UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary.

COOPERATIVE AGREEMENT FOR THE PURPOSE OF CONSERVING AND PROTECTING THE WATER SUPPLY OF THE CITY OF ASHLAND, OREGON.

This AGREEMENT made and entered into this 21st day of August one thousand, nine hundred and twenty-nine by and between the City of Ashland, State of Oregon, through J. Edw. Thornton, its Mayor, and the United States Department of Agriculture, through R. W. Dunlap, Acting Secretary of Agriculture, WITNESSETH that,

WHEREAS, the following described lands: all national forest lands in townships 39 and 40 south, ranges 1 west and 1 east, W.M. within the watershed of Ashland Creek, comprising approximately 11,432 acres, within the boundaries of the Crater National Forest, are within the watershed from which the water supply of the City of Ashland is obtained;

NOW, THEREFORE, for the purpose of conserving and protecting the water supply of the said city, it is agreed:

1. That before entering into any agreement for the cutting of timber or removal of other forest products from national forest lands within the area, the officials of the City of Ashland will be consulted and full consideration will be given to any requirements the City of Ashland may desire to impose as necessary for the safeguarding of the water supply.

2. That in permitting the use of said lands for timber cutting or other purposes, full consideration shall be given to the preservation

of the volume and purity of the city water supply, and if the proper state or federal agencies shall determine, after due study and investigation, that the city water supply is being or will be diminished, contaminated or polluted through permitted operations upon said lands, and there is no other more practicable remedy for the situation, the Secretary, so far as he has legal authority to do so, will cause such permitted operations to be restricted, modified or discontinued.

3. Grazing of livestock on national forest lands in the watershed will not be authorized by the Forest Service except with the consent of the officials of the City of Ashland. Any fencing or other improvements found necessary to effectively exclude livestock from the watershed or to aid in safeguarding the water supply will be constructed and maintained by the City under special use permit to be issued by the Forest Supervisor.

4. So far as practicable with the means at his disposal, the Secretary of Agriculture will extend and improve the forests upon these lands by seeding and planting, and by the most approved methods of silviculture and forest management.

5. The Forest Service will administer and protect the area in connection with adjoining national forest lands. Should the City of Ashland desire any special protective measures not provided by the regular Forest Service administration, they may be obtained at the expense of the City of Ashland by the appointment of additional employees to be appointed by and to be directly responsible to the Forest Supervisor of the Crater National Forest, but their compensation will be paid by the said City at the same rate as men employed by the Forest Service on similar duties.

6. Both parties reserve the right to terminate this agreement at any time on notice to the other party, provided that all obligations under the agreement up to the date of the termination have been met.

The undersigned agree to the above propositions and agree to carry them out so far as they have official power and authority to do so.

CITY OF ASHLAND,

By J. Earl Thornton

Mayor

Attest:

Gertrude Reid

Recorder.

P. N. Dunlap

Acting

Secretary of Agriculture

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