead.



**8. Study Goal.** Describe the feasibility study goal and how that goal addresses the water need, issue, or concern.

The goal of this study is to evaluate the feasibility of various actions to conserve water, specifically by removing sediment from EFID’s irrigation water and eliminating the overflow at the ‘traveling screen’. This will lay the groundwork to move forward with the recommended alternatives. Removing sediment in irrigation water improves the life span of pressure reducing valves, which are an integral part of EFID’s new and proposed pipelines. It also increases the effectiveness and longevity of high efficiency on-farm and residential irrigation equipment and provides incentive for farmers with inefficient irrigation equipment to convert to micro-sprinkler technology. Eliminating the overflow at the traveling screen would save between 2 to 6 cfs, which would be left instream to increase summer streamflows for the benefit of threatened salmon and steelhead populations.

**9. Study Scope.** Describe how the proposed study would achieve the goal.

This study will identify and evaluate actions to remove sediment from irrigation water and eliminate the overflow at the traveling screen. The study will be completed by staff from the Bureau of Reclamation’s Sedimentation and River Hydraulics Group and a water resource engineer from Watershed Professionals Network (WPN). EFID staff will also support the study.

The proposed study includes a site visit and review of existing EFID infrastructure, operations, current sediment control and water conservation practices, and potential locations for sediment control and water conservation infrastructure. In addition, Reclamation staff and WPN will review all relevant plans and data that identify alternatives or support the development of new sediment control and water conservation measures. New data acquisition will include the collection of up to six water samples from three locations (shown on site map); one near EFID's point of diversion, one at the OWRD's gauge, and one at the traveling screen. Samples from all three sites will be analyzed for particle distribution size and up to three samples from the traveling screen will be analyzed for suspended sediment.

Once all existing and new data and information is reviewed, the team will compile the alternatives. It is anticipated that, at a minimum, the following actions will be evaluated and ranked:

- a. Modifications to the slide gates at EFID's diversion to divert water from the river's surface instead of its bottom
- b. Construction of a settling basin near the existing Coanda screen near EFID's point of diversion
- c. Reconfiguration of the current system that flushes out sand above the existing sand traps
- d. Evaluation of continuous flushing at the sand trap using a small pump and automated valves
- c. Piping the main canal and installing several large pressure reducing stations
- d. Installing a filtration system near the traveling screen
- e. Constructing a settling basin/regulating reservoir near the traveling screen that is integrated with SCADA, which could eliminate the overflow into Neal Creek and provide an opportunity to settle out and remove sediment.

A ranking system will be developed to evaluate these and any other alternatives, which will include technical feasibility, effectiveness, cost:benefit, operations/maintenance concerns, and potential for implementation. Conceptual designs, cost, and detailed descriptions will be developed for high-ranking alternatives.

EFID anticipates implementing the preferred actions over the next two to three years, pending funding.

**10. Water Planning and Preparation.** Identify the plan or planning effort that identifies the study or future project (if applicable). Describe how this study informs plans or preparations for a more secure water future.

The East Fork Irrigation District Infrastructure Modernization/Watershed Plan Environmental Assessment (Farmers Conservation Alliance, 2020) and the Hood River Basin Partnership Strategic Action Plan (Hood River Watershed Group/Thieman *et al.*, 2021) identify and prioritize the need for sediment removal in irrigation water and water conservation. Removing sediment in irrigation water improves the life span of pressure reducing valves, which are an integral part of EFID's new and proposed pipelines. It also increases the effectiveness and longevity of high efficiency on-farm and residential irrigation equipment and provides incentive for farmers with inefficient irrigation equipment to convert to micro-sprinkler technology. Eliminating the overflow at the traveling screen would save between 2 to 6 cfs. These actions would help provide irrigators with clean, reliable water and would increase summer streamflows for the benefit of threatened salmon and steelhead populations, which would be a substantial step towards a more secure water future.

**11. Water Availability.** Please provide evidence that water is available to meet the above described need, issue, or concern. Evidence can include regulatory and physical information regarding water availability.

EFID's water rights are senior to all other water rights in the basin (see attached water certificates). Water that EFID conserves remains in the East Fork Hood River at its point of diversion.

**12. Potential Impacts and Benefits.** Does this study investigate the potential impacts and benefits of project implementation on the economy, the environment, and/or the community? If applicable, list the tasks where that work will occur. *Note: Investigating potential impacts and benefits is one of a number of eligible study tasks.*

Study tasks will not specifically investigate the potential impacts of project implementation on the economy, environment, and/or community. Several other studies and plans have already quantified and/or described the benefits of water conservation in EFID and the Hood River Watershed. These include the Hood River Basin Study (Bureau of Reclamation, 2015), the East Fork Irrigation District Infrastructure Modernization/Watershed Plan Environmental Assessment (Farmers Conservation Alliance, 2020), and the Hood River Basin Partnership Strategic Action Plan (Hood River Watershed Group/Thieman *et al.*, 2021)

Task number and title – n/a

Task number and title – n/a

**13. Community Engagement** Describe if any opportunities were provided for meaningful engagement, suitable for the public who may be interested in, or affected by the study or project implementation. Describe if there were any specific strategies to engage environmental justice communities.

The Natural Resources Conservation Service held a public scoping meeting in 2018 during the development of the East Fork Irrigation District Infrastructure Modernization/Watershed Plan Environmental Assessment. Public concerns and comments regarding EFID's proposed system improvements for water conservation and irrigation modernization were recorded and incorporated into the plan. For the proposed feasibility study, WPN and EFID will present the water conservation and sediment control alternatives being considered at a public meeting of the Hood River Watershed Group. The HRWG holds public educational presentations most months. Presentations are attended by a diverse cross-section of the community, and HRWG is taking steps to make its presentations accessible in both English and Spanish. The EFID will also post information about the study on its website, which uses Google translate to provide the information in both English and Spanish.

**14. Community Interests and Concerns.** If community interest or concerns were identified, describe the plans to address them in this study or future efforts. *(Note: You may attach Letters of Support to the application.)*

High sediment levels in EFID irrigation water is a common concern of EFID patrons. Water conservation is a community-wide concern. Effectively addressing both of these concerns is the central task of this study.

**15. Study Tasks.** Identify the study tasks necessary to conduct the feasibility study using the following format and including as many tasks as necessary to complete the study. In the event that your study receives grant funding, the tasks identified will be incorporated into your grant agreement as the “Statement of Work.” Please note: Project management and administration are common functions within a specified task and not separate tasks themselves.

**Task number. Task Title**

- **Task schedule:** The approximate dates during which the task will be completed.
- **Description of task activities:** Include specific details of the task such as task purpose, planned approach, appropriate technical information, proposed methods, and rationale for the approach.
- **Qualified personnel that will complete task:** Include a description of the professional experience, professional qualifications and licensure of personnel necessary for task work.

**Task 1.** Review existing information and identify all potential sediment control measures

- **Task schedule:** September 2022-March 2023
- **Description of task activities:** Bureau of Reclamation staff performed a two-day site visit with EFID and Watershed Professionals Network (WPN) to become familiar with EFID infrastructure, operations, current sediment control practices and to discuss additional potential sediment control measures. They also reviewed the draft East Fork Irrigation District System Improvement Plan prepared by Watershed Professionals Network, LLC (Draft dated 10-15-2021) and the Hood River Basin Study prepared by Bureau of Reclamation staff at the Pacific Northwest Regional Office in Boise, ID (Nov. 2015). Staff may identify additional potential sediment control measures for various points along the EFID system from the point of diversion on the East Fork Hood River to the traveling screen.
- **Qualified personnel that will complete task:** Bureau of Reclamation’s staff from the Sedimentation and River Hydraulics Group

**Task 2.** Evaluate sediment load in water samples

- **Task schedule:** August 2022-July 2023
- **Description of task activities:** Collect up to six water samples from three locations (shown on site map); one at EFID’s point of diversion, one at the OWRD’s gauge, and one at the traveling screen. Samples from all three sites will be analyzed for particle distribution size and up to three samples from the traveling screen will be analyzed for suspended sediment.
- **Qualified personnel that will complete task:** EFID staff will collect the water samples and the sediment analyses will be completed by a certified laboratory.

**Task 3.** Evaluate & rank sediment removal options

- Task schedule: April 2023-October 2023
- Description of task activities: Consider alternatives described in the Hood River Basin Study and draft EFID System Improvement Plan and potentially propose additional alternatives; Develop a ranking system for evaluating potential sediment control measures based upon effectiveness, relative cost, and potential for implementation; Rank each alternative; Develop concept sketches and descriptions of potential sediment control measures; Recommend the alternatives that were ranked the highest.
- Qualified personnel that will complete task: Bureau of Reclamation’s staff from the Sedimentation and River Hydraulics Group; Niklas Christensen, Watershed Professionals Network engineer who has designed several water conservation projects for EFID and participated in the development of the Hood River Basin Study; Steve Pappas, EFID Manager

**Task 4.** Evaluate & rank water conservation options

- Task schedule: April 2023 – October 2023
- Description of task activities: Consider alternatives described in the Hood River Basin Study, East Fork Irrigation District Infrastructure Modernization/Watershed Plan Environmental Assessment, and EFID System Improvement Plan; Develop a ranking system for evaluating water conservation measures based upon effectiveness, relative cost, and technical feasibility; Rank each alternative; Develop concept sketches and descriptions of preferred measures; Recommend the alternatives that were ranked the highest.
- Qualified personnel that will complete task: Niklas Christensen, Watershed Professionals Network engineer; real estate and legal professionals to evaluate aspects of proposed actions that require land purchase

**Task 5.** Final report

- Task schedule: November 2023-January 2024
- Description of task activities: A report of findings that will identify potential alternatives for different locations throughout the EFID system, the ranking system used to rate the alternatives, results of the alternative rankings, and recommendations for next steps.
- Qualified personnel that will complete task: Bureau of Reclamation’s staff from the Sedimentation and River Hydraulics Group; Niklas Christensen, Watershed Professionals Network

**16. Study Task Scheduling.** Estimated duration of feasibility study: August 2022 to January 2024

Place an “X” in the appropriate column to indicate when each task of the project would take place. Study tasks should match those listed as part of your response to the previous question.

Feasibility Study Tasks (Add additional rows as needed)	Grant year				Grant year				Grant year			
	2022				2023				2024			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Task 2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Task 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Task 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Task 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**17. Feasibility Study Water Rights.** Identify any water rights required to **conduct the proposed Feasibility Study** below. Check all of the following that apply and provide the information requested:

- a.  No water rights are required to complete the proposed study. Continue to Question 18.
- b.  The proposed study requires a new water right or other water right transactions to **conduct** the study. If checked, list the transaction(s) required (e.g., new right, transfer, etc.):
- c.  This Feasibility Study will identify water rights necessary to **conduct** the activities of this proposed study. List the Task(s) describing this work:
- d.  The applicant has legal access to a water right that will be used to **conduct** the study. The proposed study requires a water right, and the applicant holds or has been given permission to utilize the water right(s) for the proposed study. If checked, list all water rights required for the study in the table below, adding rows as needed. See the Application Instructions for further guidance, including how to find water right information.

This table is only required if you check box "d".

Water Right Number (Include prefixes, if applicable, e.g., CW 12345)	Is this an application, permit, certificate, limited license, special or final order, transfer, decree, lease, or claim? Enter "New right Needed" below if a new water right is needed to do this work.	Tax Lot IDs within the Place of Use where water will be used to complete the study

**18. Project Implementation Water Rights.** Identify any water rights needed to implement the proposed Project below. Check all of the following that apply and provide the information requested:

- a.  The applicant does not know what water rights or water right transactions are required for the project. That will be determined through this study or other effort at a future date. Continue to Question 19.
- b.  The proposed project requires a new water right or other water right transactions. If checked, list transaction(s) required (e.g., new right, transfer, etc.):
- c.  The applicants holds the water right(s) required for the project. If "c" is checked, include list of rights in the table below, adding rows as needed. See the Application Instructions for further instruction, including how to find water right information.

This table is only required if you check "c".

Water Right Number (Include prefixes, if applicable, e.g., <u>G</u> 00010)	Is this an application, permit, certificate, limited license, special or final order, transfer, decree, lease, or claim?	Water Right Amount			Tax Lot IDs within the Place of Use where water will be used to implement the proposed project
		Max Volume (ac-ft)	Max Rate (cfs)	Duty (ac-ft/ac)	
92000	certificate	24,650.78	103.5	3	See attached certificate
80929	Certificate	5.99	5.99	3	See attached certificate
84803	Certificate	5.06	5.06	3	See attached certificate
80927	Certificate	0.71	0.71	3	See attached certificate

**19. Feasibility Study Permits.** Provide a list of any other permits and regulatory approvals needed to **conduct the Feasibility Study** and indicate the status of each in the table below. If permits/approvals are required, please submit copies of secured permits/approvals **or** describe efforts to secure permits/approvals including status. If no permits or authorizations are required for the study, provide an explanation:

The proposed feasibility study is an office-based exercise, and no access to private property is required.

Permit/ Regulatory Approval	Permitting Entity	Status and Efforts To Date

**20. Project Implementation Permits.** Provide a list of the permits and regulatory approvals that you anticipate would be needed to implement the proposed project being studied. If permits/approvals are not required, please explain why and provide information regarding any agencies contacted to verify this determination:

Project Permit/Regulatory Approval ( <i>add rows as needed</i> )	Permitting Entity
Development/Riparian/stream protection overlay review	Hood River County

## VI. Feasibility Study Budget

**Instructions:** Please answer the following questions about the study budget using the tables provided.

**21. Budget by Line Item or Category.** Please provide an estimated line item budget for the proposed feasibility study. Examples include: Direct project specific costs, such as in-house staff salary, contractual services, and administrative costs. Please note that indirect costs **are not** an allowable grant expense. See the Department's Budget Procedures and Allowable Costs for further guidance.

OVERALL STUDY BUDGET Line Items	Number of Units* (e.g. # of Hours)	Unit Cost (e.g. hourly rate)	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost	
Staff Salary/Benefits (EFID)	120 hours	55	6,600			6,600	
Contractual/Consulting (Bureau of Reclamation)	259 hours	164/hr	42,476			42,476	
Contractual/Consulting (WPN)	276 hours	165/hr			45,540	45,540	
Contractual/Consulting-water sample testing	6	\$300 ea			1,800	1,800	
<i>* The "Unit" should be per "hour" or "day" – not per "project" or "contract." Units x Unit Costs = Total Cost</i>			<b>Total</b>	\$49,076	\$0	\$47,340	<b>\$96,416</b>
<i>** Administrative Costs may not exceed 10% of the total funding requested from the Department</i>							

**22. Budget by Task.** Identify the budget for each task below. Tasks identified below should be the same as the tasks identified in Questions 14 and 15.

Feasibility Study Tasks (Add additional rows as needed)	In-Kind Match	Cash Match Funds	OWRD Grant Funds	Total Cost
1. Review existing information and identify all potential sediment control measures	14,220	0	0	14,220
2. Evaluate sediment load in water samples	0	0	1,800	1,800
3. Evaluate & rank sediment removal options	22,594	0	11,550	34,144
4. Evaluate & rank water conservation options	2,750	0	23,100	25,850
5. Final report	9,512	0	10,890	20,402
<b>Total</b>	<b>49,076</b>	<b>0</b>	<b>47,340</b>	<b>96,416</b>

## VII. Match Funding

**Instructions:** Please answer the following question regarding matching funds.

**23. Match Funding Table and Documentation.** Please fill out the table below and attach the appropriate documentation for both the secured and pending match (add rows as needed). Keep in mind that applicants must demonstrate a minimum **dollar-for-dollar match**. Please note that a failure to meet this requirement or to attach documentation will result in an incomplete application that will not be considered for funding.

For secured funding, you must attach a letter of support or award from the match funding source that specifically mentions the dollar amount identified for this study and as shown in the “Amount/Dollar Value” column in the table below.

For pending resources, other written documentation showing a request for the matching funds must accompany the application or documentation must identify the date on which a future funding application will be submitted, identify the funding program, and provide evidence that the project is eligible for the funding program identified. Note that if awarded funds, pending commitments of the funding must be secured within 12 months from the date of the award.

Match Funding Source (if in-kind, briefly describe the nature of the contribution)	Type ( ✓ Only One)	Status ( ✓ Only One)	Amount/ Dollar Value	Date Match Funds Available (Month/Year)
East Fork Irrigation District	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in-kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	6,600	January 2022
Bureau of Reclamation	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in-kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	42,476	January 2022
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
	<input type="checkbox"/> cash <input type="checkbox"/> in-kind	<input type="checkbox"/> secured <input type="checkbox"/> pending		
<b>Total of Match Funds</b>			= \$49,076	

## VIII. Storage-Specific Questions

**Instructions:** If you indicated that your study is for a storage project, answer question 24 in this section. If your study is for above-ground storage, also answer question 25. Please refer to the document on Storage-Specific Study Requirements for guidance and information on completing this section, available on the OWRD Funding Opportunities, Applications, Forms, and Guidance webpage. **If your study is for a water conservation or reuse project, skip this section.**

**24. All Storage Projects.** Answer the following “Yes/No” questions about the storage project to be evaluated in the proposed study.

- A. Will the project divert more than 500 acre-feet of surface water annually? Yes  No
- B. Will the project impound surface water on a perennial stream? Yes  No
- C. Will the project divert water from a stream that supports sensitive, threatened or endangered species? Yes  No

If you answered “yes” to any of the questions above, you are required to address the following analyses in your feasibility study. By signing this application, you are committing to include these required elements in your feasibility study.

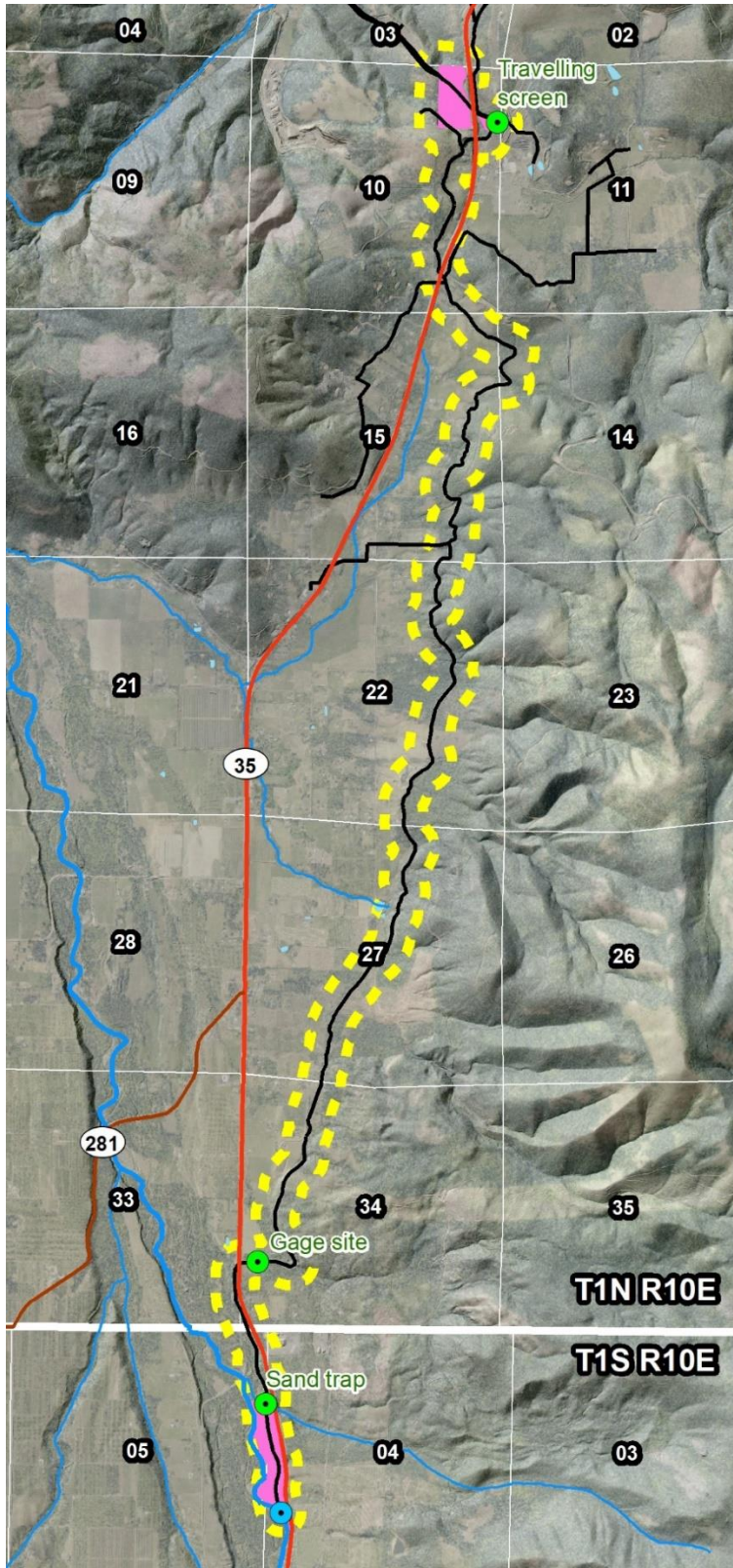
If you answered “Yes” to (A), (B), or (C) above, attach a description of how you intend to address the following required elements in your feasibility study (please refer to the document on Storage-Specific Study Requirements for guidance and a description of the minimum acceptable standards regarding these study requirements).

You must include a Task in Question #15 for this work unless the work was previously conducted. If you are attaching results of previously conducted work, you must cite the relevant sections or pages.

- i. Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows.
- ii. Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of water conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives.
- iii. Analyses of environmental harm or impacts from the proposed storage project.
- iv. Evaluation of the need for and feasibility of using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.
- v. *For proposed storage projects for municipal use only* – For a proposed storage project that is for municipal use, analysis of local and regional water demand and the proposed storage project’s relationship to existing and planned water supply projects.

**25. For Above-Ground Storage Only.** Describe whether or not the storage project would include provisions for using stored water to augment instream flows to conserve, maintain and enhance aquatic life, fish life or other ecological values. As per statute and rule, above-ground storage projects that include these provisions receive preference for funding over other storage projects.

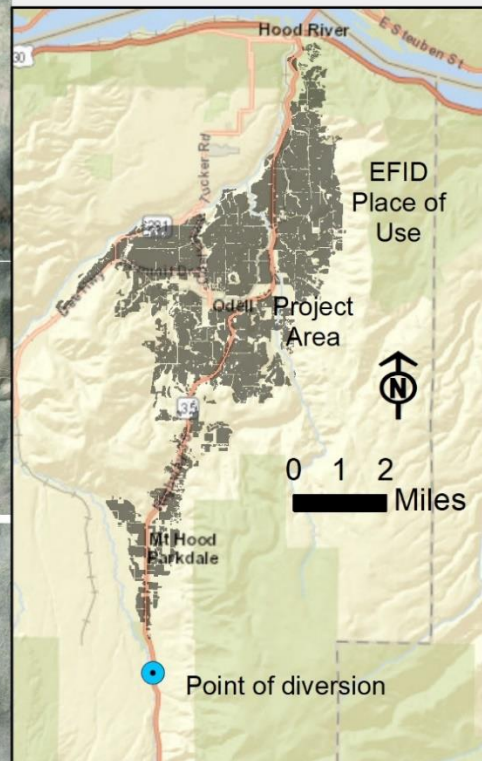
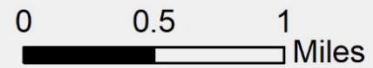
Attachment 1.



### East Fork Hood River Water Conservation Feasibility Study

Latitude and longitude:  
45.549900, -121.556773

- Point of diversion
- WQ sampling locations
- Existing conveyance
- East Fork Hood River
- Other principal streams
- Water bodies
- Feasibility study boundary
- Project area
- Township
- Section



**Attachment 2. Landowner Agreement**



## Attachment 2. Feasibility Study Grants Landowner Agreement

*Instructions to Applicants: Work with landowners to complete this form for all properties accessed for the study or on which the proposed study would occur. Submit this completed form as part of your grant application. For questions contact [WRD\\_DL\\_feasibilitystudygrants@oregon.gov](mailto:WRD_DL_feasibilitystudygrants@oregon.gov).*

### Project and Applicant Information

Project Name: East Fork Hood River Water Conservation Feasibility Study

Funding Applicant: East Fork Irrigation District

Co-Applicant (if applicable): \_\_\_\_\_

#### Funding Applicant Contact Information:

Name: Steve Pappas

Phone Number: 541-354-1185

Email Address: steve@efidhr.org

#### Co-Applicant Contact Information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Landowner Information – NOTE: Please include ALL landowners listed on the deed .

Landowner(s) Name: East Fork Irrigation District

Landowner's Authorized Representative: Steve Pappas

#### Landowner(s) Contact Information (or Authorized Representative)

(required) Address: 3500 Graves Road

Hood River, OR 97031

(optional) Phone Number: \_\_\_\_\_

(optional) Email Address: \_\_\_\_\_

### Property Information

List each property owned by the above-mentioned Landowner(s) on which the study would occur:

County	Tax Map Number	Tax Lot Number
Hood River	10N10E1000	300
Hood River	01S10E0400	600
Hood River	01S10E0400	302
Hood River	01S10E0500	600

### Landowner Acknowledgement

- The East Fork Irrigation District is the legal owner(s) (the Landowner) of the above described property (the Property).
- I am authorized to act on behalf of the Landowner.
- I am aware of and agree to the above-mentioned proposed study and grant permission for the Applicant, and the Applicant's agents, to conduct the following activities on the Property. (List activities below)

a. Site visits to evaluate potential sediment removal actions

b. Collect water samples for sediment analysis

c.

d.

- I certify that the above-mentioned information is true and accurate, I am aware of and agree to the proposed work, and I am authorized to sign as the Landowner or Authorized Representative.

Signature of Landowner(s) or Authorized Representative: \_\_\_\_\_

Date: 11/1/2022 Print Name: Steve Pappas

**Attachment 3. Match Funds Documentation**



3500 GRAVES RD – HOOD RIVER, OR 97031 | PH: (541) 354 – 1185 | P.O. BOX 162 – ODELL, OR 97044

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November 1, 2022

Oregon Water Resources Department  
Attn: Grant Program Coordinator  
725 Summer St. NE, Suite A  
Salem, OR 97301

Dear Oregon Water Resources Department,

The East Fork Irrigation District will provide at least \$6,600 of in-kind labor in support of the East Fork Hood River Water Conservation Feasibility Study. This will include my time to participate in field reconnaissance, provide information to the Bureau of Reclamation and consultants, and review and provide feedback on analytical results, recommendations, and the final report.

Sincerely,

Steve Pappas  
District Manager  
East Fork Irrigation District

## MEMORANDUM OF AGREEMENT

No: R22MA13705

Between  
Department of the Interior  
Bureau of Reclamation  
and  
East Fork Irrigation District

For  
Sediment Management Plan

The United States Department of the Interior, Bureau of Reclamation (Reclamation) and East Fork Irrigation District (EFID) agree to work collaboratively to complete the EFID Sediment Management Plan in the Hood River Basin Water Management Option Pilot (Pilot) project as part of the WaterSMART Basin Study Program. This Memorandum of Agreement (Agreement) establishes the terms that will guide the performance of the Pilot. The Pilot will build upon existing basin studies to provide analysis of collected data to make a basin recommendation designed to meet three key factors. The Pilot is to determine three key factors for fish and wildlife habitat, increase operational flexibility, and improve water supply for irrigation, municipal supply and domestic uses.

### ARTICLES

#### I. Definitions

- A. Reclamation means the United States Department of the Interior, Bureau of Reclamation.
- B. Non-Federal Partner(s) means East Fork Irrigation District (EFID) and Watershed Professionals Network.
- C. Parties means Reclamation and EFID
- D. Agreement means this Memorandum of Agreement.
- E. Cost-Share means a specific percentage (%) of identified charges that are allocated to specific entities or Non-Federal Partner(s).
- F. In-kind Services means services provided by an entity or non-Federal partner that substantially contributes to the completion of the work task or task identified.
- G. Confidential Information means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 USC 552(b)(4).
- H. Intellectual Property means any invention that is legally protected through patents, copyrights, trademarks, and trade secrets or otherwise protectable under Title 35 of the United States Code, under 7 USC 2321, et seq., or under the patent laws of a foreign country.

I. Key personnel means:

1. Steve Pappas, Manager, EFID
2. Niklas Christensen, Watershed Professionals Network, Contractor
3. Christi Davis-Kernan and Matt DeAmico, Bureau of Reclamation

J. Subject Invention means any invention or other intellectual property conceived or first reduced to practice under this Agreement is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC 2321, et seq., or under the patent laws of a foreign country.

K. Scope of Agreement means those activities set forth in Appendix 1.

L. Term of Agreement means that period set forth under the Section IV, Article A, Term of this Agreement.

II. **Authorities and Financial Obligations**

A. Authorities: Nothing in this Agreement alters the statutory authorities or any other authorities of the EFID or Reclamation. This Agreement is intended to facilitate cooperative efforts for mutual provision of services and support, and technical assistance by both Parties in the conduct of meeting the objectives and scope of this Agreement. This Agreement does not supersede or void existing agreements between the Non-Federal Partner(s) and Reclamation.

Reclamation's authority to enter into this Agreement:

1. Reclamation Act of June 17, 1902 (ch. 1093, 32 Stat. 388; 43 U.S.C. 372, et seq.) and acts amendatory thereof and supplementary thereto.
2. Title IX of the Omnibus Public Land Management Act of 2009 (P.L. 111-11, 123 Stat. 991).

Non-Federal Partner's authority to enter into this Agreement:

1. East Fork Irrigation District - See Attachment A

B. Cost Sharing: The costs of the Pilot will be shared between Reclamation and the with Reclamation providing \$42,500 cash or equivalent Reclamation staff services and the EFID providing \$44,750 cash or equivalent in-kind services. The EFID and non-Federal Partner(s) financial contribution will be in the form of:

1. EFID - \$44,750 in staff salaries and benefits used in support of the completion of the study tasks identified in this Agreement.
2. Reclamation - \$42,500 in staff salaries and benefits used in support of the completion of the study tasks identified in this Agreement.

Reclamation's financial contribution to the Pilot shall not exceed 50% of the total cost. Valuation of in-kind services shall be in accordance with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

- C. Financial Obligations: This Agreement is not a funding document and does not authorize the obligation or transfer of funds. If a subsequently identified activity or project is identified that may require Reclamation to receive or expend funds received from the EFID, then funds contributed by EFID will be used to pay for costs incurred by Reclamation associated with completing the tasks described in this Agreement or modifications to this Agreement.
- D. Anti-Deficiency Act: All activities, responsibilities, and commitments made under or pursuant to this Agreement are subject to the availability of appropriated funds and each Party's budget priorities, as determined by each Party, and neither the EFID nor Reclamation are obligated in any way under this Agreement to expend appropriations or to enter into any contract, assistance agreement, or other financial obligation. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

### III. Publications, Reports, and Confidentiality

- A. Publications: The parties understand and agree that this Agreement may be disclosed to the public in accordance with the Freedom of Information Act. Subject to the requirements of confidentiality and preservation of rights in Subject Inventions, either Party to this Agreement may publish the results of this Agreement, PROVIDED:
  - 1. The other Party is allowed to review this Agreement at least sixty (60) days prior to submission for publication by submission to the Reclamation contact.
  - 2. The publication shall acknowledge this Agreement and the contributions of each Party's personnel.
  - 3. The final decision as to the publication content rests with the Party that writes the publication.
- B. Reports: The results of this Agreement and science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by Non-Federal Partner(s) and Reclamation. A final report summarizing all data shall be submitted to Reclamation and the Non-Federal Partner(s) through the key contacts identified in Section V, Article C within the performance period of this Agreement, as defined in Section IV, Article A. The final report will be in the public domain and will be published on Reclamation's website.
- C. Confidentiality: Any confidential information used in this Agreement shall be clearly marked confidential or proprietary by the submitter and shall not be disclosed by the Recipient without permission of the owner. To the extent either Party orally submits its Confidential Information to the other Party, the submitting Party will prepare a document marked "CONFIDENTIAL" embodying or identifying in reasonable detail such orally submitted Confidential Information and provide the document to the other Party within thirty (30) days of disclosure.

Neither Party shall be bound by confidentiality if the Confidential Information received from the other Party:

1. Already is available to the public or known to the recipient
2. Becomes available to the public through no fault of the recipient; or
3. Is non-confidentially received from another party legally entitled to it

It shall not be a breach of this Agreement if the Non-Federal Partner(s) are required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; PROVIDED THAT the Non-Federal Partner(s) shall provide prompt prior notice thereof to Reclamation to enable Reclamation to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.

- D. Intellectual Property: Unless otherwise agreed by the Parties, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this Agreement shall remain with the respective inventing Party. In the event that an invention is made jointly by employees of the Parties or an employee of a Party's contractor, the Parties shall consult and agree as to future actions toward establishment of patent protection for the invention.

#### IV. Term and Termination

- A. Term: This Agreement shall take effect upon the approval of the Parties and, unless terminated per Section IV, Article 11, Termination or extended agreement of the Parties, will expire three years from the date of the last signature to this Agreement.
- B. Amendment: If either Party desires a modification in this Agreement, the parties shall confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed and dated by the undersigned representative(s) of both parties.
- C. Termination: Either Party may terminate this Agreement prior to its expiration at any time, with or without cause, and without incurring any liability or obligation to the other parties, by giving the other parties at least ninety (90) calendar days prior written notice of termination.

#### V. General

- A. Liability: It is understood and agreed that either Party to this Agreement shall be responsible for any damages or injuries arising out of the conduct of activities governed

by this Agreement, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. Reclamation's liability shall be limited by the Federal Tort Claims Act, 28 USC 2671, *et seq.*

B. Limitations: This Agreement sets out the Parties' intentions and objectives and does not direct or apply to any person outside the Non-Federal Partner(s) and Reclamation. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, its officers, or any person.

C. Notices and Key Personnel: Notices between the parties and copies of correspondence among the scientific and/or technical representatives of each Party that interpret or may have a bearing on the legal effect of this Agreement's terms and conditions shall be sent to the key personnel below. Reclamation's key personnel is authorized to perform scientific and/or technical activities falling within the Scope of this Agreement. The key personnel are not authorized to change or interpret with authority the terms and conditions of this Agreement.

1. Partner(s):

Steve Pappas, Manager  
East Fork Irrigation District  
3500 Graves Road  
Hood River, OR 97031  
541-354-1185

2. Reclamation:

Christi Davis-Kernan  
Technical Projects Program Manager  
Bureau of Reclamation, Columbia-Pacific NW Region 9  
Columbia-Cascades Area Office  
1917 Marsh Road  
Yakima, WA 98901-2058  
202-591-5471

D. Subcontracting Approval: A Party hereto desiring to obtain and use the services of a third-party via contract or otherwise shall give prior notice to the other Party, including details of the contract or other arrangement. This requirement is to assure that confidentiality is not breached and rights in Subject Inventions are not compromised.

E. Assignment: Neither Party has the right to assign this Agreement or any of its responsibilities hereunder.

F. Endorsement: The Non-Federal Partner(s) shall not in any way state or imply that this Agreement or the results of this Agreement is an endorsement by the Department of

the Interior, Federal Government, or Reclamation of its organizational units, employees, products, or services except to the extent permission is granted by an authorized representative of Reclamation.

- G. Regulatory Compliance: Both Parties acknowledge and agree to comply with all applicable laws and regulations of the state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to the activities or projects for this Agreement. These regulatory compliance requirements may include but not limited to, the National Environmental Policy Act (NEPA) including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.
- H. Disputes: Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the key personnel officials, identified in Section V, Article C, Notices and Key Personnel. Each Party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the parties. Pending the resolution of any dispute or claim pursuant to Section V, Article H, the parties agree that performance of all obligations shall be pursued diligently.
- I. Force Majeure: Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party:
1. Which causes the Party to be unable to perform its obligations under this Agreement
  2. Which it has been unable to overcome by the exercise of due diligence.
  3. This includes, but is not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance, or disobedience, strikes, labor dispute, failure or sabotage of Party's facilities or any order or injunction made by a court or public agency.
- J. Relationship between the Parties: The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the Parties.
- K. Severability: The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.
- L. Governing Law: The construction, validity, performance, and effect of this entire Agreement shall be governed by the laws applicable to the Government of the United States of America in accordance with applicable Federal Law as interpreted by Federal Courts.

M. Waiver: The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

N. Invalid Provision: In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

O. Entire Agreement: The terms and conditions contained in this Agreement and its appendices or attachments constitute the entire agreement and understanding by and between the Parties and shall supersede all other communications, negotiations, arrangements and agreements either oral or written, with respect to the subject matter herein.

P. Counterparts: This Agreement may be executed in duplicate and each original shall be equally effective.

**VI. Signatures**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date written below.

For  
**East Fork Irrigation District**



\_\_\_\_\_  
Steve Pappas  
Manager

12/20/2021  
Date

For  
**Bureau of Reclamation**

\_\_\_\_\_  
Talmadge Oxford  
Columbia-Cascades Area Manager

(Date included in digital signature)  
Date

~ End of Document ~

**Attachment 4. Water Rights Certificates**

STATE OF OREGON  
 COUNTY OF HOOD RIVER  
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

EAST FORK IRRIGATION DISTRICT  
 PO BOX 162  
 ODELL, OR 97044

confirms the right to use the waters of EAST FORK HOOD RIVER, tributary to HOOD RIVER, for IRRIGATION of 8,521.99 ACRES, 9.78 ACRES INCHOATE, and 15.0 ACRES EQUIVALENT INDUSTRIAL.

This right was confirmed by decree of the Circuit Court of the State of Oregon for Hood River County. The decree is of record at Salem, in the Order Record of the Water Resources Director, in Volume 17 at Page 333. The date of priority is NOVEMBER 25, 1895.

The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 104.20 CUBIC FOOT PER SECOND (CFS), being 103.90 CFS for IRRIGATION, 0.12 CFS for INCHOATE ACRES, and 0.18 CFS for INDUSTRIAL USE, or the equivalent in case of rotation, measured at the point of diversion from the source.

The amount of water used for irrigation, is limited to a diversion of 1/80 of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year, and an annual volume limitation of 24,817.38 ACRE-FEET per year.

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
1 S	10 E	WM	4	NW SW	1	3750 FEET SOUTH AND 430 FEET EAST FROM THE NW CORNER OF SECTION 4

A description of the place of use to which this right is appurtenant is as follows:

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
1 N	10 E	WM	1	NE NE	1	5.65		
1 N	10 E	WM	1	NW NE	2	18.00		
1 N	10 E	WM	1	SW NE		16.25		
1 N	10 E	WM	1	SE NE		27.10		
1 N	10 E	WM	1	NE NW	3	8.00		
1 N	10 E	WM	1	NW NW	4	32.20		
1 N	10 E	WM	1	SW NW		40.00		
1 N	10 E	WM	1	SE NW		14.20		

Twp	Range	Mer	Sec	Q	Q	GLot	Acres	Inchoate	Transfer
1 N	10 E	WM	1	NE	SW		33.60		
1 N	10 E	WM	1	NW	SW		36.40		
1 N	10 E	WM	1	SW	SW		3.40		
1 N	10 E	WM	1	SE	SW		10.00		
1 N	10 E	WM	1	NW	SE		7.80		
1 N	10 E	WM	2	NE	NE	1	32.00		
1 N	10 E	WM	2	NW	NE	2	27.00		
1 N	10 E	WM	2	SW	NE		34.80		
1 N	10 E	WM	2	SE	NE		36.40		
1 N	10 E	WM	2	NE	NW	3	30.20		
1 N	10 E	WM	2	NW	NW	4	28.80		
1 N	10 E	WM	2	SW	NW		2.80		
1 N	10 E	WM	2	SE	NW		7.50		
1 N	10 E	WM	2	NE	SW		2.40		
1 N	10 E	WM	2	NE	SE		25.20		
1 N	10 E	WM	2	NW	SE		0.30		
1 N	10 E	WM	2	SE	SE		0.90		
1 N	10 E	WM	3	NE	NE	1	32.20		
1 N	10 E	WM	3	NW	NE	2	36.50		
1 N	10 E	WM	3	SW	NE	7	24.00		
1 N	10 E	WM	3	SW	NE	7		1.00	T-11682
1 N	10 E	WM	3	SE	NE	8	6.20		
1 N	10 E	WM	3	NE	NW	3	24.80		
1 N	10 E	WM	3	NW	NW	4	23.70		
1 N	10 E	WM	3	SW	NW	5	16.40		
1 N	10 E	WM	3	SE	NW	6	5.40		
1 N	10 E	WM	3	NE	SW	11	2.60		
1 N	10 E	WM	3	NE	SW	9	3.20		
1 N	10 E	WM	3	NW	SW	12	7.20		
1 N	10 E	WM	3	NW	SE	10	8.60		
1 N	10 E	WM	3	SE	SE	16	0.60		
1 N	10 E	WM	10	NE	NE	1	1.40		
1 N	10 E	WM	10	NW	NE	2	14.00		
1 N	10 E	WM	10	SE	NE	8	7.82		
1 N	10 E	WM	10	NE	NW	4	25.80		
1 N	10 E	WM	10	NW	NW	4	3.90		
1 N	10 E	WM	10	SW	NW	5	0.50		
1 N	10 E	WM	10	SE	NW	6	0.10		
1 N	10 E	WM	10	NE	SE	9	8.10		
1 N	10 E	WM	10	NW	SE	10	2.00		
1 N	10 E	WM	10	NW	SE	10	1.60		
1 N	10 E	WM	10	SW	SE	15	0.90		
1 N	10 E	WM	10	SE	SE	16	2.60		

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
1 N	10 E	WM	11	SW NE		28.40		
1 N	10 E	WM	11	SE NE		5.20		
1 N	10 E	WM	11	SE NW		6.40		
1 N	10 E	WM	11	NE SW		1.00		
1 N	10 E	WM	11	NE SW	6	0.40		
1 N	10 E	WM	11	SW SW		3.00		
1 N	10 E	WM	11	SE SW		13.40		
1 N	10 E	WM	11	NE SE		6.40		
1 N	10 E	WM	11	NW SE		38.70		
1 N	10 E	WM	15	NE NE	1	28.80		
1 N	10 E	WM	15	NW NE	2	6.80		
1 N	10 E	WM	15	NW NE		0.25		
1 N	10 E	WM	15	NW NE		0.10		
1 N	10 E	WM	15	SW NE	7	14.75		
1 N	10 E	WM	15	SW NE	7	1.45		
1 N	10 E	WM	15	SW NE		0.15		
1 N	10 E	WM	15	SW NE		0.05		
1 N	10 E	WM	15	SW NE		0.05		
1 N	10 E	WM	15	SE NE	8	15.50		
1 N	10 E	WM	15	SE NW	6	6.50		
1 N	10 E	WM	15	SE NW	6	1.50		
1 N	10 E	WM	15	SE SW	14	32.00		
1 N	10 E	WM	15	NE SE	9	3.70		
1 N	10 E	WM	15	NW SE	10	8.50		
1 N	10 E	WM	15	NW SE		0.50		
1 N	10 E	WM	15	NW SE		1.50		
1 N	10 E	WM	15	SW SE	15	27.20		
1 N	10 E	WM	15	SE SE	16	2.60		
1 N	10 E	WM	22	NW NE	2	26.20		
1 N	10 E	WM	22	SW NE	7	1.00		
1 N	10 E	WM	22	NE NW	3	27.65		
1 N	10 E	WM	22	SE NW	6	27.15		
1 N	10 E	WM	22	NW SE	10	19.20		
1 N	10 E	WM	22	SW SE	15	10.00		
1 N	10 E	WM	27	NW NE	2	16.60		
1 N	11 E	WM	6	NW NW	4	2.00		
1 N	11 E	WM	6	SW NW	5	1.10		
1 N	11 E	WM	6	SW NW		1.00		
2 N	10 E	WM	1	SE NE		19.70		
2 N	10 E	WM	1	NE SE		15.80		
2 N	10 E	WM	1	SE SE		16.60		
2 N	10 E	WM	12	NE NE		34.20		

Twp	Range	Mer	Sec	Q	Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	12	NW	NE		9.00		
2 N	10 E	WM	12	SW	NE		18.60		
2 N	10 E	WM	12	SE	NE		30.40		
2 N	10 E	WM	12	SE	NW		6.20		
2 N	10 E	WM	12	NE	SW		19.00		
2 N	10 E	WM	12	SW	SW		0.30		
2 N	10 E	WM	12	SE	SW		32.60		
2 N	10 E	WM	12	NE	SE		38.20		
2 N	10 E	WM	12	NW	SE		29.50		
2 N	10 E	WM	12	NW	SE			1.20	T-11682
2 N	10 E	WM	12	SW	SE		37.70		
2 N	10 E	WM	12	SE	SE		32.80		
2 N	10 E	WM	13	NE	NE		7.20		
2 N	10 E	WM	13	NW	NE		40.00		
2 N	10 E	WM	13	SW	NE		37.60		
2 N	10 E	WM	13	SE	NE		31.20		
2 N	10 E	WM	13	NE	NW		37.40		
2 N	10 E	WM	13	NW	NW		31.40		
2 N	10 E	WM	13	SW	NW		22.20		
2 N	10 E	WM	13	SE	NW		38.40		
2 N	10 E	WM	13	NE	SW		30.90		
2 N	10 E	WM	13	NW	SW		18.30		
2 N	10 E	WM	13	SW	SW		34.50		
2 N	10 E	WM	13	SE	SW		18.70		
2 N	10 E	WM	13	NE	SE		37.60		
2 N	10 E	WM	13	NW	SE		32.40		
2 N	10 E	WM	13	SW	SE		31.00		
2 N	10 E	WM	13	SE	SE		37.00		
2 N	10 E	WM	14	SW	NE		13.50		
2 N	10 E	WM	14	SW	NE			0.20	T-11682
2 N	10 E	WM	14	SE	NE		24.60		
2 N	10 E	WM	14	SE	NW		0.90		
2 N	10 E	WM	14	SE	NW			1.10	T-11682
2 N	10 E	WM	14	NE	SW		22.00		
2 N	10 E	WM	14	NE	SW			0.10	T-11682
2 N	10 E	WM	14	NE	SW			0.70	T-11682
2 N	10 E	WM	14	NW	SW		0.80		
2 N	10 E	WM	14	SW	SW		10.20		

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	14	SE SW		30.80		
2 N	10 E	WM	14	NE SE		31.60		
2 N	10 E	WM	14	NW SE		33.90		
2 N	10 E	WM	14	NW SE			0.60	T-11682
2 N	10 E	WM	14	SW SE		36.50		
2 N	10 E	WM	14	SE SE		38.00		
2 N	10 E	WM	15	NE SE		0.40		
2 N	10 E	WM	15	SW SE		10.60		
2 N	10 E	WM	15	SE SE		33.20		
2 N	10 E	WM	16	SW SE		4.00		
2 N	10 E	WM	16	SE SE		0.60		
2 N	10 E	WM	20	NE SE		12.20		
2 N	10 E	WM	20	SW SE		13.20		
2 N	10 E	WM	20	SE SE		25.80		
2 N	10 E	WM	21	NE NE		15.60		
2 N	10 E	WM	21	NW NE		20.60		
2 N	10 E	WM	21	SW NE		39.50		
2 N	10 E	WM	21	SE NE		38.00		
2 N	10 E	WM	21	NE NW		3.40		
2 N	10 E	WM	21	SW NW		12.80		
2 N	10 E	WM	21	SE NW		22.40		
2 N	10 E	WM	21	NE SW		18.50		
2 N	10 E	WM	21	NW SW		37.40		
2 N	10 E	WM	21	SW SW		12.40		
2 N	10 E	WM	21	SE SW		22.50		
2 N	10 E	WM	21	NE SE		39.80		
2 N	10 E	WM	21	NW SE		38.50		
2 N	10 E	WM	21	SW SE		34.00		
2 N	10 E	WM	21	SE SE		39.00		
2 N	10 E	WM	22	NE NE		26.00		
2 N	10 E	WM	22	NW NE		38.80		
2 N	10 E	WM	22	SW NE		36.10		
2 N	10 E	WM	22	SE NE		29.80		
2 N	10 E	WM	22	NE NW		33.20		
2 N	10 E	WM	22	NW NW		30.20		
2 N	10 E	WM	22	SW NW		39.80		
2 N	10 E	WM	22	SE NW		38.00		
2 N	10 E	WM	22	NE SW		36.30		

Twp	Range	Mer	Sec	Q	Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	22	NW	SW		39.20		
2 N	10 E	WM	22	SW	SW		38.40		
2 N	10 E	WM	22	SE	SW		38.00		
2 N	10 E	WM	22	NE	SE		38.20		
2 N	10 E	WM	22	NW	SE		33.80		
2 N	10 E	WM	22	SW	SE		38.40		
2 N	10 E	WM	22	SE	SE		38.00		
2 N	10 E	WM	23	NE	NE		41.40		
2 N	10 E	WM	23	NW	NE		41.20		
2 N	10 E	WM	23	SW	NE		40.00		
2 N	10 E	WM	23	SE	NE		40.00		
2 N	10 E	WM	23	NE	NW		38.80		
2 N	10 E	WM	23	NW	NW		31.80		
2 N	10 E	WM	23	SW	NW		33.60		
2 N	10 E	WM	23	SE	NW		38.20		
2 N	10 E	WM	23	NE	SW		40.00		
2 N	10 E	WM	23	NW	SW		14.20		
2 N	10 E	WM	23	SW	SW		25.40		
2 N	10 E	WM	23	SE	SW		40.00		
2 N	10 E	WM	23	NE	SE		38.80		
2 N	10 E	WM	23	NW	SE		39.70		
2 N	10 E	WM	23	SW	SE		36.80		
2 N	10 E	WM	23	SE	SE		39.40		
2 N	10 E	WM	24	NE	NE		37.40		
2 N	10 E	WM	24	NW	NE		25.60		
2 N	10 E	WM	24	SW	NE		30.60		
2 N	10 E	WM	24	SE	NE		34.80		
2 N	10 E	WM	24	NE	NW		23.40		
2 N	10 E	WM	24	NW	NW		40.20		
2 N	10 E	WM	24	SW	NW		36.40		
2 N	10 E	WM	24	SE	NW		16.80		
2 N	10 E	WM	24	SE	NW			0.30	T-11682
2 N	10 E	WM	24	NE	SW		26.60		
2 N	10 E	WM	24	NW	SW		29.60		
2 N	10 E	WM	24	SW	SW		31.20		
2 N	10 E	WM	24	SE	SW		33.50		
2 N	10 E	WM	24	NE	SE		36.60		
2 N	10 E	WM	24	NW	SE		17.00		

Twsp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	24	SW SE		9.10		
2 N	10 E	WM	24	SE SE		32.00		
2 N	10 E	WM	25	NE NE		18.60		
2 N	10 E	WM	25	NW NE		13.00		
2 N	10 E	WM	25	SE NE		4.00		
2 N	10 E	WM	25	NE NW		38.80		
2 N	10 E	WM	25	NW NW		31.80		
2 N	10 E	WM	25	SW NW		8.00		
2 N	10 E	WM	25	SW NW		0.15		
2 N	10 E	WM	25	SE NW		9.05		
2 N	10 E	WM	25	SE NW	6	0.45		
2 N	10 E	WM	25	SE NW		0.30		
2 N	10 E	WM	25	SE NW		0.10		
2 N	10 E	WM	25	NE SW		32.70		
2 N	10 E	WM	25	NW SW		9.70		
2 N	10 E	WM	25	SW SW		12.60		
2 N	10 E	WM	25	NW SE		18.40		
2 N	10 E	WM	25	SW SE		11.00		
2 N	10 E	WM	25	SE SE		24.30		
2 N	10 E	WM	26	NE NE		33.00		
2 N	10 E	WM	26	NW NE		8.80		
2 N	10 E	WM	26	SW NE		38.00		
2 N	10 E	WM	26	SE NE		37.85		
2 N	10 E	WM	26	NE NW		36.70		
2 N	10 E	WM	26	NW NW		26.98		
2 N	10 E	WM	26	SW NW		6.71		
2 N	10 E	WM	26	SW NW		0.25		
2 N	10 E	WM	26	SE NW		24.18		
2 N	10 E	WM	26	SW SW		12.80		
2 N	10 E	WM	26	SE SW		36.60		
2 N	10 E	WM	26	NE SE		13.15		
2 N	10 E	WM	26	SW SE		31.80		
2 N	10 E	WM	26	SE SE		24.10		
2 N	10 E	WM	27	NE NE		10.60		
2 N	10 E	WM	27	NW NE		21.50		
2 N	10 E	WM	27	SW NE		6.00		
2 N	10 E	WM	27	SE NE		5.00		
2 N	10 E	WM	27	NE NW		8.00		
2 N	10 E	WM	27	NW NW		24.60		

Twp	Range	Mer	Sec	Q	Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	27	SW	NW		26.40		
2 N	10 E	WM	27	SE	NW		14.40		
2 N	10 E	WM	27	NE	SW		11.80		
2 N	10 E	WM	27	NW	SW		22.00		
2 N	10 E	WM	27	SW	SW		7.60		
2 N	10 E	WM	27	SE	SW		16.60		
2 N	10 E	WM	27	NE	SE		33.10		
2 N	10 E	WM	27	NW	SE		38.70		
2 N	10 E	WM	27	SW	SE		30.80		
2 N	10 E	WM	27	SE	SE		30.00		
2 N	10 E	WM	28	NE	NE		31.50		
2 N	10 E	WM	28	NW	NE		34.00		
2 N	10 E	WM	28	SW	NE		29.40		
2 N	10 E	WM	28	SE	NE		31.40		
2 N	10 E	WM	28	NE	NW		6.40		
2 N	10 E	WM	28	NE	SE		13.20		
2 N	10 E	WM	28	NW	SE		24.00		
2 N	10 E	WM	28	SW	SE		11.80		
2 N	10 E	WM	28	SE	SE		11.20		
2 N	10 E	WM	29	NE	NE		2.70		
2 N	10 E	WM	29	NW	NE		28.60		
2 N	10 E	WM	29	SW	NE		1.00		
2 N	10 E	WM	29	NE	NW		6.80		
2 N	10 E	WM	29	SE	NW		19.60		
2 N	10 E	WM	29	NW	SW		7.80		
2 N	10 E	WM	29	SW	SW		1.40		
2 N	10 E	WM	29	SW	SW	13	0.50		
2 N	10 E	WM	30	NE	SE		6.80		
2 N	10 E	WM	30	SE	SE		6.00		
2 N	10 E	WM	33	NE	SE		0.10		
2 N	10 E	WM	34	NE	NE		25.80		
2 N	10 E	WM	34	NW	NE		37.40		
2 N	10 E	WM	34	SW	NE		37.50		
2 N	10 E	WM	34	SE	NE		32.90		
2 N	10 E	WM	34	NE	NW		13.70		
2 N	10 E	WM	34	NW	NW		4.90		
2 N	10 E	WM	34	SW	NW		19.00		
2 N	10 E	WM	34	SE	NW		5.40		
2 N	10 E	WM	34	NE	SW		28.20		

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	34	NW SW		26.10		
2 N	10 E	WM	34	SW SW		27.00		
2 N	10 E	WM	34	SE SW		37.70		
2 N	10 E	WM	34	NE SE		33.80		
2 N	10 E	WM	34	NW SE		32.40		
2 N	10 E	WM	34	SW SE		38.80		
2 N	10 E	WM	34	SE SE		38.30		
2 N	10 E	WM	35	NE NE		36.60		
2 N	10 E	WM	35	NW NE		23.90		
2 N	10 E	WM	35	SW NE		13.40		
2 N	10 E	WM	35	SE NE		3.70		
2 N	10 E	WM	35	NE NW		27.50		
2 N	10 E	WM	35	NW NW		16.40		
2 N	10 E	WM	35	SW NW		38.60		
2 N	10 E	WM	35	SE NW		25.20		
2 N	10 E	WM	35	NE SW		33.00		
2 N	10 E	WM	35	NW SW		36.70		
2 N	10 E	WM	35	SW SW		32.20		
2 N	10 E	WM	35	SE SW		30.00		
2 N	10 E	WM	35	NE SE		37.80		
2 N	10 E	WM	35	NW SE		34.30		
2 N	10 E	WM	35	SW SE		38.00		
2 N	10 E	WM	35	SE SE		34.40		
2 N	10 E	WM	36	NE NE		12.80		
2 N	10 E	WM	36	NW NE		17.40		
2 N	10 E	WM	36	SE NE		21.00		
2 N	10 E	WM	36	NE NW		35.20		
2 N	10 E	WM	36	NW NW		29.20		
2 N	10 E	WM	36	SW NW		19.20		
2 N	10 E	WM	36	SE NW		24.20		
2 N	10 E	WM	36	NE SW		9.80		
2 N	10 E	WM	36	NW SW		22.20		
2 N	10 E	WM	36	SW SW		39.20		
2 N	10 E	WM	36	SE SW		28.00		
2 N	10 E	WM	36	NE SE		0.80		
2 N	10 E	WM	36	NW SE		1.60		
2 N	10 E	WM	36	SW SE		23.80		
2 N	10 E	WM	36	SE SE		0.70		

Twp	Range	Mer	Sec	Q	Q	GLot	Acres	Inchoate	Transfer
2 N	10 E	WM	36	SE	SE		1.40		
2 N	11 E	WM	6	NW	NE		10.80		
2 N	11 E	WM	6	SW	NE		1.80		
2 N	11 E	WM	6	NE	NW		38.40		
2 N	11 E	WM	6	NW	NW		23.60		
2 N	11 E	WM	6	SW	NW		21.30		
2 N	11 E	WM	6	SE	NW		23.90	0.58	T-11910
2 N	11 E	WM	6	NE	SW		26.50		
2 N	11 E	WM	6	NW	SW		37.00		
2 N	11 E	WM	6	SW	SW		32.00		
2 N	11 E	WM	6	SE	SW		33.40		
2 N	11 E	WM	6	NW	SE			1.00	T-11682
2 N	11 E	WM	6	SW	SE		9.80		
2 N	11 E	WM	6	SW	SE			0.40	T-11682
2 N	11 E	WM	6	SW	SE			0.20	T-11682
2 N	11 E	WM	7	NE	NE		9.20		
2 N	11 E	WM	7	NE	NE		0.50		
2 N	11 E	WM	7	NW	NE		18.60		
2 N	11 E	WM	7	SW	NE		36.90		
2 N	11 E	WM	7	SE	NE		7.60		
2 N	11 E	WM	7	NE	NW		36.40		
2 N	11 E	WM	7	NW	NW		38.60		
2 N	11 E	WM	7	SW	NW		39.80		
2 N	11 E	WM	7	SE	NW		40.00		
2 N	11 E	WM	7	NE	SW		39.80		
2 N	11 E	WM	7	NW	SW		38.00		
2 N	11 E	WM	7	SW	SW		38.40		
2 N	11 E	WM	7	SW	SW		0.70		
2 N	11 E	WM	7	SE	SW		38.80		
2 N	11 E	WM	7	NE	SE		5.40		
2 N	11 E	WM	7	NW	SE		40.00		
2 N	11 E	WM	7	SW	SE		39.00		
2 N	11 E	WM	7	SE	SE		3.40		
2 N	11 E	WM	18	NE	NE		24.60		
2 N	11 E	WM	18	NW	NE		30.80		
2 N	11 E	WM	18	NW	NE		1.20		
2 N	11 E	WM	18	SW	NE		26.60		
2 N	11 E	WM	18	SW	NE		3.30		

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
2 N	11 E	WM	18	SE NE		23.20		
2 N	11 E	WM	18	NE NW		38.20		
2 N	11 E	WM	18	NW NW		39.80		
2 N	11 E	WM	18	SW NW		35.80		
2 N	11 E	WM	18	SE NW		38.80		
2 N	11 E	WM	18	SE NW		0.70		
2 N	11 E	WM	18	NE SW		38.40		
2 N	11 E	WM	18	NW SW		38.80		
2 N	11 E	WM	18	SW SW		35.00		
2 N	11 E	WM	18	SE SW		33.90		
2 N	11 E	WM	18	NE SE		27.00		
2 N	11 E	WM	18	NW SE		39.20		
2 N	11 E	WM	18	SW SE		37.40		
2 N	11 E	WM	18	SE SE		28.20		
2 N	11 E	WM	19	NE NE		4.95		
2 N	11 E	WM	19	NW NE		32.60		
2 N	11 E	WM	19	SW NE		33.40		
2 N	11 E	WM	19	SE NE		2.80		
2 N	11 E	WM	19	NE NW		25.40		
2 N	11 E	WM	19	NW NW		33.40		
2 N	11 E	WM	19	SW NW		33.00		
2 N	11 E	WM	19	SE NW		33.10		
2 N	11 E	WM	19	NE SW		21.60		
2 N	11 E	WM	19	NW SW		36.40		
2 N	11 E	WM	19	SW SW		38.40		
2 N	11 E	WM	19	SE SW		30.60		
2 N	11 E	WM	19	NE SE		4.20		
2 N	11 E	WM	19	NW SE		34.20		
2 N	11 E	WM	19	SW SE		18.40		
2 N	11 E	WM	30	NW NE		4.40		
2 N	11 E	WM	30	SW NE		2.60		
2 N	11 E	WM	30	NE NW		18.80		
2 N	11 E	WM	30	NW NW		32.00		
2 N	11 E	WM	30	NW NW			0.70	T-11682
2 N	11 E	WM	30	SW NW		32.35		
2 N	11 E	WM	30	SW NW			0.30	T-11682
2 N	11 E	WM	30	SE NW		13.00		
2 N	11 E	WM	30	NW SW		18.80		

Twp	Range	Mer	Sec	Q Q	GLot	Acres	Inchoate	Transfer
3 N	10 E	WM	36	SE NE		14.20		
3 N	10 E	WM	36	NE SE		4.40		
3 N	11 E	WM	31	NW NE		8.90		
3 N	11 E	WM	31	NE NW		4.00		
3 N	11 E	WM	31	NE NW	2	6.10		T-11910
3 N	11 E	WM	31	NE NW		2.00		
3 N	11 E	WM	31	NE NW		0.80		
3 N	11 E	WM	31	NE NW		0.20		
3 N	11 E	WM	31	NW NW	3	0.40		
3 N	11 E	WM	31	SW NW		5.40	0.30	T-11910
3 N	11 E	WM	31	SE NW		9.20	0.50	T-11910
3 N	11 E	WM	31	NE SW		19.60		
3 N	11 E	WM	31	NW SW		9.90		
3 N	11 E	WM	31	NW SW		0.30		
3 N	11 E	WM	31	SW SW		10.70		
3 N	11 E	WM	31	SE SW		15.10		
3 N	11 E	WM	31	SE SW			0.60	T-11682
TOTALS						8,521.99	9.78	

INDUSTRIAL							
Township	Range	Mer	Sec	Q Q	GLot	Acres Equivalent	
1 N	10 E	WM	10	SE NE	8	15.00	
1 N	10 E	WM	10	NE SE	9		
1 N	10 E	WM	11	NW NW			
1 N	10 E	WM	11	SW NW			
1 N	10 E	WM	11	NW SW			

This certificate describes the water right confirmed by Certificate 81340 State Record of Water Right Certificates, ~~REDUCED IN RATE~~ by the provisions of an order of the Water Resources Director entered OCT 21 2016, approving and finalizing Allocation of Conserved Water CW-86, and confirms the Department's determination of satisfactory proof of completion of changes authorized by orders of the Director as listed in Table 1 below. This Certificate together with Certificate 91999, supersedes Certificate 81340.


TABLE 1				
WATER RIGHT ACTIONS INCORPORATED BY THIS CERTIFICATE				
Transaction File #	Water Right Action	Order Date	Special Order	
			Volume	Page
CW-53	Conserved Water	12/30/2009	79	1278
T-9129	Transfer	1/30/2015	93	1195
T-9609	Transfer	10/6/2010	82	46
T-9804	Transfer	10/6/2010	82	42
T-10254	Transfer	10/6/2010	82	44
T-10416	Transfer	9/1/2010	81	806
T-10748	Transfer	10/3/2011	85	492
T-10972	Transfer	4/10/2013	89	734
T-11165	Transfer	1/30/2015	93	1193
T-11317	Transfer	5/26/2015	95	856
T-11643	Transfer	11/24/2015	98	382

In addition, this Certificate includes the remaining portion of the water right described by Certificate 81340, State Record of Water Right Certificates, NOT modified by the provisions of orders of the Water Resources Director approving Transfer Applications: 1) T-11682, recorded on March 20, 2014, in Special Order Volume 91, Page 1007; and 2) T-11910, recorded on December 9, 2014, recorded in Special Order Volume 93, Page 934.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described and is subject to all other conditions and limitations contained in said decree.

WITNESS the signature of the Water Resources Director, affixed OCT 21 2016.



Dwight French, Water Right Services Administrator for  
THOMAS M. BYLER, DIRECTOR

STATE OF OREGON  
COUNTY OF HOOD RIVER  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

EAST FORK IRRIGATION DISTRICT  
P. O. BOX 162  
ODELL, OREGON 97044

confirms the right to use the waters of the EAST FORK HOOD RIVER, a tributary of HOOD RIVER, for IRRIGATION OF 57.0 ACRES.

This right was perfected under Permit 32101. The date of priority is OCTOBER 26, 1966. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 0.71 CUBIC FOOT PER SECOND, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

NW 1/4 SW 1/4, SECTION 4, TOWNSHIP 1 SOUTH, RANGE 10 EAST, W.M.; 3750 FEET SOUTH AND 430 FEET EAST FROM THE NW CORNER OF SECTION 4.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.

In processing the application towards issuance of the permit, it appears that a clerical error was inadvertently made in limiting the duty of water to not exceed 1/80th of one cubic foot per second of water per acre and 4.0 acre-feet per acre. In the issuance of this certificate, the duty of water has been corrected to 1/80th cubic foot per second per acre and 3.0 acre-feet per acre of water, for each acre irrigated during the irrigation season of each year, in keeping with the customary policy and determination this office setting the proper maximum limits of the right.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review of the order must be filed within the 60 days of the date of service.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

**Tax**

<b>Township</b>	<b>Range</b>	<b>Section</b>	<b>1/4,1/4 Lot</b>	<b>Acres</b>	<b>Landowner</b>	
1 North	10 East	1	NW SW	1300	1.2	Collins, Cynthia
1 North	10 East	1	SW SW	1600	2.1	Jette, Fredrick W & Mary J
1 North	10 East	1	SW SW	1700	2.8	Jette, Fredrick W & Mary J
1 North	10 East	2	SW NE	600	1.2	Endow, Aya
1 North	10 East	2	NE NW	1001	0.45	Peters, Harrison & Charlotte D
1 North	10 East	2	SE NW	1001	0.05	Peters, Harrison & Charlotte D
1 North	10 East	2	NW NW	1100	4.5	King Orchards
1 North	10 East	2	SW NW	1201	0.5	Smith, Irvine R & Sherril J
1 North	10 East	2	SW NW	1400	0.8	Kaplan, David Alan
1 North	10 East	2	SW NW	1401	1.0	Walker, Donald W. & Joan K
1 North	10 East	2	SE NW	1600	1.3	D & P Orchards, Inc
1 North	10 East	2	SE NW	1700	1.0	Wolfe, Stephen V & Carol J
1 North	10 East	2	SW SW	1804	1.6	Hanel, William W & Barbara M
1 North	10 East	3	NE SE	2600	0.8	Cathey, Richard & Anne
1 North	10 East	3	NE SE	2603	1.0	Walker, Christopher & Elaine M
1 North	10 East	3	NE SE	2701	1.5	Johnson, Vernon F. & Kristi D
1 North	10 East	3	SE SE	3100	3.0	Hanel, Kathleen M
1 North	10 East	3	SE SE	3200	1.8	Hanel, Kathleen M
1 North	10 East	14	NW NW	300	7.0	Zeman, Michael L. & Nilsa N
1 North	10 East	22	SW NE	500	0.5	Reed, Jess D & Brown, Sheila A
1 North	10 East	22	SW NE	501	1.0	Lewis, Jimmie A & Janet M
1 North	10 East	22	SW NE	502	1.0	Staley, Ralph & Sharon L
1 North	10 East	22	SW NE	504	1.0	Byrne, James & Marjorie
1 North	10 East	22	SW NE	505	0.25	Mears, Mark J & Jodie R

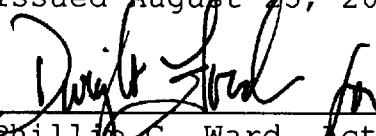
**Tax**

**Township    Range    Section 1/4,1/4    Lot    Acres    Landowner**

1 North	10 East	22	SW NE	506	0.25	Mears, Mark J & Jodie R
1 North	10 East	22	SW NE	507	1.0	Wadman, Mark B & Rebecca L
2 North	10 East	12	SE NE	400	3.0	Paasch, David A & Tedi Rae
2 North	10 East	21	SW SW	4100	0.1	Delpha A King Estate
2 North	10 East	21	SW SW	4700	0.5	Sommerville, Janet A
2 North	10 East	21	SW SW	4900	0.1	Arnold, Frank B & Gloria W
2 North	10 East	21	SW SE	5802	0.2	Sims, James E
2 North	10 East	21	NW SE	6101	0.2	Picking, Bradford G & Vicki L
2 North	10 East	27	NW NW	4400	0.9	Sheirbon, Joseph C
2 North	10 East	27	SW NW	4700	1.0	Sheirbon, Joseph C
2 North	10 East	27	NW SW	6100	1.0	Sheirbon, Joseph C
2 North	10 East	28	NW NE	2000	0.5	Sheirbon, Joseph C
2 North	10 East	28	NE SE	4000	1.8	Glacier Ranch, Inc
2 North	10 East	35	SW NE	500	3.2	Tamura Orchards, Inc
2 North	10 East	36(DC)	SW SE	700	0.6	Berquist, Lisa M
2 North	10 East	36(DC)	SW SE	800	0.3	Berquist, Lisa M
2 North	11 East	7	NE NW	1100	1.2	Laraway & Sons, Inc
2 North	11 East	7	NE NW	1200	1.8	Laraway & Sons, Inc
2 North	11 East	20	NW NW	1300	2.0	Guth, Ronald G & Margaret M

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

Issued August 25, 2004.

  
 Phillip C. Ward, Acting Director  
 Water Resources Department

Recorded in State Record of Water Right Certificates Number 80927.

42968.SB

STATE OF OREGON

COUNTY OF HOOD RIVER

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

EAST FORK IRRIGATION DISTRICT  
P.O. BOX 162  
ODELL, OREGON 97044

confirms the right to use the waters of the EAST FORK HOOD RIVER, a tributary of HOOD RIVER, for IRRIGATION OF 478.8 ACRES.

This right was perfected under Permit 29617. The date of priority is MARCH 13, 1964. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 5.99 CUBIC FEET PER SECOND, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

NW 1/4 SW 1/4, SECTION 4, TOWNSHIP 1 SOUTH, RANGE 10 EAST, W.M.; 3750 FEET SOUTH AND 430 FEET EAST FROM THE NW CORNER OF SECTION 4.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.

In processing the application towards issuance of the permit, it appears that a clerical error was inadvertently made in limiting the duty of water to not exceed 1/80th of one cubic foot per second of water per acre and 4.0 acre-feet per acre. In the issuance of this certificate, the duty of water has been corrected to 1/80th cubic foot per second per acre and 3.0 acre-feet per acre of water, for each acre irrigated during the irrigation season of each year, in keeping with the customary policy and determination this office setting the proper maximum limits of the right.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review of the order must be filed within the 60 days of the date of service.

A description of the place of use to which this right is appurtenant is as follows:

Township	Range	Section	1/4, 1/4 Lot	Tax	Acres	Landowner
1 North	10 East	1	SE NW	800	5.5	Mallon, James & Shirley
1 North	10 East	1	NE SW	1000	0.2	Mallon, James & Shirley
1 North	10 East	1	NW SE	2300	9.4	Peters, Anthony C & Harrison
1 North	10 East	1	SW SE	2300	2.8	Peters, Anthony C & Harrison
1 North	10 East	1	NW SE	2400	5.5	Nakamura, Brian & Mittan, Marla
1 North	10 East	1	SW SE	2400	1.0	Nakamura, Brian & Mittan, Marla
1 North	10 East	2	SE NW	1600	15.0	D & P Orchards, Inc
1 North	10 East	2	SE SW	1800	8.4	Pessl, H Michael
1 North	10 East	2	NW SW	1806	0.6	Wy'east Vineyards, Ltd
1 North	10 East	2	SW SW	1806	1.4	Wy'east Vineyards, Ltd
1 North	10 East	3	SW NE	500	3.6	Sheirbon, Joseph W Jr
1 North	10 East	3	SE NE	700	3.1	Burris, Betty Anita
1 North	10 East	3	NE SW	1700	12.1	Ortman, Thomas L & Kay E
1 North	10 East	3	NE SW	1800	5.9	Ortman, Thomas L & Kay E
1 North	10 East	3	NW SW	2100	2.2	Bryant, John C
1 North	10 East	3	SW SW	2100	1.3	Bryant, John C
1 North	10 East	3	SE NE	2602	1.2	Weseman, Charles E & Christine
1 North	10 East	3	NE SE	2602	3.8	Weseman, Charles E & Christine
1 North	10 East	10	NW SE	900	1.8	Dennis, Edwin J & Susan E
1 North	10 East	10	NW SE	901	0.8	Gosson, James & Gail
1 North	10 East	10	NW SE	902	0.3	Coerper, Walter & Jodi S
1 North	10 East	10	NW SE	903	3.2	Dennis, Edwin J & Susan E
1 North	10 East	10	SW SE	1000	2.0	Monaghan, Patrick
1 North	10 East	10	SW SE	1100	1.0	Stewart, Robert W & Kimberly L
1 North	10 East	11	SE SW	1600	1.0	Smith, Donald L & Mary A
1 North	10 East	11	SW SE	1603	0.3	Smith, Donald L & Mary A

1 North	10 East	11	SW SE	1700	1.1	Sharkey, Lynn & Carolyn L
1 North	10 East	11	SE SE	1700	0.7	Sharkey, Lynn & Carolyn L
1 North	10 East	11	SW SE	1702	0.9	Bales, Donald L
1 North	10 East	11	SW SE	1703	1.0	Keller, Jack R & Mary
1 North	10 East	11	SW SE	1705	0.5	Smith, Terry & Jennifer
1 North	10 East	11	SW SE	1707	9.5	Smith, Terry & Jennifer
1 North	10 East	11	SE SE	1707	0.5	Smith, Terry & Jennifer
1 North	10 East	15	SW SW	1300	3.0	Parton, Dexter & Lois
1 North	10 East	15	SW SW	1400	0.45	Hall, Charles W & Margaret
1 North	10 East	15	SW SW	1401	1.75	Jenkins, David B & Sharon E
1 North	10 East	15	SW SW	1402	3.2	Stoltz, John R & Charlene M
1 North	10 East	15	SW SW	1403	4.0	Jenkins, David B & Sharon E
1 North	10 East	15	SW SW	1404	0.45	Jenkins, David B & Sharon E
1 North	10 East	15	SW SW	1405	1.2	Stoltz, John R & Charlene M
1 North	10 East	15	SW SW	1406	7.1	Stoltz, John R & Charlene M
1 North	10 East	15	SE NE	2200	1.3	Jeppesen, J H
1 North	10 East	22	SW NE	401	0.4	Smith, Darren & Renae
1 North	10 East	22	SW NE	402	0.3	Olsen, Robert A & Mary M
1 North	10 East	22	SW NE	403	0.4	Fey, Michael
1 North	10 East	22	SW NE	405	0.4	Caryl, Paul L & Diana
1 North	10 East	22	SW NE	406	0.5	Abel, Kurt
1 North	10 East	22	SW NE	407	0.2	McCormick, John E & Nancy R
1 North	10 East	22	SW NE	408	0.2	McMahan, Hugh B & Linda B
1 North	10 East	22	SW NE	409	0.5	Church, John B & Donna Renee
1 North	10 East	22	SW SE	5200	11.2	Lowe, John E & Deltha J
1 North	10 East	22	NW NW	900	0.75	Atteburry, Stephen & Mary Ann
1 North	10 East	22	NW NW	1000	0.1	Valley Worship Center
1 North	10 East	22	NW NW	1101	0.5	Stoltz, John R & Charlene M
1 North	10 East	22	NW NW	800	0.3	Garrett, Catherine W
1 North	10 East	34	SW SW	600	3.1	Dominquez, Luis B

2 North	10 East	12	SW NE	400	4.0	Paasch, David A. & Tedi Rae
2 North	10 East	14	SW NE	300	1.4	Shadowfax Orchards, Inc
2 North	10 East	14	SE NE	300	1.1	Shadowfax Orchards, Inc
2 North	10 East	14	SW NE	400	12.8	Roy Webster Orchards
2 North	10 East	14	NW SE	400	0.8	Roy Webster Orchards
2 North	10 East	14	SE NW	1400	1.5	Roy Webster Orchards
2 North	10 East	14	SE NW	1900	4.5	Roy Webster Orchards
2 North	10 East	14	NE SW	1900	1.0	Roy Webster Orchards
2 North	10 East	14	SW SW	2600	1.5	Sheppard Orchards, Inc
2 North	10 East	22	NE NW	1500	0.4	R & N Kirby Orchards, Inc
2 North	10 East	22	NW NW	1200	1.2	R & N Kirby Orchards, Inc
2 North	10 East	22	NW NW	1300	1.9	R & N Kirby Orchards, Inc
2 North	10 East	22	NE NW	1000	3.9	Graves, Robert R & Kimberly J
2 North	10 East	24	SW SE	3700	10.0	Moore Orchards, Inc
2 North	10 East	25	NE NE	100	11.2	Moore Orchards, Inc
2 North	10 East	25	NW NE	100	0.8	Moore Orchards, Inc
2 North	10 East	25	SE SW	1100	2.6	Hinman, Dale A
2 North	10 East	25	SE SW	1200	0.5	Andresen, Sylvia M
2 North	10 East	25	SE SW	1300	2.9	Hinman, Dale A
2 North	10 East	25	SE SW	1400	5.6	Hinman, Dale A
2 North	10 East	26	NW NE	300	1.5	John DeGroot, Trustee
2 North	10 East	26	NW NE	400	0.6	Cochran, Brian L
2 North	10 East	26	NW NE	401	0.4	Udelius, Michael & Elaine
2 North	10 East	26	NW NE	700	7.5	John DeGroot, Trustee
2 North	10 East	26	NW NW	900	1.1	Vance, Lois
2 North	10 East	26	NE SE	1200	0.6	C M & W O Sheppard, Inc
2 North	10 East	27	NW SW	6600	6.8	Glacier Ranch, Inc
2 North	10 East	27	NW SW	6700	3.0	Sheirbon, Gerald L
2 North	10 East	27	SE SW	7100	1.5	Goe, Donald L & Helen M

2 North	10 East	27	NE SE	1300	0.3	Jimenez, Jesus & Eufrosina
2 North	10 East	27	NE SE	1408	0.05	Layson, John & Carolyn
2 North	10 East	27	NE SE	1409	0.1	Layson, John & Carolyn
2 North	10 East	27	SE SE	2100	0.3	Kennedy, Anna Pauline
2 North	10 East	27	SE SE	2102	0.7	Kennedy, Anna Pauline
2 North	10 East	33	NE SE	1000	25.8	Bohince, Sean & Julie
2 North	10 East	33	NW SE	1000	1.0	Bohince, Sean & Julie
2 North	10 East	34	NW NW	1502	14.7	Swihart, Matthew S & Mary H
2 North	10 East	35	SE NE	200	11.0	Yasui, Inc
2 North	10 East	35	NW NE	600	1.0	Davis P F, Davis, J A & P
2 North	10 East	35	NW NW	1600	1.0	D & P Orchards, Inc
2 North	10 East	35	NW NW	1700	0.8	Davis P F, Davis, J A & P
2 North	10 East	35	SE NW	1907	0.8	Hanel, Robert L
2 North	10 East	35	SW SE	3100	0.2	Lo, Alex
2 North	10 East	36	NW NW	1600	4.5	Hinman Orchards, Inc
2 North	10 East	36	SW NW	1700	10.0	Powell, Lillian G Trust
2 North	10 East	36	SW NW	1701	0.8	Powell, Lillian G Trust
2 North	10 East	36	NE SE	100	1.0	Swyers, Alice T
2 North	10 East	36	NE SE	300	1.3	Moilanen-Craig, Dorothy L
2 North	10 East	36	NE SE	400	0.6	Wacker, Gerald D & Geraldine
2 North	10 East	36	NE SE	600	0.2	Rhodes, David M & Diane V
2 North	10 East	36	NE SE	800	1.0	Huff, Robert D
2 North	10 East	36	NE SE	900	1.0	Wacker, Gerald D & Geraldine
2 North	10 East	36	NE SE	1200	1.0	Winer, Michael D
2 North	10 East	36	NE SE	1300	2.0	Guess, Dean E & DesRochers, D
2 North	10 East	36	NW SE	300	1.5	Tracy, Mitchell & Going, C
2 North	10 East	36	NW SE	1400	1.0	Wells, John T
2 North	11 East	6	SW NE	301	1.0	Ortega Orchards, Inc
2 North	11 East	6	SE NW	301	3.9	Ortega Orchards, Inc
2 North	11 East	6	NW NE	500	0.5	Keir, David D

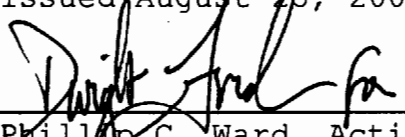
2 North	11 East	6	NE NW	500	0.4	Keir, David D
2 North	11 East	6	NW NE	600	3.3	Cheatham, J North
2 North	11 East	6	NE NW	701	1.3	Cheatham, J North
2 North	11 East	6	NE NW	800	0.5	Cheatham, J North
2 North	11 East	6	NE SW	2000	0.9	Fox, Richard H & Ellana M
2 North	11 East	6	NE SW	2001	2.1	Fox, Richard H & Ellana M
2 North	11 East	6	SE SW	2001	0.8	Fox, Richard H & Ellana M
2 North	11 East	6	NE SW	2100	2.0	Ing, George & Muriel J
2 North	11 East	6	SW SW	2500	0.6	Boyden, Daniel & Julie
2 North	11 East	6	SE SW	2500	0.1	Boyden, Daniel & Julie
2 North	11 East	6	SE SW	3300	0.2	Watts, Brian & Jeanie
2 North	11 East	6	SW SE	3400	0.2	Corrado, Vita C Trust
2 North	11 East	7	SW NE	600	2.0	Scobee, Dale P & Judith A
2 North	11 East	7	SE SE	3000	9.0	Moore, E Bruce & Mary L
2 North	11 East	7	SE SE	3003	2.0	Redhead, Henry L & Verle M
2 North	11 East	18	NW NE	100	0.45	Ceaser, Robert Trustee
2 North	11 East	18	NW NE	300	1.2	Lage Orchards, Inc
2 North	11 East	18	SE NE	400	6.0	Viewmont Orchards, LLC
2 North	11 East	18	SE NE	500	1.0	Viewmont Orchards, LLC
2 North	11 East	18	NE SW	1700	0.5	Lage Orchards, Inc
2 North	11 East	18	SW SW	2700	1.0	Viewmont Orchards, LLC
2 North	11 East	18	NE SE	3500	4.3	Viewmont Orchards, LLC
2 North	11 East	18	NE SE	3600	6.95	Viewmont Orchards, LLC
2 North	11 East	18	SE SE	3800	8.2	Viewmont Orchards, LLC
2 North	11 East	19	NE NE	100	3.1	Wells, W Gowlan & Jeanette TR
2 North	11 East	19	NW NE	100	1.0	Wells, W Gowlan & Jeanette TR
2 North	11 East	19	NE NE	101	3.5	Waller, David P & Nancy Jo
2 North	11 East	19	NE NE	102	2.0	Ellis, Robert M & Davinne
2 North	11 East	19	NE NE	200	6.3	Viewmont Orchards, LLC

2 North	11 East	19	SE NE	200	1.7	Viewmont Orchards, LLC
2 North	11 East	19	SE NE	300	2.2	Viewmont Orchards, LLC
2 North	11 East	19	SE NE	400	12.8	Viewmont Orchards, LLC
2 North	11 East	19	SE NW	600	0.8	Cascade Orchards, Inc
2 North	11 East	19	NE SW	600	0.3	Cascade Orchards, Inc
2 North	11 East	19	NW SW	600	0.1	Cascade Orchards, Inc
2 North	11 East	19	NW SE	600	0.5	Cascade Orchards, Inc
2 North	11 East	19	SW NE	800	3.1	Viewmont Orchards, LLC
2 North	11 East	19	SE NW	800	1.4	Viewmont Orchards, LLC
2 North	11 East	19	SW NE	900	1.0	Viewmont Orchards, LLC
2 North	11 East	19	NW NE	1100	1.0	Lage Orchards, Inc
2 North	11 East	19	NW NW	1300	4.0	Viewmont Orchards, LLC
2 North	11 East	19	SW NW	1700	1.5	Viewmont Orchards, LLC
2 North	11 East	19	SE NW	2100	2.0	Wells, W Gowlan & Jeanette TR
2 North	11 East	19	SW SW	3000	0.3	Evans, David & Polly Matthews
2 North	11 East	30	NW NW	3000	0.2	Evans, David & Polly Matthews
2 North	11 East	19	SE SW	3200	1.5	Rhodes, David M & Diane V
2 North	11 East	30	SW NE	500	0.6	Sischo, Sanford & Heppenstall
2 North	11 East	30	SW NE	600	0.2	Johnston, Dale M & Marilyn
2 North	11 East	30	NW SE	600	0.8	Johnston, Dale M & Marilyn
2 North	11 East	30	NE NW	902	1.7	Willis Family, Inc
2 North	11 East	30	NW NW	1200	0.8	Blue Eagle Orchards, Inc
2 North	11 East	30	SW NW	1200	4.25	Blue Eagle Orchards, Inc
2 North	11 East	30	NW NW	1302	1.6	Mt Adams Oregon, LLC
2 North	11 East	30	SW NW	1302	0.3	Mt Adams Oregon, LLC
2 North	11 East	30	SW NW	1500	0.2	Elk Mountain, LLC
2 North	11 East	30	SW NW	1501	2.0	Elk Mountain, LLC
2 North	11 East	30	SE NW	1501	7.3	Elk Mountain, LLC
3 North	10 East	36	SE NE	601	0.6	Sheppard, Craig W
3 North	11 East	31	NW SE	900	7.0	Wells, Gary W & Maureen F

3 North	11 East	31	SE NW	3001	0.8	Hayes, Robert & Susan
3 North	11 East	31	NE SW	100	6.5	Cheatham, J North
3 North	11 East	31	NW SW	100	0.2	Cheatham, J North
3 North	11 East	31	SE SW	100	3.8	Cheatham, J North
3 North	11 East	31	NW SW	101	1.7	Adams, Glenn D & Marilyn J
3 North	11 East	31	NW SW	300	0.4	Pfost, Jeffery & Beth
3 North	11 East	31	NW SW	600	0.3	Longlund, Ruth P & Nigel P
3 North	11 East	31	NW SW	601	0.2	Tiffany, Ronald R & Patricia
3 North	11 East	31	NW SW	602	0.35	Tiffany, Ronald R & Patricia
3 North	11 East	31	NW SW	800	0.8	Reed, Richard & Christie
3 North	11 East	31	NW SW	803	0.15	Thompson, Mark & Gwen
3 North	11 East	31	NW SW	1100	0.2	Daggett, Douglas C & Darlene
3 North	11 East	31	NW SW	1200	0.2	Randall, Kenneth A

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

Issued August 25, 2004.

  
 Phillip C. Ward, Acting Director  
 Water Resources Department

Recorded in State Record of Water Right Certificates Number 80929.

39634.SB

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate at any time before it has issued, and after the time has expired for the completion of the appropriation under the permit, or within three months after issuance of the certificate.

STATE OF OREGON  
COUNTY OF HOOD RIVER  
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

EAST FORK IRRIGATION DISTRICT  
P.O. BOX 162  
ODELL, OREGON 97044

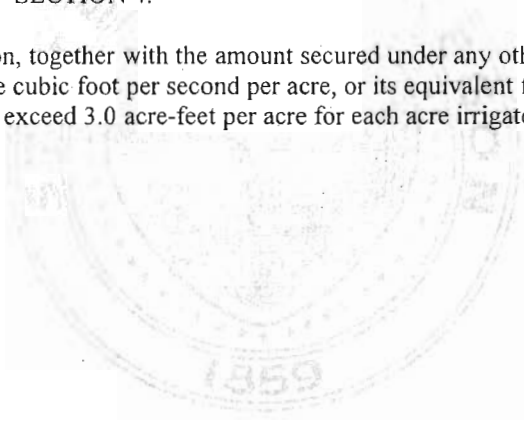
confirms the right to use the waters of the EAST FORK HOOD RIVER, a tributary of HOOD RIVER, for IRRIGATION OF 405.0 ACRES.

This right was perfected under Permit 43395. The date of priority is August 8, 1977 for 4.45 cubic feet per second (cfs) and August 3, 1978 for 0.61 cfs. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed a total of 5.06 CUBIC FEET PER SECOND, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

NW 1/4 SW 1/4, SECTION 4, TOWNSHIP 1 SOUTH, RANGE 10 EAST, W.M.; 3750 FEET SOUTH AND 430 FEET EAST FROM THE NW CORNER OF SECTION 4.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.



A description of the place of use to which this right is appurtenant is as follows:

Twp	Rng	Mer	Sec (*)	Q-Q	TAX LOT	ACRES	LANDOWNER
*(County map number as of March 17, 2005)							
1 N	10 E	WM	1	NW NE	301	7.50	Blaine, Gorham
1 N	10 E	WM	1	SW NE	301	8.30	Blaine, Gorham
1 N	10 E	WM	1	NE NW	301	4.20	Blaine, Gorham
1 N	10 E	WM	1	SE NW	800	5.00	Mallon, James & Shirley
1 N	10 E	WM	2	SW NW	1200	1.50	Mulkey, Ann L.
1 N	10 E	WM	2	SW NW	1300	0.50	Walker, Elaine M.
1 N	10 E	WM	2	NE SE	2000	1.50	Goss, Truman & Mildred
1 N	10 E	WM	2	SE SE	2000	7.50	Goss, Truman & Mildred
1 N	10 E	WM	3	NW SW	1300	8.00	Bryant, John C.
1 N	10 E	WM	3	SW SW	2100	6.00	Bryant, John C.
1 N	10 E	WM	10	NW NE	401	0.40	Reed, Charles H. & Victoria K.
1 N	10 E	WM	10	NE NW	1302	4.00	Mooney, Everett W. & Margaret
1 N	10 E	WM	10 (D)	NW SE	800	0.50	Metcalfe, Phil & Carol Lynn
1 N	10 E	WM	10 (D)	SW SE	1202	0.60	Boomer, Dave F. & Vickie E.
1 N	10 E	WM	10 (D)	NE SE	200	4.10	Mt. Hood Forest Products, LLC
1 N	10 E	WM	10 (D)	NE SE	300	4.50	Mt. Hood Forest Products, LLC
1 N	10 E	WM	11	SE SW	1601	0.50	Smith, Ronald L. & Terry A.
1 N	10 E	WM	15	SW NE	500	0.20	Nastasi, Constance R. & Carmel
1 N	10 E	WM	15	SW NE	600	0.20	Nastasi, Constance R. & Carmel
1 N	10 E	WM	15	SE NW	1100	0.50	Cosens, Guy K. & Pennie L.
1 N	10 E	WM	15	NE SE	2501	1.00	Neufeldt, Roger E. & Ada L.
1 N	10 E	WM	15	NW SE	2501	0.70	Neufeldt, Roger E. & Ada L.
1 N	10 E	WM	15	NW SE	2600	1.00	Shaw, Brian
1 N	10 E	WM	15 (A)	NE NE	100	0.60	Bailey, Arnold
1 N	10 E	WM	15 (A)	NW NE	1100	1.00	Castaneda, Felipe
1 N	10 E	WM	15 (A)	NW NE	1500	1.00	Neill, John
1 N	10 E	WM	15 (A)	SW NE	2500	0.20	Wheeler, Ann L. & Welander, Gary
1 N	10 E	WM	15 (A)	SE NE	2500	1.00	Wheeler, Ann L. & Welander, Gary
1 N	10 E	WM	15 (A)	SW NE	2600	0.40	Hinkle, Walter E. & Effie June
1 N	10 E	WM	22	SW NE	508	0.30	Harding, Keith & Karen
1 N	10 E	WM	22 (B)	NW NW	1111	2.25	King, Ed & Bonnie
1 N	10 E	WM	22 (B)	NW NW	1112	2.25	Jenkins, David B. & Sharon E.
1 N	11 E	WM	6	SW NW	600	0.10	Semple, Julie
2 N	10 E	WM	13	NE NE	100	25.00	Viewmont Orchards, LLC
2 N	10 E	WM	13	NE NE	200	0.10	Viewmont Orchards, LLC
2 N	10 E	WM	13	SE NE	200	0.15	Viewmont Orchards, LLC
2 N	10 E	WM	13	SE SW	2700	0.40	Blake, Rodney & Kerry
2 N	10 E	WM	14	SE NE	300	1.20	Shadowfax Orchards
2 N	10 E	WM	14	SW NE	400	1.00	Roy Webster Orchards
2 N	10 E	WM	14	NW NE	500	5.00	Roy Webster Orchards
2 N	10 E	WM	14	NW NE	600	0.40	Roy Webster Orchards
2 N	10 E	WM	14	NE NW	600	0.10	Roy Webster Orchards
2 N	10 E	WM	14	SE NW	600	0.50	Roy Webster Orchards
2 N	10 E	WM	14	NE NW	1400	2.00	Roy Webster Orchards
2 N	10 E	WM	14	SE NW	1400	8.00	Roy Webster Orchards

2 N	10 E	WM	14	NE SW	1900	4.00	Roy Webster Orchards
2 N	10 E	WM	14	SE SW	2800	5.30	Gale Orchards, Inc.
2 N	10 E	WM	14	NE SE	3600	3.10	Gilkerson Orchards, Inc.
2 N	10 E	WM	14	NW SE	3600	0.70	Gilkerson Orchards, Inc.
2 N	10 E	WM	16	SE SE		1.45	Franklin, Susan M. (see map 2 N 10 E 21A TL 100)
2 N	10 E	WM	16	SW SE		0.05	Franklin, Susan M. (see map 2 N 10 E 21A TL 100)
2 N	10 E	WM	21	SE NW	600	0.20	Poole, Donald R. & Cynthia J.
2 N	10 E	WM	21	SE NW	601	0.30	Poole, Donald R. & Cynthia J.
2 N	10 E	WM	21	SE NW	800	0.10	Hollamon, Barry W. & Julie
2 N	10 E	WM	21	NE SW	2900	3.40	Sheirbon, Joseph C. & Gertrude G.
2 N	10 E	WM	21	SE SW	3200	1.00	Borton, Marvin O. & Verona B.
2 N	10 E	WM	21	SE SW	3300	0.30	Helen Asbury Trust
2 N	10 E	WM	21	SE SW	3500	0.10	Jones, Walter M. & Barbara G.
2 N	10 E	WM	21	SE SW	3501	0.10	Gehrig, Ronald J. & Sherryl N.
2 N	10 E	WM	21	SE SW	3700	0.10	Porter, James Grant & Sandra Jean
2 N	10 E	WM	21	SE SW	5201	1.80	McNeill, Ronald L. & Judith H.
2 N	10 E	WM	21 (A)	NE NE	1100	2.00	Wilds, R. Janeen
2 N	10 E	WM	21 (A)	NW NE	1100	0.70	Wilds, R. Janeen
2 N	10 E	WM	21 (A)	NE NE	1200	1.30	Wilds, R. Janeen
2 N	10 E	WM	21 (A)	NE NE	1300	1.30	Philly, Jr., Minard L. & Dianne K.
2 N	10 E	WM	22 (A)	NW NE	202	0.30	Oates, Michael J. & Kathy M.
2 N	10 E	WM	22 (A)	NE NE	300	1.00	Beachman Orchards, Inc.
2 N	10 E	WM	22 (DB)	NW SE	200	1.70	Marquez, Felipe & Maria
2 N	10 E	WM	22 (DB)	NW SE	400	0.70	Glacier Ranch, Inc.
2 N	10 E	WM	24	NW SW	3200	1.00	Goe, Donald L. & Helen M., Trustee
2 N	10 E	WM	25	SE SE	4200	0.70	Santavicca, Arthur & Lavada
2 N	10 E	WM	25 (B)	SE NE	1301	0.40	Cardinal IG Company
2 N	10 E	WM	26 (BC)	SW NW	2300	1.00	Ashbaugh, Kenneth D. & Dona L.
2 N	10 E	WM	26 (BC)	SW NW	2400	0.60	Tobey, Sharon
2 N	10 E	WM	26 (BC)	SW NW	2500	0.65	Farias, Daniel & Geraldine
2 N	10 E	WM	26 (BC)	SW NW	3300	0.10	Valle, Amador & Ilda
2 N	10 E	WM	26 (BD)	SE NW	308	0.10	Nolasco, Alvaro & Campos-Nolasco, Alma Rosa
2 N	10 E	WM	26 (BD)	SE NW	3100	0.05	Torres, Jose M.
2 N	10 E	WM	27	SE NW	5200	3.20	Titus, Rick
2 N	10 E	WM	27	SE NW	5300	6.50	Smith, Steven R. & Maria C.
2 N	10 E	WM	27	SE NW	5400	2.00	Gillmourthe, Janiece E.
2 N	10 E	WM	27	NE SW	5700	0.20	Verda W. Hart Trust
2 N	10 E	WM	27	NW SW	6500	0.60	Gonzalez, Guadalupe & Rosalio
2 N	10 E	WM	27	SW SW	7000	1.00	Clarence N. Williams Trust
2 N	10 E	WM	27 (A)	NE NE	2200	1.00	Wells, James G. & Wilma J.
2 N	10 E	WM	27 (BA)	NE NW	100	0.07	McClellan, Virginia I.
2 N	10 E	WM	27 (BA)	NE NW	101	0.13	Munoz, Seferino
2 N	10 E	WM	27 (BA)	NE NW	200	0.13	Jans, Sharon S. & James M.
2 N	10 E	WM	27 (BA)	NE NW	300	0.13	Thomas, Jerry D. & Caron L.
2 N	10 E	WM	27 (BA)	NE NW	400	0.13	Campbell, Jerry W. & Sheila M.
2 N	10 E	WM	27 (BA)	NE NW	500	0.13	Benedict, Timothy D. & Kim A.
2 N	10 E	WM	27 (BA)	NE NW	600	0.13	Hobbs, Pat E. & Judith
2 N	10 E	WM	27 (BA)	NE NW	700	0.13	Simonds, Seth D.
2 N	10 E	WM	27 (BA)	NE NW	800	0.13	Smiley, Truman L. & Sharon A.
2 N	10 E	WM	27 (BA)	NE NW	900	0.08	Carter, Linda C.
2 N	10 E	WM	27 (BA)	NE NW	1000	0.08	Culpepper, Gary L. & Robyn A.
2 N	10 E	WM	27 (BA)	NE NW	1100	0.13	True, George & Erica

2 N	10 E	WM	27 (BA)	NE NW	1200	0.08	Miramontes, Salvador
2 N	10 E	WM	27 (BA)	NE NW	1300	0.08	Nichols, Hazel M.
2 N	10 E	WM	27 (BA)	NE NW	1400	0.08	Thompson, Lance M. & Patricia
2 N	10 E	WM	27 (BA)	NE NW	1500	0.08	Espinosa, Adan & Galvez, Lourdes
2 N	10 E	WM	27 (BA)	NE NW	1600	0.08	Smiley, Jason & Kimberly A.
2 N	10 E	WM	27 (BA)	NE NW	1700	0.08	Farlow, Bonnie K.
2 N	10 E	WM	27 (BA)	NE NW	1800	0.08	Woody, John W. & Brenda L.
2 N	10 E	WM	27 (BA)	NE NW	1900	0.08	Perez, Pablo A. & Pamela J.
2 N	10 E	WM	27 (BA)	NE NW	2000	0.08	Olsen-Pullen, Lorene M.
2 N	10 E	WM	27 (BA)	NE NW	2100	0.08	Miller, Steven Ray
2 N	10 E	WM	27 (BA)	NE NW	2200	0.08	Munoz, Jaime & Alicia J.
2 N	10 E	WM	27 (BA)	NE NW	2300	0.07	Jaynes, Mark
2 N	10 E	WM	27 (BA)	NE NW	2400	0.07	Varga, Robert J.
2 N	10 E	WM	27 (BA)	NE NW	2500	0.07	Reyes, Valentin & Rufina
2 N	10 E	WM	27 (BA)	NE NW	2600	0.07	Magana, Blake G. & Ernestina
2 N	10 E	WM	27 (BA)	NE NW	2700	0.07	Justice, Thomas J. & Colletta J.
2 N	10 E	WM	27 (BA)	NE NW	2800	0.07	Salamanca, Ramon & Guillermina
2 N	10 E	WM	27 (BA)	NE NW	2900	0.07	Coon, Larry D. & Donna K.
2 N	10 E	WM	27 (BA)	NE NW	3000	0.07	Daniels, Paul G.
2 N	10 E	WM	27 (BA)	NE NW	3100	0.07	Yaw, Robert & Veronica
2 N	10 E	WM	27 (BA)	NE NW	3200	0.07	Macias, Felicia & Armando
2 N	10 E	WM	27 (BA)	NE NW	3300	0.07	Castro, Ines C.
2 N	10 E	WM	27 (BA)	NE NW	3400	0.07	Jensen, Lester & Leticia
2 N	10 E	WM	27 (BA)	NE NW	3500	0.07	Wood, Andrea M. & Kyle M.
2 N	10 E	WM	27 (BA)	NE NW	3600	0.07	Lee, Gayle A. & Standley A.
2 N	10 E	WM	27 (BA)	NE NW	3700	0.07	Henderson, Brent A. & Mary C.
2 N	10 E	WM	27 (BA)	NE NW	3800	0.07	Endow, Terry & Denise
2 N	10 E	WM	27 (BA)	NE NW	3900	0.07	Serrano, Raul
2 N	10 E	WM	27 (BA)	NE NW	4000	0.07	Gandara, Reynaldo M.
2 N	10 E	WM	27 (BA)	NE NW	4100	0.07	Webb, Adam & Nikki
2 N	10 E	WM	27 (BA)	NE NW	4200	0.07	Rutherford, Betty M.
2 N	10 E	WM	27 (BA)	NE NW	4300	0.07	Chavarria, Eliseo & Maria B.
2 N	10 E	WM	27 (BA)	NE NW	4400	0.07	Elliott, Clifford S. & Debra J.
2 N	10 E	WM	27 (BA)	NE NW	4500	0.07	Solis, Obaldo & Imelda
2 N	10 E	WM	27 (BA)	NE NW	4600	0.07	Shewey, Bobby & Amber
2 N	10 E	WM	27 (BA)	NE NW	4700	0.07	De La Torre, Juan M. & Yolanda
2 N	10 E	WM	27 (BA)	NE NW	4800	0.07	De Sitter, Linda L. & Louis A.
2 N	10 E	WM	27 (BA)	NE NW	4900	0.07	Glenn, James F. & Dianna R.
2 N	10 E	WM	27 (BA)	NE NW	5000	0.07	Villafana, Miguel
2 N	10 E	WM	27 (BA)	NE NW	5100	0.07	Gamboa, Fidel & Gloria
2 N	10 E	WM	27 (BA)	NE NW	5200	0.07	Shewey, Beatrice A.
2 N	10 E	WM	27 (BA)	NE NW	5300	0.07	Castro, Enrique
2 N	10 E	WM	27 (BA)	NE NW	5400	0.07	Daniels, Paul G.
2 N	10 E	WM	27 (BA)	NE NW	5600	0.12	Riggleman, Debra M.
2 N	10 E	WM	27 (BA)	NE NW	5700	0.07	Loirengel, Ldee & Debra L.
2 N	10 E	WM	27 (BA)	NE NW	5800	0.07	Ball, Jeannie A.
2 N	10 E	WM	27 (BA)	NE NW	5900	0.07	Smith, Evert C.
2 N	10 E	WM	27 (BA)	NE NW	6000	0.07	Murillo, Gerardo & Manzo, Maria
2 N	10 E	WM	27 (BA)	NE NW	6100	0.07	Jimenez, Valente & Veronica M.
2 N	10 E	WM	27 (BA)	NE NW	6200	0.07	Windsor, Stanley A. & Zirena
2 N	10 E	WM	27 (BA)	NE NW	6300	0.07	Meza, Adalberto & Rosalba
2 N	10 E	WM	27 (BA)	NE NW	6400	0.07	Marquez, Juan L. & Clementina

2 N	10 E	WM	28	SW NE	1600	1.40	Williams, Jack & Judy
2 N	10 E	WM	28	NE NW	2100	0.80	Middle Mtn. Orchards, Inc.
2 N	10 E	WM	28	NE NW	2101	0.20	Marsh, Richard D. & Sharon L.
2 N	10 E	WM	28	SE NW	2700	1.70	Eastman, Douglas A. & Brenda K.
2 N	10 E	WM	28	SW NW	2800	5.00	Golden Mountain, LLC
2 N	10 E	WM	28	NE SW	2900	1.50	Golden Mountain, LLC
2 N	10 E	WM	28	NW SW	2900	5.25	Golden Mountain, LLC
2 N	10 E	WM	28	NE SW	2903	19.40	Golden Mountain, LLC
2 N	10 E	WM	28	SW SW	2903	14.90	Golden Mountain, LLC
2 N	10 E	WM	28	SE SW	2903	25.10	Golden Mountain, LLC
2 N	10 E	WM	28	NE SE	4000	1.00	Glacier Ranch, Inc.
2 N	10 E	WM	28	NE SE	4300	8.00	Moe, Fred E.
2 N	10 E	WM	29	NW NE	200	0.10	Cardon, L. Boyd & Donna
2 N	10 E	WM	29	NW SW	501	0.50	Ocheskey, Brent R. & Emily A.
2 N	10 E	WM	29	NE SW	502	0.50	Schrinkel, Michael & Nicole
2 N	10 E	WM	29	NW SW	503	0.50	Vaday, Louis S. & Deborah J.
2 N	10 E	WM	29	NE SW	505	0.20	Schuppe, Robert H. & Barbara M. Trustee
2 N	10 E	WM	29	NE SW	507	0.10	Chenoweth, Arthur & Deborah
2 N	10 E	WM	29	NW SW	510	0.10	White, David A. & Katy L.
2 N	10 E	WM	29	NE SW	511	0.10	Prouty, Stanley D. & Kathryn L.
2 N	10 E	WM	29	NW SW	600	2.00	Reichel, Douglas J.
2 N	10 E	WM	29	SW SW	600	1.80	Reichel, Douglas J.
2 N	10 E	WM	29	SW SW	900	2.00	Hill, Robert M.
2 N	10 E	WM	30	SE SE	900	0.25	Petty, Leta E.
2 N	10 E	WM	33	NE NW		0.60	Golden Mountain, LLC (see map 2 N 10 E Sec 28 TL 2903)
2 N	10 E	WM	34	NE NE	101	2.20	Evans, David O. & Polly
2 N	10 E	WM	34	SE NE	101	0.40	Evans, David O. & Polly
2 N	10 E	WM	34	SE NW	1700	1.00	Arnold, Richard J. & Charlotte S.
2 N	10 E	WM	34	SW SW	3502	3.60	Wild, David W. & Reolla J.
2 N	10 E	WM	35	SE NE	200	19.20	Yasui, Philip
2 N	10 E	WM	35	SE NE	300	0.70	Yasui, Philip
2 N	10 E	WM	35	SW NE	500	1.00	Tamura Orchards, Inc.
2 N	10 E	WM	35	NW SE	3500	0.50	Munos, Jess K.
2 N	10 E	WM	36	NE NE	100	1.30	Sheirbon, Gerald
2 N	10 E	WM	36	NE NE	300	1.80	Sawyer, Thomas E. & Ellen H.
2 N	10 E	WM	36	NE NE	301	2.00	Dominguez, Fred & Traci
2 N	10 E	WM	36	NE NE	302	1.00	Weekly, Christopher E. & Christy D.
2 N	10 E	WM	36	SE NE	600	9.00	Gehrig, Ronald J. & Sherryl N.
2 N	10 E	WM	36	SE NE	800	6.00	Moore, Sally
2 N	10 E	WM	36	SW NE	1002	0.50	Dunn, Amy & Steve
2 N	10 E	WM	36	SW NE	1100	1.00	O'Neill, Karen J. & Heinemann, Nigel
2 N	10 E	WM	36	NW NE	1200	6.00	Collins, Reva Revocable Living Trust
2 N	10 E	WM	36	NW NE	1301	0.80	Collins, Reva Revocable Living Trust
2 N	10 E	WM	36	NW NE	1500	5.00	Marquis, Howard R. & Erlinda G.
2 N	10 E	WM	36 (DA)	NE SE	1000	4.00	Cederstam, Eric R.
2 N	11 E	WM	6	SW NW	1201	1.70	Lariza Orchards, Inc.
2 N	11 E	WM	6	SW NW	1400	3.00	Hood River County Forestry Dept. - Panorama Pt.
2 N	11 E	WM	6	SW NW	1600	0.30	Arechaga, Susan M.
2 N	11 E	WM	6	SE NW	1700	1.00	Corelli, Patrick D.
2 N	11 E	WM	6	SW NW	1800	0.15	Ing, George & Muriel
2 N	11 E	WM	6	SE NW	1800	2.80	Ing, George & Muriel
2 N	11 E	WM	6	NE SW	1901	3.40	Ing, George & Muriel

2 N	11 E	WM	7	NE NE	200	1.50	Rabin, Michelle B. & Bushberg, Sandy M.
2 N	11 E	WM	7	NE NE	201	0.50	Jenkins, Lee J.
2 N	11 E	WM	7	NW NE	300	2.00	Phyllis A. Nafsinger Living Trust
2 N	11 E	WM	19	NE NE	101	2.50	Waller, David P. & Nancy Jo
2 N	11 E	WM	19	SE NE	400	5.20	Viewmont Orchards, LLC
2 N	11 E	WM	19	NW SW	2601	0.30	Fir Mt. Orchard Company
2 N	11 E	WM	19	NW SE	3300	3.50	Swyers, George M.
2 N	11 E	WM	19	SW SE	3300	6.10	Swyers, George M.
2 N	11 E	WM	30	NW NE	200	1.60	Laughlin, Loretta
2 N	11 E	WM	30	SW NE	400	0.30	Shelton, Paul & Norma E.
2 N	11 E	WM	30	SE NW	700	11.50	Elk Mountain, LLC
2 N	11 E	WM	30	NW SW	1600	2.70	Spengler, Steven G. & Wilma R.
3 N	11 E	WM	31	NW SE	900	3.00	Wells, Gary W. & Maureen F. U-4
3 N	11 E	WM	31 (B)	NE NW	300	1.00	Bryant, John C.
3 N	11 E	WM	31 (B)	NE NW	301	0.35	Bryant, C. Ann
3 N	11 E	WM	31 (B)	NE NW	401	1.00	Hull, Donald W.
3 N	11 E	WM	31 (B)	NW NW	600	0.15	Brown, Gerald & Dawn
3 N	11 E	WM	31 (B)	NE NW	1406	0.50	Tveidt, Carroll & Ferne J.
3 N	11 E	WM	31 (B)	NW NW	1408	0.20	Charest, Thomas B.
3 N	11 E	WM	31 (B)	NE NW	3002	0.25	Wood, John M.
3 N	11 E	WM	31 (B)	SE NW	3002	0.45	Wood, John M.
3 N	11 E	WM	31 (B)	NE NW	3004	0.30	Kelly, Daniel J.
3 N	11 E	WM	31 (B)	SE NW	3004	0.30	Kelly, Daniel J.
3 N	11 E	WM	31 (C)	SW SW	100	1.80	Cheatham, J. North
3 N	11 E	WM	31 (C)	SE SW	100	1.20	Cheatham, J. North
3 N	11 E	WM	31 (C)	NW SW	1400	0.80	McKenzie-Sherpa, Maureen & McKenzie, Mike
3 N	11 E	WM	31 (C)	SW SW	1400	1.70	McKenzie-Sherpa, Maureen & McKenzie, Mike
3 N	11 E	WM	31 (C)	SE SW	1700	0.80	Lariza Orchards, Inc.
3 N	11 E	WM	31 (C)	SE SW	1800	4.70	Kroeger, Michael W.

**TOTAL ACRES: 405.00**

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

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Phillip C. Ward, Director  
Water Resources Department

Recorded in State Record of Water Right Certificates Number 84803 .