

Regular

RA

ASSIGNED

Name Deming Ranch, Land and Cattle, LLC
 Address 2064 Camp Whitney Circle
Rocklin, CA 95765

DESCRIPTION OF WATER RIGHT(s)

Name of Stream A WeirTrib. of Deming CreekUse Irrigation

County _____

Quantity of water (CFS) _____

No. of Acres _____

Name of ditch _____

App# G10909Per # G10126Cert # 83235PR Date 3-28-1983

App# _____

Per # _____

Cert # _____

PR Date _____

App# _____

Per # _____

Cert # _____

PR Date _____

App# _____

Per # _____

Cert # _____

PR Date _____

App# _____

Per # _____

Cert # _____

PR Date _____

Change in POUDate Filed 5-30-2023

Initial notice date _____

DPD issued date _____

PD issued date 4/12/2024PD notice date 4/16/2024Date of FO 7/2/2024 Vol 131 Page 486-489

C-Date _____

COBU due date _____

COBU Received date _____

Certificate issued _____

FEES PAID

Date	Amount	Receipt #
5-30-23	\$2,590.00	140832
5-30-2023	\$125.00	140818
7-27-23	\$1598.00	141266
4-3-25	\$1208	144969

FEES REFUNDED

Date	Amount	Receipt #

Assignments: 4-8-2025 Flying T Land & Cattle, Inc. PO Box 362, La Grange, CA 95329

Irrigation District _____

Agent All Points Engineering & Surveying inc

CWRE _____

CC's list _____

☐ - Oversized map - Location



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone 503 986-0900
Fax 503 986-0904
www.oregon.gov/owrd

April 8, 2025

Flying T Land & Cattle, Inc.
PO Box 362
La Grange, CA 95329

Reference: Transfer T-14255

Reference: Transfer T-14303

The assignments from Demming Ranch Land and Cattle LLC to Flying T Land & Cattle, Inc. have been recorded in the records of the Water Resources Department.

The Departments records will now show Flying T Land & Cattle, Inc. as the transfer holder of record.

Our records have been changed accordingly and the original requests are enclosed. Receipt number 144969 covering the recording fees is also enclosed.

A transfer is not a perfected water right, and has conditions and timelines that must be satisfied prior to a Certificate of Water Right being issued. Please review the transfers to be familiar with the conditions and timelines contained in the transfers.

Sincerely,

Mary F. Bjork
Water Rights Program Analyst
Water Right Services Division

Enclosure: Original Request and Receipt #144969

cc: Demming Ranch Land and Cattle LLC – 2064 Camp Whitney Circle, Rocklin, CA 95765
Data Center, OWRD (cover letter & request)
File

Oregon Water Resources Department

Date 3/28/2025
Type Bill
Reference T-14255
Bill T-14303

Original Amt.
120.00
120.00

Balance Due
120.00
120.00

3/28/2025
Discount

1170

Check Amount

Payment
120.00
120.00
240.00

US Bank - 2825

240.00

Received
APR 03 2025
OWRD

STATE OF OREGON
WATER RESOURCES DEPARTMENT

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # 144969

INVOICE #

RECEIVED FROM: Flying T Land & Cattle Inc
BY:

APPLICATION
PERMIT
TRANSFER

CASH: ☐ CHECK: # 1170 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 240.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$

OTHER: (IDENTIFY) \$

0243 I/S Lease 0244 Muni Water Mgmt. Plan 0245 Cons. Water

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$

0410 RESEARCH FEES \$

0408 MISC REVENUE: (IDENTIFY) \$

TC162 DEPOSIT LIAB. (IDENTIFY) \$

0240 EXTENSION OF TIME \$

WATER RIGHTS:

0201 SURFACE WATER EXAM FEE 0202 RECORD FEE \$

0203 GROUND WATER EXAM FEE 0204 RECORD FEE \$

0205 TRANSFER EXAM FEE

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR EXAM FEE 0219 LICENSE FEE \$

LANDOWNER'S PERMIT EXAM FEE 0220 LICENSE FEE \$

0250 OTHER (IDENTIFY) Assignment 20120.00

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ CARD#

0210 MONITORING WELLS \$ CARD#

OTHER (IDENTIFY)

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FWWRD) \$

0231 HYDRO LICENSE FEE (FWWRD) \$

HYDRO APPLICATION \$

TREASURY OTHER / RDX

FUND TITLE

OBJ. CODE VENDOR #

DESCRIPTION \$

RECEIPT:

144969

DATED: 4/3/25

BY: AR

Request for Assignment

OREGON



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/owrd

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Deming Ranch Land and Cattle LLC
(Name of Current Holder of Record)

3069 Camp Whitney Circle Rocklin CA 95765 916-212-5472
(Mailing Address) (City) (State) (Zip) (Phone #)

☒ hereby assign all my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, sold all the land authorized under the right)

☐ hereby assign all my interest in and to a portion of application/permit/transfer order/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/transfer order/limited license/groundwater statement to be assigned. Example, sold a portion of the land authorized under the right)

☐ hereby assign a portion of my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, adding an additional person)

Application # _____; Permit # _____; Transfer Order # T-14303;

Limited License # _____; Groundwater Statement # _____;

as filed in the office of the Water Resources Director, to:

Flying T Land + Cattle, Inc.
(Name of New Owner)

P.O. BOX 362 La Grange, CA 95329 209-853-2855
(Mailing Address) (City) (State) (Zip) (Phone #)

Note: If there are other owners of the property described in the application, permit, transfer order, limited license, or groundwater statement, you must provide a list of all other owners' names and mailing addresses and attach it to this form. Write the initials (first letters) of your first and last names at the spot indicated below.

I hereby certify that I have notified all other owners of the property described in this application, permit, transfer order, limited license, or groundwater statement of this Request of Assignment.

Witness my hand this 22 day of July, 2024.
(Day) (Month) (Year)

Signature of Current Holder of Record [Signature]

Failure to provide any of the required information will result in the return of your application.

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.

Fee receipt # 144969

For Director by Mary F. Bjork, Program Analyst in Water Rights Division. MOB

The completed "Request for Assignment" form must be submitted to the Department along with the recording fee of \$120.

Received

APR 03 2025 WR

OWRD

Assign - Approve
JTB 4-10-2025

Request for Assignment



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/owrd

If the Department determines that the application is incomplete, fees have not been paid, or the required documents are not acceptable, the application and all fees submitted will be returned to the applicant.

If for multiple rights, a separate form and fee for each right will be required.

I, Dewey Ranch Land and Cattle LLC
(Name of Current Holder of Record)
3064 Camp Whitney Circle Rocklin CA 95765
(Mailing Address) (City) (State) (Zip) (Phone #) 916-212-5472

- ☒ hereby assign all my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, sold all the land authorized under the right)
- ☐ hereby assign all my interest in and to a portion of application/permit/transfer order/limited license/groundwater statement; (You must include a map showing the portion of the application/permit/transfer order/limited license/groundwater statement to be assigned. Example, sold a portion of the land authorized under the right)
- ☐ hereby assign a portion of my interest in and to the entire application/permit/transfer order/limited license/groundwater statement; (example, adding an additional person)

Application # _____; Permit # _____; Transfer Order # T-14255

Limited License # _____; Groundwater Statement # _____

as filed in the office of the Water Resources Director, to:

Flying T Land + Cattle, Inc.
(Name of New Owner)
P.O. BOX 362 La Grange, CA 95329 209-853-2855
(Mailing Address) (City) (State) (Zip) (Phone #)

Note: If there are other owners of the property described in the application, permit, transfer order, limited license, or groundwater statement, you must provide a list of all other owners' names and mailing addresses and attach it to this form. Write the initials (first letters) of your first and last names at the spot indicated below.

_____ I hereby certify that I have notified all other owners of the property described in this application, permit, transfer order, limited license, or groundwater statement of this Request of Assignment.

Witness my hand this 22 day of July, 2024
(Day) (Month) (Year)

Signature of Current Holder of Record X [Signature]

Failure to provide any of the required information will result in the return of your application.

This certifies assignment and record change at Oregon Water Resources Department effective 8:00 a.m. on date of receipt at Salem, Oregon.

Fee receipt # 144969

For Director by Mary F. Bjork, Program Analyst in Water Rights Division. MFB

The completed "Request for Assignment" form must be submitted to the Department along with the recording fee of \$120.

Last updated: July 20, 2021

Request for Assignment

Received_{WR}

APR 03 2025

OWRD

Assign - Approve
4-10-2025
BDB



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

July 2, 2024

Deming Ranch Land & Cattle, LLC
Daniel Kominek
2064 Camp Whitney Circle
Rocklin, CA 95765

REFERENCE: Transfer Application T-14255

Enclosed is a copy of the final order approving your water right transfer application.

The time allowed to complete the transfer is specified in the final order. YOU SHOULD GIVE PARTICULAR ATTENTION TO THE TIME LIMIT. The water right for any portion of the authorized change in character of use or change in place of use NOT carried out within the time allowed will be lost.

An extension of the time limit can be allowed only upon a showing that diligent effort has been made to complete the actual change(s) within the time allowed.

You are required to hire a Certified Water Rights Examiner (CWRE) to complete a Claim of Beneficial Use report and map which must be submitted to this Department within one year of the date you complete the change(s) or within one year of the completion date authorized in the transfer final order, whichever occurs first.

If you have any questions related to the approval of this transfer, you may contact your caseworker, Kim French, by telephone at (503) 979-9607 or by e-mail at Kim.r.french@water.oregon.gov.

Sincerely,

Elyse D. Richman
Water Rights Services Support
Transfers and Conservation Section

cc: Tom D. Skiles, Watermaster Dist. # 17 (via email)
Scott D. Montgomery, Agent

Enclosure

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Transfer Application)	FINAL ORDER
T-14255, Klamath County)	APPROVING A CHANGE
)	IN PLACE OF USE

Authority

Oregon Revised Statutes (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. Oregon Administrative Rules (OAR) Chapter 690, Division 380 implement the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

Applicant

DEMING RANCH LAND AND CATTLE LLC
2064 CAMP WHITNEY CIRCLE
ROCKLIN, CA 95765

Findings of Fact

1. On June 6, 2023, DEMING RANCH LAND AND CATTLE, LLC filed an application to change the place of use under Certificate 83235. The Department assigned the application number T-14255.
2. Notice of the application for transfer was published on June 13, 2023, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
3. On December 18, 2023, the Department sent a copy of the draft Preliminary Determination proposing to approve Transfer Application T-14255 to the applicant. The draft Preliminary Determination cover letter set forth a deadline of January 18, 2024, for the applicant to respond. The applicant requested that the Department proceed with issuance of a Preliminary Determination and provided the necessary information to demonstrate that the applicant is authorized to pursue the transfer.
4. On April 12, 2024, the Department issued a Preliminary Determination proposing to approve Transfer Application T-14255 and sent a copy to the applicant. Additionally, notice of the Preliminary Determination for the transfer application was published in the Department's weekly notice on April 16, 2024, pursuant to ORS 540.520 and OAR 690-380-4020. No protests were filed in response to the notice.

5. The right to be transferred is as follows:

Certificate: 83235 in the name of BERNARD L. AND RHEA E. SIMONSEN TTBS, SIMONSEN FAMILY TRUST AND PAUL WILLIAM SIMONSEN (perfected under Permit G-10126)

Use: IRRIGATION OF 1.3 ACRES AND SUPPLEMENTAL IRRIGATION OF 307.8 ACRES

Priority Date: MARCH 28, 1983

Rate: 3.85 CUBIC FEET PER SECOND

Limit/Duty: The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0 acre-feet for each acre irrigated during the irrigation season of each year, provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein.

Source: A WELL in the SPRAGUE RIVER BASIN

Authorized Point of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
36 S	14 E	WM	24	NE SW	1510 FEET NORTH AND 1750 FEET EAST FROM THE SW CORNER OF SECTION 24

Authorized Place of Use:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	24	NE SW	1.3

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	24	SW SW	36.4
36 S	14 E	WM	24	SE SW	23.6
36 S	14 E	WM	24	SW SE	0.8
36 S	14 E	WM	25	NE NW	40.0
36 S	14 E	WM	25	NW NW	16.4
36 S	14 E	WM	25	SE NW	40.0
36 S	14 E	WM	25	NE SW	37.6
36 S	14 E	WM	25	NW SE	25.6
36 S	14 E	WM	25	SW SE	39.8
36 S	14 E	WM	25	SE SE	11.6
36 S	14 E	WM	36	NW NE	36.0
TOTAL					307.8

6. Transfer Application T-14255 proposes to change the place of use of the right to:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	26	SE NE	1.3

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	26	SW NE	30.2
36 S	14 E	WM	26	SE NE	32.1
36 S	14 E	WM	26	SE NW	10.0
36 S	14 E	WM	26	NE SW	13.4
36 S	14 E	WM	26	NW SW	21.5
36 S	14 E	WM	26	SW SW	40.0
36 S	14 E	WM	26	SE SW	40.0
36 S	14 E	WM	26	NE SE	25.0
36 S	14 E	WM	26	NW SE	16.3
36 S	14 E	WM	26	SW SE	40.0
36 S	14 E	WM	26	SE SE	39.3
TOTAL					307.8

Transfer Review Criteria [OAR 690-380-0100(14), 690-380-4010(2) and OAR 690-380-2110(2)]

7. Water has been within the last five years prior to the submittal of Transfer Application T-14255 according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.
8. A water delivery system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-14255.
9. The water right is subject to transfer as defined in ORS 540.505(4) and OAR 690-380-0100(14).
10. The proposed change, as conditioned, would not result in enlargement of the right.
11. The proposed change, as conditioned, would not result in injury to other existing water right.
12. All other application requirements are met.

Conclusions of Law

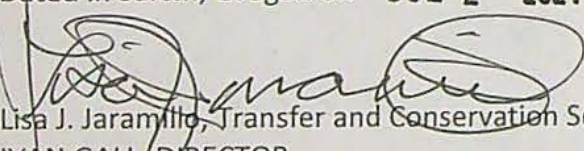
The change in place of use proposed in Transfer Application T-14255 is consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000.

Now, therefore, it is ORDERED:

1. The change in place of use proposed in Transfer Application T-14255 is approved.
2. The right to the use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 83235 and any related decree.

3. Approval of this transfer application does not constitute nor grant legal access onto or through another person's property for purposes of accessing the new place of use.
4. Water right Certificate 83235 is cancelled.
5. The former place of use of the transferred right shall no longer receive water under the right.
6. Water Use Measurement Conditions:
 - a. Before water use may begin under this order, the water user shall install a totalizing flow meter, or, with prior approval of the Director, another suitable measuring device, at each point of appropriation.
 - b. The water user shall maintain the meters or measuring devices in good working order.
 - c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.
7. Full beneficial use of the water shall be made, consistent with the terms of this order, on or before **October 1, 2025**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the change and full beneficial use of the water.
8. After satisfactory proof of beneficial use is received, a new certificate confirming the right transferred will be issued.

Dated in Salem, Oregon on **JUL 2 - 2024**


Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
IVAN GALL, DIRECTOR
Oregon Water Resources Department

Mailing Date: **JUL 3 - 2024**

WATER RIGHT TRANSFER COVER SHEET

Transfer: T-14255

Transfer Specialist:

Transfer Type: Regular Transfer

Reimbursement Authority? ☒

LSM

Applicant: DANIEL KOMINEK 2064 CAMP WHITNEY CIRCLE ROCKLIN, CA 95765	Agent: SCOTT D. MONTGOMERY PO BOX 767 TERREBONNE, OR 97760	Receiving Landowner:
Current Landowner if other than Applicant:	CWRE:	Irrigation District:
Affected Local Gov'ts:	Affected Tribal Gov't:	BOR Notified (date):

Water Rights Affected

File Marked	App. File # or Decree Name	Permit	Certificate	RR/CR Needed	RR/CR Nos.
<input type="checkbox"/>	G10909	G10126	83235	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Key Dates & Initial Actions (Support Staff)

Rec'd: June 6, 2023	Proposed Action(s): PLACE OF USE	
Fees Pd: 2590.00	Acknowledgement Letter Sent <input type="checkbox"/>	Basin: 14 Klamath
Initial Public Notice:	County sent cc: of Ack Letter <input type="checkbox"/>	County: KLAMATH
WM District: 17 Danette M. Watson	WM Review request sent:	WM Review date received:
ODFW District:	ODFW Review sent:	ODFW Review date received:
Groundwater	GW Review sent:	GW Review date received:

Caseworker Actions: Newspaper & PD Notice:

Newspaper notice needed: <input type="checkbox"/>	Name of Newspaper:
Newspaper notice sent to coordinator:	Newspaper notice quote requested (NRS1):
Request for news \$ sent:	News \$ received:
Affidavit of publication received:	Last day of publication:

Peer Review:

Document	Drafted	Peer Review	Coordinator	Changes Made	Signature Bin	Signature Date
DPD	Date: ? Initials: RF	Date: ? Initials: DL	Date: ? Initials: PRS	Date: _____ Initials: _____	CW Sent: _____ WM Sheet <input type="checkbox"/> ODFW Sheet: <input type="checkbox"/>	N/A
PD	Date: ? Initials: RF	Date: 3-28-24 Initials: DL	Date: ? Initials: PRS	Date: _____ Initials: _____ Data Review Date: 2-28-24	Date: 3-28-24	Date: 4/2/24
FO	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ No. of docs for sig: _____	Date: 7/2/24

Special Issues: _____



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone 503 986-0900
Fax 503 986-0904
www.oregon.gov/owrd

April 12, 2024

VIA CERTIFIED MAIL AND E-MAIL

Applicant

DEMING RANCH LAND AND CATTLE, LLC
2064 CAMP WHITNEY CIRCLE
ROCKLIN, CA 95765

SUBJECT: Water Right Transfer Application T-14255

Please find enclosed the Preliminary Determination indicating that, based on the information available, the Department intends to approve application T-14255. This document is an intermediate step in the approval process; water may not be used legally as proposed in the transfer application until a Final Order has been issued by the Department. Please read this entire letter carefully to determine your responsibility for additional action.

A public notice is being published in the Department's weekly publication, simultaneously with issuance of the Preliminary Determination. The notice initiates a period in which any person may file either a protest opposing the decision proposed by the Department in the Preliminary Determination or a standing statement supporting the Department's decision. The protest period will end 30 days after the Department's notice.

If no protest is filed, the Department will issue a Final Order consistent with the Preliminary Determination. You should receive a copy of the Final Order about 30 days after the close of the protest period.

If a protest is filed, the application may be referred to a contested case proceeding. A contested case provides an opportunity for the proponents and opponents of the decision proposed in the Preliminary Determination to present information and arguments supporting their position in a quasi-judicial proceeding.

Please don't hesitate to contact me at 503 979-9607 or Kim.R.French@water.oregon.gov, if I may be of assistance.

Sincerely,

Kim French
Transfer Specialist
Transfer and Conservation Section

BEFORE THE WATER RESOURCES DEPARTMENT
OF THE
STATE OF OREGON

In the Matter of Transfer Application)	PRELIMINARY DETERMINATION
T-14255, Klamath County)	PROPOSING APPROVAL OF A CHANGE IN
)	PLACE OF USE

Authority

Oregon Revised Statutes (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. Oregon Administrative Rules (OAR) Chapter 690, Division 380 implement the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

Applicant

DEMING RANCH LAND AND CATTLE LLC
2064 CAMP WHITNEY CIRCLE
ROCKLIN, CA 95765

Findings of Fact

1. On June 6, 2023, DEMING RANCH LAND AND CATTLE, LLC filed an application to change the place of use under Certificate 83235. The Department assigned the application number T-14255.
2. Notice of the application for transfer was published on June 13, 2023, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
3. On December 18, 2023, the Department sent a copy of the draft Preliminary Determination proposing to approve Transfer Application T-14255 to the applicant. The draft Preliminary Determination cover letter set forth a deadline of January 18, 2024, for the applicant to respond. The applicant requested that the Department proceed with issuance of a Preliminary Determination and provided the necessary information to demonstrate that the applicant is authorized to pursue the transfer.

Pursuant to OAR 690-380-4030, any person may file a protest or standing statement within 30 days after the last date of publication of the newspaper notice or the Department's weekly notice as prescribed by OAR 690-380-4020, whichever is later, of this preliminary determination.

4. The right to be transferred is as follows:

Certificate: 83235 in the name of BERNARD L. AND RHEA E. SIMONSEN TTBS,
SIMONSEN FAMILY TRUST AND PAUL WILLIAM SIMONSEN (perfected
under Permit G-10126)

Use: IRRIGATION OF 1.3 ACRES AND SUPPLEMENTAL IRRIGATION OF 307.8
ACRES

Priority Date: MARCH 28, 1983

Rate: 3.85 CUBIC FEET PER SECOND

Limit/Duty: The amount of water used for irrigation, together with the amount secured
under any other right existing for the same lands, is limited to a diversion
of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0
acre-feet for each acre irrigated during the irrigation season of each year,
provided further that the right allowed herein shall be limited to any
deficiency in the available supply of any prior right existing for the same
land and shall not exceed the limitation allowed herein.

Source: A WELL in the SPRAGUE RIVER BASIN

Authorized Point of Appropriation:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
36 S	14 E	WM	24	NE SW	1510 FEET NORTH AND 1750 FEET EAST FROM THE SW CORNER OF SECTION 24

Authorized Place of Use:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	24	NE SW	1.3

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	24	SW SW	36.4
36 S	14 E	WM	24	SE SW	23.6
36 S	14 E	WM	24	SW SE	0.8
36 S	14 E	WM	25	NE NW	40.0
36 S	14 E	WM	25	NW NW	16.4
36 S	14 E	WM	25	SE NW	40.0
36 S	14 E	WM	25	NE SW	37.6
36 S	14 E	WM	25	NW SE	25.6
36 S	14 E	WM	25	SW SE	39.8
36 S	14 E	WM	25	SE SE	11.6
36 S	14 E	WM	36	NW NE	36.0
TOTAL					307.8

5. Transfer Application T-14255 proposes to change the place of use of the right to:

IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	26	SE NE	1.3

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
36 S	14 E	WM	26	SW NE	30.2
36 S	14 E	WM	26	SE NE	32.1
36 S	14 E	WM	26	SE NW	10.0
36 S	14 E	WM	26	NE SW	13.4
36 S	14 E	WM	26	NW SW	21.5
36 S	14 E	WM	26	SW SW	40.0
36 S	14 E	WM	26	SE SW	40.0
36 S	14 E	WM	26	NE SE	25.0
36 S	14 E	WM	26	NW SE	16.3
36 S	14 E	WM	26	SW SE	40.0
36 S	14 E	WM	26	SE SE	39.3
TOTAL					307.8

Transfer Review Criteria [OAR 690-380-0100(14), 690-380-4010(2) and OAR 690-380-2110(2)]

6. Water has been within the last five years prior to the submittal of Transfer Application T-14255 according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.
7. A water delivery system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-14255.
8. The water right is subject to transfer as defined in ORS 540.505(4) and OAR 690-380-0100(14).
9. The proposed change, as conditioned, would not result in enlargement of the right.
10. The proposed change, as conditioned, would not result in injury to other existing water right.
11. All other application requirements are met.

Determination and Proposed Action

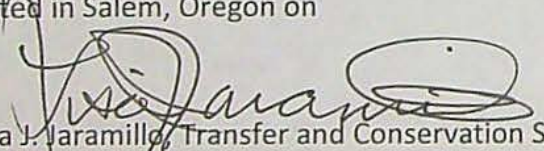
The change in place of use proposed in Transfer Application T-14255 appears to be consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved.

If Transfer Application T-14255 is approved, the final order will include the following:

1. *The change in place of use proposed in Transfer Application T-14255 is approved.*

2. *The right to the use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 83235 and any related decree.*
3. *Approval of this transfer application does not constitute nor grant legal access onto or through another person's property for purposes of accessing the new place of use.*
4. *Water right Certificate 83235 is cancelled.*
5. *The former place of use of the transferred right shall no longer receive water under the right.*
6. *Water Use Measurement Conditions:*
 - a. *Before water use may begin under this order, the water user shall install a totalizing flow meter, or, with prior approval of the Director, another suitable measuring device, at each point of appropriation.*
 - b. *The water user shall maintain the meters or measuring devices in good working order.*
 - c. *The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.*
7. *Full beneficial use of the water shall be made, consistent with the terms of this order, on or before **October 1, 2025**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the change and full beneficial use of the water.*
8. *After satisfactory proof of beneficial use is received, a new certificate confirming the right transferred will be issued.*

Dated in Salem, Oregon on


Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
DOUGLAS E. WOODCOCK, ACTING DIRECTOR
Oregon Water Resources Department

This Preliminary Determination was prepared by Kim French. If you have questions about the information in this document, you may reach me at 503-979-9607 or Kim.R.French@water.oregon.gov.

Protests

Under the provisions of ORS 540.520(6) & (7) and OAR 690-380-4030, within 30 days after the last date of publication of the newspaper notice or the Department's weekly notice as prescribed by OAR 690-380-4020, whichever is later, any person may file, jointly or severally, a protest expressing opposition of approval of the transfer application and disagreement with this Preliminary Determination or a standing statement in support of this Preliminary Determination. If this Preliminary Determination determines that a change in point of diversion or appropriation would result in injury, the applicant may file a notification of intent to pursue approval of the transfer under OAR 690-380-5030 to 690-380-5050. Protests and standing statements must be received by the Water Resources Department within 30 days after the last date of publication of the newspaper notice or the Department's weekly notice as prescribed by OAR 690-380-4020, whichever is later.

Protests must be in writing and received in hard copy form with the appropriate statutory protest filing fee; protests cannot be filed by electronic mail. [OAR 690-002-0025(3) and 690-380-0100(9)]. The protest must include the following:

- The person's name, address, and telephone number;
- All reasonably ascertainable issues and all reasonably available arguments supporting the person's position by the close of the protest period. Failure to raise a reasonably ascertainable issue in a protest or failure to provide sufficient specificity to afford the Department an opportunity to respond to the issue may preclude consideration of the issue during the hearing;
- If you are the applicant, a protest fee of \$480 required by ORS 536.050; and
- If you are not the applicant, a protest fee of \$950 required by ORS 536.050 and proof of service of the protest upon the applicant.

Requests for Standing

Under the provisions of OAR 690-380-4030(5), the Department shall provide to persons who have filed standing statements as defined under OAR 690-380-0100(11) notice of any differences between the Department's Preliminary Determination and the Final Order, notice of a hearing on the application under OAR 137-003-0535, and an opportunity to request limited party status or party status in the hearing.

Requests for standing must be received in the Water Resources Department no later than 30 days after the last date of publication of the newspaper notice or the Department's weekly

notice as prescribed by OAR 690-380-4020, whichever is later. Requests for standing must be in writing, and must include the following:

- The requester's name, mailing address and telephone number;
- If the requester is representing a group, association or other organization, the name, address and telephone number of the represented group;
- A statement that the requester supports the preliminary determination as issued.

After the protest period has ended, the Director will either issue a Final Order or schedule a contested case hearing. The contested case hearing will be scheduled only if a protest has been filed under OAR 690-380-4030. In accordance with OAR 690-380-4200, notice and conduct of the hearing shall:

- Be under the applicable provisions of ORS 183.310 to 183.550, pertaining to contested cases, and the hearing shall be held in the area where the rights are located unless all parties stipulate otherwise; and
- If a protest has asserted that a water right to be transferred has been forfeited through non-use, include the notice and procedures described in OAR 690-017-0500 to 690-017-0900.

If after hearing the Department issues a proposed Final Order finding that a change in point of diversion or appropriation will result in injury, the applicant may file a notification of intent to pursue approval of the transfer under OAR 690-380-5030 to 690-380-5050 within 15 days of receipt of the proposed order. Notwithstanding 690-002-0175, if the applicant files a notification of intent to pursue approval of the transfer under 690-380-5030 to 690-380-5050, the deadline for filing exceptions to the proposed order shall be 30 days after the Department provides notice to the parties that the transfer does not meet the requirements of 690-380-5030 to 690-380-5050.

If you do not request a hearing within 30 days after the close of the protest period, or if you withdraw a request for a hearing, notify the Department or the administrative law judge that you will not appear, or fail to appear at a scheduled hearing, the Director may issue a final order by default. If the Director issues a Final Order by default, the Department designates the relevant portions of its files on this matter, including all materials that you have submitted relating to this matter, as the record for purpose of proving a *prima facie* case upon default.

You may be represented by an attorney at the hearing. Legal aid organizations may be able to assist a party with limited financial resources. Generally, partnerships, corporations, associations, governmental subdivisions, or public or private organizations are represented by an attorney. However, consistent with OAR 690-002-0020 and OAR 690-137-0555, an agency representative may represent partnerships, corporations, associations, governmental

subdivisions or public, or private organizations if the Department determines that appearance of a person by an authorized representative will not hinder the orderly and timely development of the record in this case.

Notice Regarding Servicemembers: Active-duty servicemembers have a right to stay proceedings under the federal Servicemembers Civil Relief Act. 50 U.S.C. App. §§501-597b. For more information contact the Oregon State Bar at 800-452-8260, the Oregon Military Department at 971-355-4127, or the nearest United States Armed Forces Legal Assistance Office through <http://legalassistance.law.af.mil>.

If you have questions about how to file a protest or if you have previously filed a protest and you want to know the status, please contact Will Davidson at 503-507-2749.

If you have questions about the Department or any of its programs, please contact our Water Resources Customer Service Group at 503-986-0900.

Address any correspondence to: Oregon Water Resources Department, Transfer and Conservation Section, 725 Summer Street NE, Suite A, Salem OR 97301-1266.



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

www.oregon.gov/owrd

December 18, 2023

VIA E-MAIL

Applicant

DEMING RANCH LAND AND CATTLE, LLC

2064 CAMP WHITNEY CIRCLE

ROCKLIN, CA 95765

Reference: Water Right Transfer Application T-14255

Your water right transfer is in the first of three phases of processing. Enclosed is a draft of the Department's Preliminary Determination regarding Transfer Application T-14255. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. Your response and submittal of the items outlined below are required by January 18, 2024.

Required items needing your immediate attention:

1. Please carefully review the Draft Preliminary Determination to verify that it accurately reflects the changes you intend to make and to become familiar with the proposed conditions.
2. **Respond in writing** by January 18, 2024, with acknowledgement that you agree to the proposed action and conditions.
3. If you find any errors, please let me know.
4. **REQUIRED:** You must submit a **Report of Ownership** for the lands where the water right is currently located (i.e., the FROM lands). This report:
 - a) Must be prepared by a title company;
 - b) Shall include a "prepared by" statement and the date the title company prepared the report printed on the cover sheet;
 - c) Must:
 - i. Be prepared no earlier than 3 months prior to the date of issuance of the Draft Preliminary Determination showing current ownership; **OR**
 - ii. Be prepared within 3 months of the date the water right conveyance agreement was recorded; **OR**
 - iii. Show ownership for the FROM land at the time a water right conveyance agreement was recorded.

If water right conveyance agreements are involved, it is helpful to provide copies of those agreements along with the Report of Ownership.

IMPORTANT: In order for the Department to clearly understand the date that the title company prepared the Report of Ownership, the title company must indicate/state the date that they prepared the report on the coversheet and/or first page of the report.

- d) Must include a list of owners at the time the report was generated; **AND**
 - e) Must include a legal description of the property where the water right to be transferred is currently located (i.e., the FROM lands).
5. You must provide a notarized statement of consent signed by any landowner listed in the Report of Ownership who is not already included in the transfer application. The Department's statement of consent form (**Consent By Deeded Landowner**) is available at: [https://www.oregon.gov/OWRD/WRDFormsPDF/consent to transfer form.pdf](https://www.oregon.gov/OWRD/WRDFormsPDF/consent%20to%20transfer%20form.pdf)

Conditions of your water right...

The Watermaster has required a water measurement device at the new diversion point prior to diversion of water. Enclosed is a contact information sheet to assist you in pursuing additional information or approval of the required (or alternate) device(s).

Please note the proposed date by which all conditions must be met: October 1, 2025. If the required completion date is insufficient to comply with any of the conditions, you may request more time, at no cost to you, during this stage of processing. **Please let me know by the comment deadline if you will need more time and explain the reasons why.**

What happens next...

Once the preliminary determination is issued a publication period is required. The Department will publish a notice in their weekly publication, which opens a 30-day period in which the transfer can be protested.

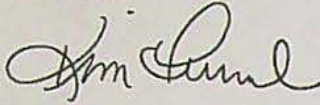
Issuance of the Preliminary Determination will occur shortly after we receive:

1. Your written response to the conditions and proposed action in the Draft Preliminary Determination (e-mail is acceptable); and
2. The Report of Ownership, including affidavits of consent from any landowners shown in the ownership report who have not signed the transfer application. The title company must indicate/state the date that they prepared the ownership report on the coversheet and/or first page of the report.

If we do not receive the items listed above by January 18, 2024, a Preliminary Determination may be issued denying the application as incomplete.

Please don't hesitate to contact me at 503-979-9607 or Kim.R.French@water.oregon.gov if I may be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim French", written in a cursive style.

Kim French
Transfer Specialist
Transfer and Conservation Section

cc: Transfer Application file T-14255
Tom Skiles, District 17 Watermaster (*via e-mail*)
Scott D. Montgomery, Agent for the applicant (*via e-mail*)

encs

Oregon Water Resources Department

Measurement Condition Information for the Applicant

(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T- 14255



In order to avoid enlargement of the right or injury to other rights, a totalizing flowmeter will be required to be installed prior to diversion of water, as a condition of this transfer:



at each point of diversion/appropriation (new and existing) OR



at each new point of diversion/appropriation.

For additional information, or to obtain approval of a different type of measurement device, the applicant should contact the area Watermaster:

Watermaster name:

District: 17

Address: 3125 Crosby Ave

City/State/Zip: Klamath Falls, OR

Phone: 971-375-5424

Email: tom.d.skiles@water.oregon.gov

Note: If a device other than the one specified in the Preliminary Determination or Final Order is approved by the Watermaster, fill out and mail the form below to the Salem office.

Approval of an Alternate Measurement Device

T- 14255

(to be filled out after consultation with the applicant, or after a site visit)

On behalf of the Director, I authorize use of the following suitable alternate measurement device:

Tom Skiles

Digitally signed by Tom Skiles
DN: cn=Tom Skiles, o=Oregon Water Resources Department, ou=Oregon Water Resources Department, email=Tom.Skiles@water.oregon.gov, c=US

Watermaster signature

17

District

10/27/2023

Date

If this form is used for approval of an alternative measurement device, it must be mailed to:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

7-14255



300 Klamath Ave., Klamath Falls, OR 97601
PHONE (541)883-3401 FAX (541)882-0620

E-RECEIVED

January 16, 2024

OWRD

To: Fay Ranches, Inc.
555 NW 3rd St., Ste. 2
Prineville, OR 97754
Attn: Jerry Hicks

Date: January 4, 2024
Order No. 618876AM
Reference: 20850 Campbell Rd.
Bly, OR 97622

Your File No.:

We have enclosed our Status of Record Title Report pertaining to order number 618876AM.

Thank you for the opportunity to serve you. Your business is appreciated!

If you have any questions or need further assistance, please do not hesitate to contact your Title Officer listed below.

Sincerely,

Tonya Clayborn

tonya.clayborn@amerititle.com
Title Officer

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



300 Klamath Ave., Klamath Falls, OR 97601
PHONE (541)883-3401 FAX (541)882-0620

STATUS OF RECORD TITLE

Jerry Hicks
Fay Ranches, Inc.
555 NW 3rd St., Ste. 2
Prineville, OR 97754
Your Reference No.

January 5, 2024
Title Number: 618876AM
Title Officer: Tonya Clayborn
Fee: \$200.00

We have searched the status of record title as to the following described property:

Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon;
Section 23: Beginning at a point 100 feet West of the Southeast corner of the SW1/4 SE 1/4 of Section 23; thence North 200 feet; thence West 200 feet; thence South 200 feet; thence East 200 feet to the point of beginning.
Section 24: All
Section 25: N 1/2 NW1/4 NW 1/4; E 1/2 NW1/4; NE 1/4 SW 1/4; E 1/2 NE 1/4; SE 1/4; W 1/2 NE 1/4,
Section 26: All
Section 36: NW1/4 NE 1/4

Vestee:

Morgan Twin Holdings, LLC, an Oregon Limited Liability Company as to an undivided ninety percent (90%) interest and Rafter DK, LLC, a California Limited Liability Company as to an undivided ten percent (10%) interest

and dated as of **December 27, 2023** at 7:30 a.m.

Said property is subject to the following on record matters:

1. Taxes assessed under Code No. 092 Account No. 363797 Map No. 3614-00000-04500
The 2023-2024 Taxes: \$2,104.64
Balance Due: \$1,403.09, plus interest, unpaid.
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said Land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
3. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
4. Special Assessment disclosed by the Klamath tax rolls:
For: Klamath Lake Grazing
5. Special Assessment disclosed by the Klamath tax rolls:
For: Fire Patrol Surcharge

6. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
7. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Sprague River and Deming Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Sprague River and Deming Creek.

All matters arising from any shifting in the course of Sprague River and Deming Creek including but not limited to accretion, reliction and avulsion.

8. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: A S Center
Recorded: June 25, 1928
Instrument No.: Volume 80, page 575
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company, a corporation
Recorded: November 18, 1946
Instrument No.: Volume 198, page 401
Recorded: November 22, 1946
Instrument No.: Volume 199, page 53
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Weyerhaeuser Company, a corporation
Recorded: April 6, 1971
Instrument No.: M71 Page 2842
and
Recorded October 11, 1971
Instrument No.: M71 Page 10644
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company, a corporation
Recorded: November 7, 1977
Instrument No.: M77, page 21405
12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company, a corporation
Recorded: May 19, 1980
Instrument No.: M80, page 9150
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company, a corporation
Recorded: June 27, 1990
Instrument No.: M90, page 12572

14. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$2,022,060.00
Trustor/Grantor: Deming Ranch Land & Cattle, LLC, a California limited liability company
Trustee: Aspen Title & Escrow
Beneficiary: Farm Credit West, FLCA
Dated: October 20, 2009
Recorded: November 12, 2009
Instrument No.: 2009-014504
15. Agreement, including the terms and provisions thereof,
Dated: January 14, 2013
Recorded: February 7, 2013
Instrument No.: 2013-001426
Between: Klamath Basin Rangeland Trust, an Oregon nonprofit corporation (KBRT)
And: Deming Ranch Land & Cattle, LLC, a California limited liability company (the Deming Ranch)
16. Easement, Road Use Agreements, and Rights-of-way Assignment and Assumption Agreement, including the terms and provisions thereof,
Recorded: September 29, 2014
Instrument No.: 2014-010042
17. Access Easement and Bypass Flow Covenant, including the terms and provisions thereof,
Recorded: June 27, 2016
Instrument No.: 2016-006743
18. Notice of Federal Participation, including the terms and provisions thereof,
Recorded: August 14, 2018
Instrument No.: 2018-009637
19. Tenants in Common Agreement Memorandum, including the terms and provisions thereof,
Recorded: April 14, 2023
Instrument No.: 2023-002792

Re-recorded: April 18, 2023
Instrument No.: 2023-002887

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering growing crops or fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

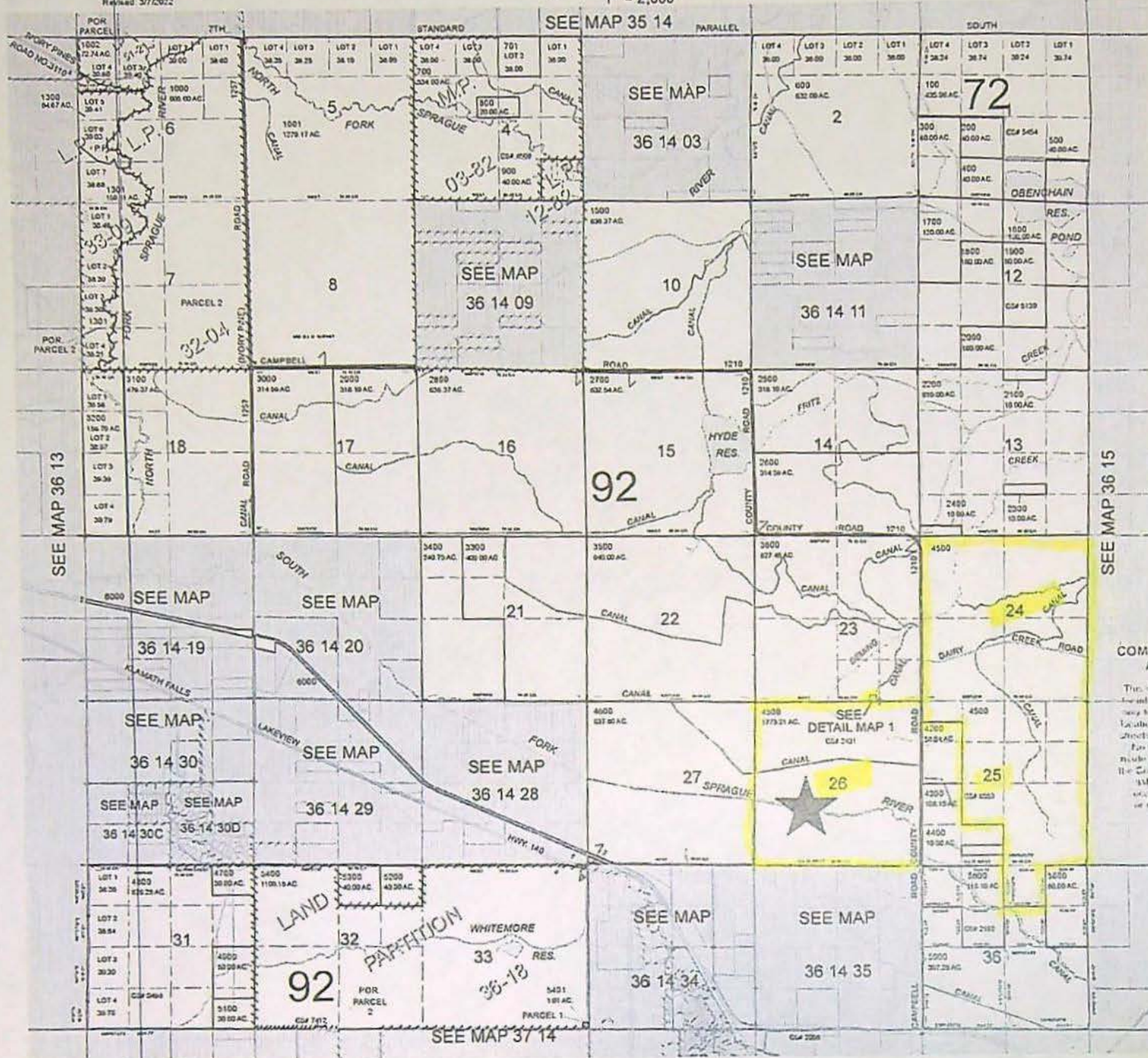
"Superior Service with Commitment and Respect for Customers and Employees"

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

Revised 3/7/2022

T.36S. R.14E. W.M
KLAMATH COUNTY
1" = 2,000'

36 14
& INDEX



Cancelled No
3500
600 M

SEE MAP 36 15

COMPLIMENTS OF
AmenTitle

This sketch is intended
for information purposes
only. It is not to be used
in place of a survey.
Location with reference to
streets and other parcels.
This representation is
made as to accuracy and
the Company assumes no
liability for any loss
suffering by reason
of reliance thereon.

36 14
& INDEX

E-RECEIVED

January 16, 2024

OWRD

T-14255

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
DEMING RANCH LAND & CATTLE, LLC**

OPERATING AGREEMENT (this "Agreement") of Deming Ranch Land & Cattle, LLC (the "Company") dated as of the 15th day of September, 2011, by Morgan Twin Holdings, LLC, and Rafter DK (each, a "Member").

RECITAL

A. On September 2, 2009, Articles of Organization (as amended from time to time, the "Articles") were filed for Deming Ranch Land & Cattle, LLC, with the California Secretary of State.

B. The Members have formed, and now desire to operate, a limited liability company under the Beverly-Killea Limited Liability Company Act (codified in Corporations Code section 17000 et seq.) (as amended or superseded from time to time, the "Act").

ARTICLE I

The Limited Liability Company

1.1 Management. The Members shall manage the Company through its representatives, Steven K. Morgan and Daniel J. Kominek, and the Members shall be the Managers of the Company (the "Manager").

1.2 Successor Managers. In the event that Steven K. Morgan and Daniel J. Kominek are unable or unwilling to serve as Managers by reason of death, incapacity or insanity, then Nicki S. Kominek shall be the Manager.

1.3 Name. The name of the Company is "Deming Ranch Land & Cattle, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.4 Business Purpose; Powers. The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.5 Office and Agent. The Company shall continuously maintain an office and registered agent in the State of California as required by the Act. The principal office of the Company shall be at 3855 Atherton Road, Rocklin, CA 95765, or such location as the Member may determine. The registered agent shall be as stated in the Articles of Organization or as otherwise determined by the Member.

1.6 Term. Subject to the provisions of Article VI below, the Company shall have perpetual existence.

ARTICLE II **The Members**

2.1 The Members. The name and address of the Members are as set forth on Schedule A of the Agreement.

2.2 Actions by the Members; Meetings. The Members may approve a matter or take any action at a meeting or without a meeting by the written consent of the Members. Meetings may be called at any time by the Members.

2.3 Liability of the Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.4 Power to Bind the Company. The Members (acting in their capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

2.5 Admission of Members. New members shall be admitted only upon the approval of a majority of the Members.

ARTICLE III **The Board**

3.1 Management By Manager. The business, property and affairs of the Company shall be managed by the Manager. The Manager shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs.

3.2 Powers of Manager. Without limiting the generality of Section 3.1, but subject to the limitations set forth elsewhere in this Agreement, the Manager shall have all necessary power to manage and carry out the purposes, business, property and affairs of the Company, including, without limitation, the power to exercise on behalf and in the name of the Company all of the powers described in the Act.

3.3 Officers and Related Persons. The Manager shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Manager deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

ARTICLE IV
Capital Structure and Contributions

4.1 **Capital Structure.** The capital structure of the Company shall consist of one class of common interests (the "Common Units"). All Common Units shall be identical with each other in every respect. The Members shall own all of the Common Units issued and outstanding, as set forth on Schedule A attached hereto.

4.2 **Capital Contributions.** From time to time, the Manager may determine that the Company requires capital and may request the Members to make capital contribution(s) in an amount determined by the Manager; provided, however, that the Members are not required to make such capital contribution(s). A capital account shall be maintained for the Members, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE V
Profits, Losses and Distributions

5.1 **Profits and Losses.** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Manager. In each year, profits and losses shall be allocated entirely to the Members.

5.2 **Distributions.** The Manager shall determine profits available for distribution and the amount, if any, to be distributed to the Members, and shall authorize and distribute on the Common Units, the determined amount when, as and if declared by the Manager. The distributions of the Company shall be distributed entirely to the Members.

ARTICLE VI
Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

- (a) The happening of any event of dissolution specified in the Articles;
- (b) The Members in majority vote for dissolution; or
- (c) The entry of a decree of judicial dissolution pursuant to Section 17351 of the Corporations Code.

ARTICLE VII
Transfer of Interests in the Company

The Members may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Units and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Units are to be transferred

agreeing to be bound by the terms of this Agreement as amended from time to time, such person shall be admitted as a member and only upon written approval from a majority of the Members.

ARTICLE VIII

Exculpation and Indemnification

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Members, Managers, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the foregoing, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

8.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Board. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 8.2.

8.3 Amendments. Any repeal or modification of this Article VIII by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article VIII, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE IX

Miscellaneous

9.1 Tax Treatment. The Manager shall file the Company tax returns. It is the objective of the Members to minimize cumulative taxable income and all tax treatment of

income and expenses, and required elections (where alternatives are available under the applicable law) shall be made to achieve that objective. The Manager shall instruct the CPA to employ conservative accounting methods to ensure that each item of profit and loss is accurately stated.

9.2 Certification of Units. The Common Units held by the Members are set forth in Schedule A of this Agreement. The Company may in its discretion issue certificates to the Members representing the Common Units held by each Member.

9.3 Amendments. Amendments to this Agreement and to the Articles of Organization shall be approved in writing by a majority of the Members. An amendment shall become effective as of the date specified in the approval of the Members or if none is specified as of the date of such approval or as otherwise provided in the Act.

9.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; *provided, however*, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Members regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Members with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof.

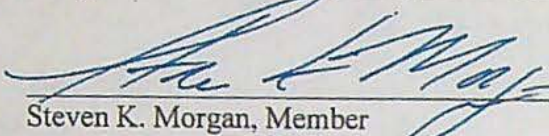
9.6 Limited Liability Company. The Members intend to form a limited liability company and does not intend to form a partnership under the laws of the State of California or any other laws.

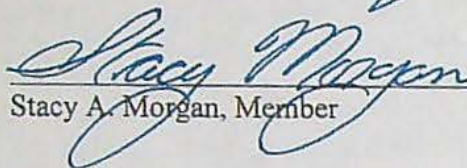
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Operating Agreement as of the day first above written.

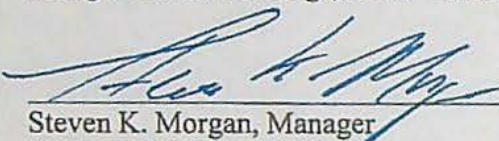
MEMBERS OF DEMING RANCH LAND & CATTLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Morgan Twin Holdings, LLC, a California limited liability company


Steven K. Morgan, Member



Stacy A. Morgan, Member

Morgan Twin Holdings, LLC - Manager:

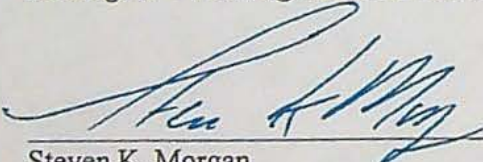

Steven K. Morgan, Manager

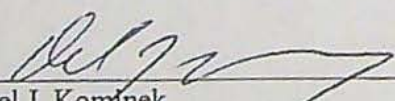
Rafter DK, a California general partnership


Daniel J. Kominek, Partner


Nicki S. Kominek

Managers - Deming Ranch Land & Cattle, LLC:


Steven K. Morgan


Daniel J. Kominek

SCHEDULE A

Member's Name & Address	Member's Capital Contribution	Member's Percentage Interest
Morgan Twin Holdings, LLC 5687 Ridge Park Drive Loomis, CA 95650	\$5,100.00	51%
Rafter DK 100 Old Airport Road Auburn, CA 95603	\$4,900.00	49%

**OPERATING AGREEMENT
FOR
DEMING RANCH LAND & CATTLE, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT IS MADE EFFECTIVE AS OF SEPTEMBER 1, 2009, BY AND AMONG THE PARTIES LISTED ON THE SIGNATURE PAGES HEREOF (COLLECTIVELY REFERRED TO AS THE "MEMBERS" OR INDIVIDUALLY AS A "MEMBER"), WITH REFERENCE TO THE FOLLOWING FACTS:

A. On September 2, 2009, Articles were filed for Deming Ranch Land & Cattle, LLC with the California Secretary of State.

B. The Members desire to adopt and approve an operating agreement for the Company under the Act.

NOW, THEREFORE, the Members by this Agreement set forth the operating agreement for the Company upon the terms and subject to the conditions of this Agreement.

ARTICLE 1. DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below:

"Act" shall mean the Beverly-Killea Limited Liability Company Act (codified in Corporations Code sections 17000 et seq.), as amended or superseded from time to time.

"Adjusted Capital Account Deficit" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after effecting the following adjustments:

(a) credit to such Capital Account any amounts which the Member is obligated to restore and the Member's share of Member Nonrecourse Debt Minimum Gain and Company Minimum Gain; and

(b) debit to such Capital Account the items described in Regulations sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

"Affiliate" shall mean any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Manager. The term "control," as used in the immediately preceding sentence, shall mean, with respect to a corporation or limited liability company, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Agent" shall have the meaning ascribed to it in Section 10.01.

"Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Articles" shall mean the Articles of Organization for the Company originally filed with the California Secretary of State and as amended from time to time.

"Assignee" shall mean the owner of an Economic Interest who has not been admitted as a substitute Member in accordance with Article 7.

"Bankruptcy" shall mean: (a) the filing of an application by a Member for, or such Member's consent to, the appointment of a trustee, receiver, or custodian of such Member's other assets; (b) the entry of an order for relief with respect to a Member in proceedings under the United States Bankruptcy Code, as amended or superseded from time to time; (c) the making by a Member of a general assignment for the benefit of creditors; (d) the entry of an order, judgment, or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of a Member unless the proceedings and the person appointed are dismissed within ninety (90) days; or (e) the failure by a Member generally to pay the Member's debts as the debts become due within the meaning of United States Bankruptcy Code section 303(h)(1), as determined by the Bankruptcy Court, or the admission in writing of the Member's inability to pay the Member's debts as such debts become due.

"Capital Account" shall have the meaning ascribed to it in Section 3.02.

"Code" shall mean the Internal Revenue Code of 1986, as amended or superseded from time to time, and to the extent applicable, the Regulations.

"Company Minimum Gain" shall have the meaning ascribed to the term "partnership minimum gain" in Regulations section 1.704-2(d).

"Company" shall mean Deming Ranch Land & Cattle, LLC, a limited liability company under the laws of the State of California.

"Corporations Code" shall mean the California Corporations Code, as amended or superseded from time to time.

"Distributable Cash" shall mean the amount of cash which the Manager deems available for distribution to the Members, taking into account all of the Company's debts, liabilities and obligations then due, and working capital and amounts which the Manager deems necessary for the Company's business or to place into revenues for customary and usual claims with respect to the Company's business.

"Economic Interest" shall mean the right to receive distributions of the Company's assets and allocations of income, gain, loss, deduction, credit and similar items from the Company pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in the management, or, except as

provided in section 17106 of the Corporations Code, any right to information concerning the business and affairs of the Company.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

"Majority Interest" shall mean those Members who hold a majority of the Percentage Interests that all Members hold.

"Manager" shall mean the Members, or any other person who becomes a manager of the Company pursuant to Sections 2.01 and 5.01.

"Member Nonrecourse Debt Minimum Gain" shall have the meaning ascribed to the term "partner nonrecourse debt minimum gain" in Regulations section 1.704-2(i)(2).

"Member Nonrecourse Debt" shall have the meaning ascribed to the term "partner nonrecourse debt" in Regulations section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall have the meaning ascribed to the term "partner nonrecourse deductions" in Regulations section 1.704-2(i)(1).

"Member" shall mean each Person who is an initial signatory to this Agreement, has been admitted to the Company as a Member in accordance with the Articles or this Agreement or is an Assignee who has become a Member in accordance with Article 7.

"Membership Interest" shall mean a Member's entire interest in the Company, including the Member's Economic Interest, the right to vote on or participate in the management, and the right to receive information concerning the business and affairs of the Company.

"Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with Regulations section 1.704-1(b) and under the method of accounting of the Company determined at the close of each Fiscal Year or portion thereof.

"Nonrecourse Liability" shall have the meaning ascribed to the term "nonrecourse liability" in Regulations section 1.752-1(a)(2).

"Percentage Interest" shall mean the percentage of a Member set forth opposite the name of such Member under the column "Member's Percentage Interest" in **Exhibit A** hereto, as such percentage may be adjusted from time to time pursuant to the terms of this Agreement. The Member's Percentage Interest shall in proportion to their Capital Contributions.

"Person" shall mean an individual, partnership, limited partnership, limited liability company, corporation, trust, estate, association or any other entity.

"Property" shall mean that certain right and interest in and to the property described in Exhibit B.

"Regulations" shall mean the final or temporary regulations that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Tax Matters Partner" shall have the meaning ascribed to it in Section 8.04.

ARTICLE 2. ARTICLE 2. ORGANIZATIONAL MATTERS

2.01. Management. Steven K. Morgan and Daniel J. Kominek shall be the Managers of the Company.

2.02. Name. The name of the Company shall be "Deming Ranch Land & Cattle, LLC." The Company may conduct business under that name or any other name approved by the Manager. The Manager shall file any fictitious name certificates and similar filings, and any amendments thereto, that the Managers consider appropriate or advisable.

2.03. Term. The term of the Company commenced as of the date of the filing of the Articles and, unless sooner terminated under Section 9.01, shall be perpetual.

2.04. Office and Agent. The Company shall continuously maintain an office and registered agent in the State of California as required by the Act. The principal office of the Company shall be at 5687 Ridge Park Drive, Loomis, CA 95650, or such location as the Manager may determine. The registered agent shall be as stated in the Articles or as otherwise determined by the Manager.

2.05. Addresses of the Members and Manager. The respective addresses of the Members and Managers are set forth in **Exhibit A**. A Member may change such Member's address upon notice thereof to the Manager.

2.06. Purposes of the Company. The purpose of the Company is to enter into an agreement to invest in the Property and other investment vehicles and make the investments. The Company may also enter into other agreements to acquire and or invest in property or other assets from time to time.

2.07. Business of the Company. The business of the Company will initially be to invest in real property, investments or other assets, and all activities related thereto.

ARTICLE 3. CAPITAL CONTRIBUTIONS

3.01. Capital Contributions. Upon the formation of the Company, each Member shall contribute to the capital of the Company such cash and property as shown opposite the Member's name on the attached **Exhibit A**. No Member shall be required to make any additional contributions to the capital of the Company. Additional contributions to the capital of the Company shall be made only with the consent of the Manager. Except as provided in this Agreement, no Member may withdraw such Member's capital contribution.

3.02. Additional Capital Contributions. If the Manager determines that Additional Capital Contributions are needed to further the purposes of the Company, the Members shall

make such Additional Capital Contributions in proportion to their Percentage Interest within thirty (30) days of the managers' notice to the Members of the need for Additional Capital Contributions.

3.03. Failure to Make Capital Contributions. If any Member fails to make any Additional Capital Contribution required, within the thirty (30)-day time period required by this Agreement, such failure shall be deemed to be a default hereunder. In such event, the nondefaulting Member(s) may elect one or more of the following remedies:

A. First Priority Contributions. Any nondefaulting Member shall have the right, but not the obligation, to make an Additional Capital Contribution on behalf of the defaulting Member. If a nondefaulting Member elects to make a contribution on behalf of the defaulting Member, the contribution shall be deemed to be a "First Priority Contribution" by the contributing Member on behalf of the defaulting Member and shall accrue a Preferred Return of fifteen percent (15%) per annum, compounded annually "First Priority Preferred Return" payable by the defaulting Member to the contributing Member. The defaulting Member's capital account shall be increased by the First Priority Contribution made by the nondefaulting Member. Such First Priority Contribution and First Priority Preferred Return shall be repaid to the contributing Member by the defaulting Member on a priority basis (a) from the first distribution of cash, property, or other repayment next payable to the defaulting Member (in connection with any Capital, First Priority Preferred Return or other amount otherwise due to the defaulting Member) until paid in full; (b) if not yet then paid by such first distribution or other repayment, then from all such distributions and repayments thereafter to the defaulting Member until paid in full; and (c) if not paid before then, in cash upon liquidation of the Company from the defaulting Member's liquidating proceeds. In connection therewith, the Company is authorized to direct any and all such distributions and repayments otherwise payable to the defaulting Member directly to the Member making such First Priority Contributions until such contribution and First Priority Preferred Return thereon is paid in full.

B. Specific Performance. The Company may bring an action to enforce the obligation of the defaulting Member to make its Additional Capital Contribution, together with interest thereon at ten percent (10%) per annum.

C. Loss of Voting Rights. The defaulting Member shall have the voting rights suspended until the defaulting Member makes the Additional Capital Contribution or repays the First Priority Contribution and the First Priority Preferred Return thereon.

3.04. Capital Accounts. The Company shall establish an individual capital account ("Capital Account") for each Member. The Company shall determine and maintain each Capital Account in accordance with Regulations section 1.7094-1(b)(2)(iv). Upon a valid transfer of a Membership Interest in accordance with Article 7, such Member's Capital Account shall carry over to the new owner.

3.05. No Interest. The Company shall not pay any interest on capital contributions.

3.06. Member Loans. Any Member may make a loan to the Company to the extent required to pay the Company's operating expenses, including debt service. Any such loan shall

bear interest at the prime rate listed in the Wall Street Journal on the date of the loan (or, if not available, the last prime rate published in the Wall Street Journal prior to that date) plus two percent (2%) per annum and provide for the payment of principal and any accrued but unpaid interest in accordance with the terms of the promissory note evidencing such loan, but in no event later than upon the dissolution of the Company.

ARTICLE 4. MEMBERS

4.01. Limited Liability. Except as expressly set forth in this Agreement or required by law, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise.

4.02. Admission of Additional Members. The Managers may admit additional Members to the Company. Additional Members will participate in the management, Net Profits, Net Losses and distributions of the Company on such terms as are determined by the Manager and approved by the Manager. **Exhibit A** shall be amended upon the admission of an additional Member to set forth such Member's name, address, and capital contribution.

4.03. Withdrawals or Resignations. Any Member who is under an obligation to render services to the Company may withdraw or resign as a Member at any time upon sixty (60) days prior written notice to the Company, without prejudice to the rights, if any, of the Company or the other Members under any contract to which the withdrawing Member is a party. In the event of such withdrawal, (i) such Member's Membership Interest shall be terminated, (ii) such Member shall thereafter only have the rights of a transferee as described in Section 7.02, and (iii) such Membership Interest shall be subject to purchase and sale as provided in Section 7.02. No other Member may withdraw, retire or resign from the Company.

4.04. Payments to Members. Except as specified in this Agreement, no Member is entitled to remuneration for acting in the Company business.

ARTICLE 5. MANAGEMENT AND CONTROL OF THE COMPANY

5.01. Management of the Company by the Manager. The business, property and affairs of the Company shall be managed by the Manager of the Company (sometimes collectively referred to as "Managers"). The Manager shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs. Specifically, but not as a limitation, the Manager shall have the right to enter into the agreement to acquire the Property on behalf of the Company and to exercise and deliver any documents, instruments or agreements related to or connected with the purchase of property subject to the agreement and the carrying out of the Company's activities, plans or proposals with respect to the Property.

5.02. Powers of Manager. Without limiting the generality of Section 5.01, but subject to the limitations set forth elsewhere in this Agreement, the Manager, shall have all necessary powers to manage and carry out the purposes, business, property, and affairs of the Company,

including, without limitation, the power to exercise on behalf and in the name of the Company all of the powers described in Corporations Code section 17003.

5.03. Performance of Duties; Liability of Managers. A Manager shall not be liable to the Company or to any other Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, gross negligence, or willful misconduct by the Manager. Each Manager shall perform such managerial duties in good faith and in a manner each of the Managers reasonably believes to be in the best interests of the Company and its Members. In performing the Manager's duties, the Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following persons or groups unless they have knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that the Manager acts in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances: (a) one or more officers, employees or other agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; (b) any attorney, independent accountant, or other person as to matters which the Manager reasonably believes to be within such person's professional or expert competence; or (c) a committee upon which the Manager does not serve, duly designated in accordance with a provision of the Articles or this Agreement, as to matters within its designated authority, which committee the Manager reasonably believes to merit competence.

5.04. Devotion of Time. The Manager is not obligated to devote all of its time or business efforts to the affairs of the Company. The Manager shall devote whatever time, effort, and skill they deem appropriate for the operation of the Company.

5.05. Competing Activities. A Manager and the Manager's agents, employees and Affiliates may engage or invest in, independently or with others, any business activity of any type or description, including, without limitation, those that might be the same as or similar to the Company's business and that might be in direct or indirect competition with the Company. Neither the Company nor any Member shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom. A Manager shall not be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be taken by the Company. A Manager shall have the right to hold any investment opportunity or prospective economic advantage for the Manager's own account or to recommend such opportunity to Persons other than the Company. The Members acknowledge that a Manager and any Affiliates may own or manage other businesses, including businesses that may compete with the Company and for the Manager's time. The Members hereby waive any and all rights and claims which they may otherwise have against a Manager and the Manager's officers, directors, shareholders, partners, members, managers, agents, employees, and Affiliates as a result of any of such activities.

5.06. Transactions Between the Company and the Manager and Any Affiliate. Notwithstanding that it may constitute a conflict of interest, a Manager may, and may cause any Affiliate to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as such

transaction is not expressly prohibited by this Agreement and so long as the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from persons capable of similarly performing them and in similar transactions between parties operating at arm's length. A transaction between a Manager or any Affiliate, on the one hand, and the Company, on the other hand, shall be conclusively determined to constitute a transaction on terms and conditions, on an overall basis, fair and reasonable to the Company and at least as favorable to the Company as those generally available in a similar transaction between parties operating at arm's length. A Manager shall not have any obligation, in connection with any such transaction between the Company and the Manager or an Affiliate of the Manager, to seek the consent of the Members.

5.07. Payments to Manager. Except as specified in this Agreement, no Manager or Affiliate of a Manager is entitled to remuneration for services rendered or goods provided to the Company. The Company shall reimburse the Manager for the actual cost of goods and materials used for or by the Company. The Company shall also pay or reimburse the Manager for organizational expenses (including, without limitation, legal and accounting fees and costs) incurred to form the Company and prepare the Articles and this Agreement.

5.08. Officers. The Manager may appoint officers of the Company at any time, who shall serve at the discretion of the Manager, subject to all rights, if any, of an officer under an employment contract. The Manager shall determine the powers, duties and compensation of all officers. Subject to the rights, if any, of an officer under an employment contract, any officer may be removed, either with or without cause, by the Manager at any time.

5.09. Successor Managers. In the event that Steven K. Morgan and Daniel J. Kominek are unable or unwilling to serve as Managers by reason of death, incapacity or insanity, then Nicki S. Kominek shall be the Manager.

ARTICLE 6. ALLOCATION OF NET PROFITS, NET LOSSES AND DISTRIBUTIONS

6.01. Allocation of Net Profits and Net Losses.

A. Net Profits. After giving effect to the special allocations set forth in Section 6.02 for each fiscal year, Net Profits for each fiscal year shall be allocated as follows:

(1) First, to the Members in proportion to and to the extent of the amount equal to the remainder, if any, of (i) the cumulative Net Losses allocated to each such Member pursuant to Section 6.01B(2) for all prior fiscal years, over (ii) the cumulative Net Profits allocated to each such Member pursuant to this Section 6.01A(1) for all prior fiscal years; and

(2) Second, the remainder of Net Profits in accordance with the Members' Percentage Interests.

B. Net Losses. After giving effect to the special allocations set forth in Section 6.02 for each fiscal year, Net Losses for each fiscal year shall be allocated as follows:

(1) First, in accordance with the Members' Percentage Interests; and

(2) Second, the Net Losses allocated pursuant to Section 6.01B(1) shall not exceed the maximum amount of Net Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Net Losses in excess of the limitation shall be allocated to the other Members in proportion to the Members' Percentage Interests.

6.02. Special Allocations.

A. Minimum Gain Chargeback and Qualified Income Offset.

(1) Qualified Income Offset. In order to comply with the "qualified income offset" requirement of Regulations under Code section 704(b), and notwithstanding any other provision of this Agreement to the contrary except as provided in Section 6.02A(2) and Section 6.02D below, in the event a Member for any reason (whether or not expected) has an Adjusted Capital Account Deficit, items of profit (consisting of a pro rata portion of each item of income comprising the Company's profits, including both gross income and gain for the taxable year) will be allocated to such Member in an amount and manner sufficient to eliminate as quickly as possible the Adjusted Capital Account Deficit.

(2) Minimum Gain Chargeback. In order to comply with the "minimum gain chargeback" requirements of Regulations sections 1.704-2(f)(1) and 1.704-2(i)(4), and notwithstanding any other provision of this Agreement to the contrary, except Section 6.02D, in the event there is a net decrease in a Member's share of Company Minimum Gain or Member Nonrecourse Debt Minimum Gain during a Company taxable year, such Member shall be allocated items of income and gain for that year (and, if necessary, other years) as required by and in accordance with Regulations sections 1.704-2(f)(1) and 1.704-2(i)(4) before any other allocation is made.

B. Income Characterization. For purposes of determining the character (as ordinary income or capital gain) of any taxable income of the Company allocated to the Members pursuant to this Section 6.02, such portion of the taxable income of the Company allocated pursuant to this Section 6.02 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (1) the amount of depreciation previously allocated to each Member bears to (2) the total of such depreciation allocated to all Members. This Section 6.02 shall not alter the amount of allocations among the Members pursuant to Section 6.01, but merely the character of income so allocated.

C. Change in Percentage Interests. Notwithstanding the foregoing, in the event any Member's Percentage Interest changes during a Fiscal Year for any reason, including without limitation, the transfer of any interest in the Company, the Manager shall adjust (in a manner the Manager deems appropriate) such allocations of taxable income or loss as necessary to reflect the varying interests of the Members during such year.

D. Mandatory Allocations — Section 704(c) and Member Nonrecourse Debt. Notwithstanding the foregoing, (i) in the event Code section 704(c) or Code section 704(c)

principles applicable under Regulations section 1.704-1(b)(2)(iv) require allocations of income or loss of the Company in a manner different than that set forth above, the provisions of Code section 704(c) and the Regulations thereunder shall control such allocations among the Members; and (ii) all tax deductions and taxable losses of the Company that, pursuant to Regulations section 1.704-2(i), are attributable to a Member Nonrecourse Debt for which a Member (or a Person related to such Member under Regulations section 1.752-4(b)) bears the economic risk of loss (within the meaning of Regulations section 1.752-2), shall be allocated to such Member as required by Regulations section 1.704-2(c). Any item of income, gain, loss and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company or which has been revalued for Capital Account purposes pursuant to Regulations section 1.704-1(b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under Code section 704(c) so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution shall be allocated solely for income tax purposes in the manner so required or permitted under Code section 704(c) using any method selected by the Manager and the contributing Member that is properly permitted under Regulations section 1.704-3.

E. Guarantee of Company Indebtedness. Except for arrangements expressly described in this Agreement, no Member shall enter into (or permit any Person related to the Member to enter into) any arrangement with respect to any liability of the Company that would result in such Member (or a Person related to such Member pursuant to Regulations section 1.752-4(b)) bearing the economic risk of loss (within the meaning of Regulations section 1.752-2) with respect to such liability unless the Manager has approved such arrangement. This Section 6.02E shall not prohibit any Member of the Company from satisfying the Member's obligation under state law to pay monies owed to any creditor of the Company on account of the Company's obligations. To the extent a Member is permitted to guarantee the repayment of any Company indebtedness under this Agreement, each of the other Members shall be afforded the opportunity to guarantee such Member's pro rata share of such indebtedness, determined in accordance with the Members' respective Percentage Interests.

F. Intent of Allocations. The parties intend that the foregoing tax allocation provisions of this Section 6.02 shall produce final Capital Account balances that will permit liquidating distributions, that are made in accordance with final Capital Account balances under Section 9.03 hereof, to be made (after unpaid loans and interest thereon, including those owed to Members, have been paid) in a manner identical to the priorities set forth in Section 9.03 hereof. To the extent that the tax allocation provisions of this Section 6.02 would fail to produce such final Capital Account balances, (i) such provisions shall be amended by the Members if and to the extent necessary to produce such result, and (ii) items of income, loss or deduction of the Company for prior open years shall be reallocated among the Members to the extent it is impossible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years. This Section 6.02F shall control notwithstanding any reallocation or adjustment of income, loss, deduction or items thereof by the Internal Revenue Service or any other taxing authority.

6.03. Excess Nonrecourse Liability Allocation. Pursuant to Regulations section 1.752-3(a)(3), solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the Company (as defined in Regulations section 1.752-3(a)(3)), the

Members' respective interests in the Company's profits shall be the Members' respective Percentage Interests.

6.04. Distribution of Distributable Cash by the Company.

A. Order of Distribution. Subject to applicable law and any limitations contained elsewhere in this Agreement, the Manager may elect, from time to time, to distribute Distributable Cash to the Members, which distributions shall be in the following order of priority:

- (1) To the Members in proportion to their unreturned capital contributions until each Member has recovered the Member's capital contributions; and
- (2) To the Members in proportion to their Percentage Interests.

B. Distributees. All such distributions shall be made only to the Persons who, according to the books and records of the Company, are the holders of record of the Economic Interests in respect of which such distributions are made on the actual date of distribution. Neither the Company nor any Manager shall incur any liability for making distributions in accordance with this Section 6.04.

6.05. Form of Distribution. A Member, regardless of the nature of the Member's capital contribution, has no right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in-kind in lieu of a proportionate distribution of money being made to other Members.

6.06. Restriction on Distributions.

A. Distributions Disallowed. No distribution shall be made if the distribution would violate Corporations Code section 17254 such that the Company would be unable to pay its debts.

B. Basis of Determination. The Manager may base a determination that a distribution is not prohibited on any of the following:

- (1) Financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances;
- (2) A fair valuation; or
- (3) Any other method that is reasonable in the circumstances.

Except as provided in Corporations Code section 17254(e), the effect of a distribution is measured as of the date the distribution is authorized if the payment occurs within one hundred twenty (120) days after the date of authorization, or the date payment is made if it occurs more than one hundred twenty (120) days of the date of authorization.

C. Personal Liability. A Member or Manager who votes for a distribution in violation of this Agreement or the Act is personally liable to the Company for the amount of the

distribution that exceeds what could have been distributed without violating this Agreement or the Act if it is established that the Member or Manager did not act in compliance with Section 6.06B. Any Member or Manager who is so liable shall be entitled to compel contribution from (i) each other Member or Manager who also is so liable and (ii) each Member for the amount the Member received with knowledge of facts indicating that the distribution was made in violation of the Agreement or the Act.

6.07. Return of Distributions. Except for distributions made in violation of the Act or this Agreement, no Member or Assignee shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or Assignee or paid by a Member or Assignee for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member or Assignee.

ARTICLE 7. TRANSFER AND ASSIGNMENT OF INTERESTS

7.01. Transfer and Assignment of Interests. No Member shall be entitled to transfer, assign, convey, sell or in any way alienate all or any part of the Member's Membership Interest or dissociate from the Company, except in accordance with this Article 7. A Member may withdraw from the Company as provided in Section 4.03.

7.02. Substitution of Members. A transferee of a Membership Interest shall have the right to become a substitute Member only if (i) the transferee of a Membership Interest acquired the interest complying with the transfer procedures of this Article 7, (ii) such person executes an instrument satisfactory to the Members accepting and adopting the terms and provisions of this Agreement, (iii) the managers unanimously approve the admission of the transferee as a Member, and (iv) such person pays any reasonable expenses in connection with the transferee's admission as a new Member. The admission of a substitute Member shall not release the Member who assigned the Membership Interest from any liability that such Member may have to the Company or any other Member pursuant to this Agreement, without all Members' consent.

7.03. Transfers in Violation of this Agreement. Upon a transfer in violation of this Article 7, the transferee shall have no right to vote or participate in the management of the Company or to exercise any rights of a Member unless the Managers by majority interest consent. Absent the Managers' consent, such transferee shall only be entitled to receive the share of the Company's Net Profits, Net Losses and distributions of the Company's assets to which the transferor would otherwise be entitled.

7.04. Transfer Procedure. If (i) a Member ("Selling Member") desires to transfer the Selling Member's interest in the Company, or (ii) any part of the Member's interest has been transferred, including transfers pursuant to a divorce decree, to a person who is not a Member, the following procedures shall be followed:

A. The Selling Member shall give the Manager written notice ("Transfer Notice") of a transfer to a person who is not a Member, of the divorce decree, or the desire to transfer all or part of the Selling Member's interest in the Company. The Transfer Notice shall

be irrevocable and shall set forth all of the material terms of the proposed transfer. If the Selling Member desires to sell all or part of the Selling Member's interest in the Company to a person ("Prospective Purchaser") who has made a bona fide offer to purchase the Selling Member's interest, a written offer including the purchase price offered for the purchase of the Member's interest in the Company stated in United States dollars and signed by the Prospective Purchaser must be attached to the Transfer Notice.

B. The Member and the Company shall have the options provided in Section 7.05.

C. The transferee shall become a substituted Member only upon the satisfaction of the conditions set forth in Section 7.02.

7.05. Membership Interest. If a Member desires to transfer all or part of the Member's interest in the Company, or if the Member dies, becomes incompetent, is dissolved, becomes Bankrupt, is subject to a charging order which is not removed within thirty (30) days of its issuance, or the interest is transferred, to a person who is not a Member, such Member, or the representative of the Member or the Member's estate, shall immediately provide notice to the Company upon the occurrence of any event described in the preceding sentence (the "Transfer Notice"). Upon receipt of the Transfer Notice, the Members not subject to such event ("eligible Member") and the Company shall have the following options, in the following order of priority:

A. Company's Option. If all or any part of a Member's Membership or Economic Interest is subject to an option under this Agreement, the Company shall have an option to purchase all or part of the interest of the Member at the price and on the terms set forth in Sections 7.07 and 7.08. The Company must exercise the Company's Option, if at all, within forty-five (45) days of the Company's receipt of a Transfer Notice.

B. Members' Purchase Option. If the Company fails to timely exercise the Company's Option under Section 7.05A as to all of the remaining portion of the interest of the Member subject to the Option, the Members shall then each have an option to purchase all or part of the remaining interest of the Member subject to the Option at the price and on the terms set forth in Sections 7.07 and 7.08. The Members must exercise this option within seventy-five (75) days of the Company's receipt of a Transfer Notice. If more than one of the eligible Members exercises this option, the eligible Members exercising this option shall purchase the remaining Membership Interest in proportion to their relative Percentage Interests or as they shall otherwise agree.

C. Option Exercise. The attempted exercise of options under this Section 7.05 shall be ineffective unless the entire interest of the Member subject to the option is purchased under one or more options created in this Section 7.05. When an option contained in this Agreement is exercised, the Member (or successor-in-interest of a Member, where appropriate) whose interest is affected by the option exercise shall cooperate in the preparation and execution of all necessary transfer documents. Written notice of the intent to exercise an option provided by this Section 7.05 shall be given to the Company and the Member (or successor-in-interest of a Member where appropriate) whose interest is affected by the option exercise, on or before the expiration of the term of the option period.

D. No Option Exercised. If no purchase option under this Section 7.05 is effectively exercised, (i) a Selling Member may transfer the Selling Member's interest in the Company as provided in the Transfer Notice (which transfer must occur within one hundred eighty (180) days of the date of the Transfer Notice), and if no such transfer occurs, the Selling Member shall remain a member of the Company, or (ii) the Economic Interest holder by virtue of the assignment of the interest under a divorce decree, or the successor-in-interest of a Member who dies, becomes incompetent, is dissolved, becomes Bankrupt or financially troubled. Any buyer or Economic Interest holder shall become a Member only upon the satisfaction of the conditions set forth in Section 7.02.

7.06. Dissolution of Marriage. If there is transfer, award or confirmation of all or any portion of a Member's Membership Interests to his spouse, significant other, or partner (the "Former Spouse") pursuant to decree of divorce, dissolution, separate maintenance, or pursuant to a property settlement or separation agreement, such transfer shall trigger a constructive offer with respect to all of the Membership Interests purportedly transferred to the Former Spouse. Within thirty days of any transfer of any Membership Interests to the Former Spouse, the Member subject to the transfer (the "Divorcing Member") shall provide the Company and the remaining Members notice of the transfer setting forth the terms of the transfer, award or confirmation on behalf of the Former Spouse (the "Dissolution Notice"). Upon receipt of the Dissolution Notice, the Members and the Company shall have the following options, in the following order of priority:

A. Divorcing Member's Option. The Divorcing Member whose Membership Interest is proposed to be transferred to the Former Spouse shall have the option to purchase all or part of the Membership Interest transferred to the Former Spouse at the price and on the terms as set forth in Sections 7.07 and 7.08. The Divorcing member must exercise his options, if at all, within forty-five (45) days of providing the Dissolution Notice to the Company and the remaining Members.

B. Company's Option. If the Divorcing Member fails to timely exercise his Option under Section 7.06A as to all of the remaining portion of the Membership Interest transferred to the Former Spouse subject to the Option, the Company shall then have an option to purchase all or part of the remaining Membership Interest transferred to the Former Spouse subject to the Option at the price and on the terms set forth in Sections 7.07 and 7.08. The Company must exercise this option within Sixty (60) days of the Company's receipt of the Dissolution Notice.

C. Remaining Member's Option. If the Company fails to timely exercise the Company's Option under Section 7.06B as to all of the remaining portion of the Membership Interest transfer to the Former Spouse subject to the Option, the Members shall then each have an option to purchase all or part of the remaining Membership Interest of Former Spouse subject to the Option at the price and on the terms set forth in Sections 7.07 and 7.08. The Members must exercise this option within seventy-five (75) days of the Company's receipt of the Dissolution Notice. If more than one of the eligible Members exercises this option, the eligible Members exercising this option shall purchase the remaining Membership Interest in proportion to their relative Percentage Interests or as they shall otherwise agree.

D. Option Not Fully Exercised. If no purchase option under this Section 7.06 is effectively exercised, or if all of the Membership Interests transferred to the Former Spouse are not purchased pursuant to the options as set forth in this Section 7.06, the Former Spouse shall remain an Economic Interest holder as to any remaining unpurchased Membership Interests. The Former Spouse shall become a Member only upon the satisfaction of the conditions set forth in Section 7.02.

7.07. Purchase Price of Interest of Member.

A. Purchase Price Equal to Member's Capital Account. The purchase price for a Membership Interest shall be an amount equal to that Member's Capital Account, however, if that Member's Capital Account is less than \$500.00 then the purchase price shall be an amount equal to that Member's initial Capital Contribution.

7.08. Payment of Purchase Price. A purchase price determined pursuant to Section 7.07 shall be paid at the closing in cash or, at the election of the purchaser, in the following manner:

A. Down Payment. Ten percent (10%) of the purchase price shall be paid within thirty (30) days after the price is set. The day on which the down payment is paid shall be treated as the effective date of purchase.

B. Deferred Payments. On the effective date, the purchaser shall deliver a promissory note (the "Note") for the remaining balance of the purchase price. The Note shall be unsecured. The Note shall provide for monthly payments for a period not to exceed sixty (60) months, with interest accruing at the lesser of six percent (6%) per annum or the maximum rate allowable by law per annum simple interest as determined at the time the option is exercised. The Note shall permit prepayment without penalty. The payment of the obligation under the Note shall be accelerated upon the dissolution of the Company, or the sale of all or substantially all of the Membership Interests in the Company or the sale of all or substantially all of the Option rights or Optioned Property by the Company. The Note shall provide for the right of recovery of attorneys fees to collect and enforce the Note obligation. A form of note incorporating the terms of this Section 7.08B (and only these terms) will be prepared and executed at the closing.

7.09. Closing. The closing of the purchase of an interest shall occur within sixty (60) days of the expiration or exercise of the last option if the purchase price is determined under Section 7.07A, or within sixty (60) days of the determination of value under Section 7.07B. The parties shall meet and execute and deliver any assignment of the interest and the Note along with the down payment.

ARTICLE 8. ACCOUNTING, RECORDS, REPORTING BY MEMBERS

8.01. Books and Records. The books and records of the Company shall be kept in accordance with the accounting methods followed for federal income tax purposes. The Company shall maintain at its principal office all of the following:

A. Member Information. A current list of the full name and last known business or residence address of each Member set forth in alphabetical order, together with the capital contributions, Capital Account and Membership Interest of each Member.

B. Articles. A copy of the Articles and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto have been executed.

C. Tax Returns. Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years.

D. Agreement. A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed.

E. Financial Statements. Copies of the financial statements of the Company, if any, for the six (6) most recent Fiscal Years.

F. Other Books and Records. The Company's books and records as they relate to the internal affairs of the Company for at least the current and past four (4) Fiscal Years.

8.02. Reports. The Company shall cause to be filed, in accordance with the Act, all reports and documents required to be filed with any governmental agency. The Company shall cause to be prepared, at least annually, information concerning the Company's operations necessary for the completion of the Members' federal and state income tax returns. The Company shall send or cause to be sent to each Member within ninety (90) days after the end of each taxable year (i) such information as is necessary to complete the Members' federal and state income tax or information returns and (ii) a copy of the Company's federal, state, and local income tax or information returns for the year.

8.03. Bank Accounts. The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other person.

8.04. Tax Matters Partner. The Members may designate a "Tax Matters Partner" (as defined in Code Section 6231), to represent the Company (at the Company's expense) in connection with all examination of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 9. DISSOLUTION AND WINDING UP

9.01. Conditions of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

A. Articles. Upon the happening of any event of dissolution specified in the Articles.

B. Judicial Dissolution. Upon the entry of a decree of judicial dissolution pursuant to Section 17351 of the Corporations Code.

C. Affirmative Vote. Upon the affirmative vote of the Manager.

D. Asset Sale. The sale of all or substantially all of the assets of Company.

9.02. Winding Up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up. Net Profits and Net Losses and items of income and deduction shall be allocated as provided in Article 6. The Company shall give written notice of the commencement of the dissolution to all of its known creditors.

9.03. Order of Payment of Liabilities Upon Dissolution. After determining that all the known debts and liabilities of the Company have been paid or adequately provided for, the remaining assets shall be distributed to the Members in accordance with Section 6.04, after taking into account income and loss allocations for the Company's taxable year during which liquidation occurs. Distributions shall not exceed the positive capital account balance of each Member even though distributions shall be made first as provided in Section 6.04A(1) and thereafter in accordance with and in proportion to their positive capital account balances.

9.04. First Priority Contributions. Notwithstanding the foregoing, if there is any unpaid First Priority Contribution and First Priority Preferred Return thereon as provided in Section 3.03A above, then the same shall be deducted from the defaulting Member's share of any distribution and paid to the Member making the First Priority Contribution.

9.05. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall be entitled to look only to the assets of the Company for the return of the Member's positive Capital Account balance and shall have no recourse for the Member's capital contribution or share of Net Profits against any other Member.

9.06. Certificates. The Company shall file with the California Secretary of State a Certificate of Dissolution upon the dissolution of the Company and a Certificate of Cancellation upon the completion of the winding up of the Company's affairs.

ARTICLE 10. INDEMNIFICATION

10.01. Indemnification of Agents. The Company shall indemnify any Member and may indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such Person is or was a Member, Manager, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, officer, employee or agent, such Person is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "agent"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit.

ARTICLE 11. INVESTMENT REPRESENTATIONS

Each Member hereby represents and warrants to, and agrees with, the Members and the Company as follows:

11.01. Preexisting Relationship or Experience. The Member has a preexisting personal or business relationship with the Company or one or more of its officers, Managers or controlling persons, or by reason of the Member's business or financial experience, or by reason of the business or financial experience of the Member's financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, the Member is capable of evaluating the risks and merits of an investment in the Company and of protecting the Member's own interests in connection with this investment.

11.02. No Advertising. The Member has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, article or any other form of advertising or general solicitation with respect to the sale of the Membership Interest.

11.03. Investment Intent. The Member is acquiring the Membership Interest for investment purposes for the Member's own account only and not with a view to or for sale in connection with any distribution of all or any part of the Membership Interest. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

ARTICLE 12. MISCELLANEOUS

12.01. Complete Agreement. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members or any of them. No representation, statement, condition or warranty not contained in this Agreement or the Articles will be binding on the Members or have any force or effect whatsoever. To the extent that any provision of the Articles conflict with any provision of this Agreement, the Articles shall control.

12.02. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

12.03. Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective successors and assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

12.04. Counsel to the Company. Counsel to the Company may also be counsel to the Manager or any Affiliate. The Manager may execute on behalf of the Company and the Manager any consent to the representation of the Company that counsel may request pursuant to the California Rules of Professional Conduct.

12.05. Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter gender, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

12.06. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

12.07. Interpretation. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or the Member's counsel.

12.08. References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

12.09. Jurisdiction. Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Member further agrees that personal jurisdiction over the Member may be effected by service of process by registered or certified mail addressed as provided in Section 12.14 of this Agreement, and that when so made shall be as if served upon the Member personally within the State of California.

12.10. Arbitration. Except as otherwise provided in this Agreement, any controversy between the parties arising out of this Agreement shall be submitted to the American Arbitration Association for arbitration in Riverside, California. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The provisions of Sections 1282.6, 1283, and 1283.05 of the California Code of Civil Procedure apply to the arbitration. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law.

12.11. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

12.12. Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid shall not be affected thereby.

12.13. Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be

necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

12.14. Notices. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (i) when hand delivered to the other party; or (ii) when received when sent by facsimile at the address and number set forth below next to their respective names in **Exhibit A** attached hereto (provided, however, that notices given by facsimile shall not be effective unless either (a) a duplicate copy of such facsimile notice is promptly given by depositing same in a United States post office with first-class postage prepaid and addressed to the parties as set forth below, or (b) the receiving party delivers a written confirmation of receipt for such notice either by facsimile or any other method permitted under this paragraph; additionally, any notice given by telex or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a nonbusiness day); or (iii) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth next to their respective names in **Exhibit A** attached hereto; or (iv) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and DHL WorldWide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below next to their respective names in **Exhibit A** attached hereto with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Agreement, and that any Person to be given notice actually receives such notice. A party may change or supplement the addresses set forth on **Exhibit A** attached hereto, or designate additional addresses, for purposes of this Section 12.14 by giving the other parties written notice of the new address in the manner set forth above.

12.15. Amendments. All amendments to this Agreement will be in writing and signed by the Manager.

12.16. Reliance on Authority of Person Signing Agreement. If a Member is not a natural Person, neither the Company nor any Member will: (i) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual; or (ii) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

12.17. No Interest in Any Company Property — Waiver of Action for Partition. No Member or Assignee has any interest in any specific property of the Company. Without limiting the foregoing, each Member and Assignee irrevocably waives during the term of the Company any right that the Member or Assignee may have to maintain any action for partition with respect to the property of the Company.

12.18. Attorneys' Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in

such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.19. Time is of the Essence. All dates and times in this Agreement are of the essence.

12.20. Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Person may be lawfully entitled.

12.21. Special Power of Attorney.

A. Attorney-in-Fact. Each Member grants the Manager a special power of attorney irrevocably making, constituting, and appointing the Manager as the Member's attorney-in-fact, with all power and authority to act in the Member's name and on the Member's behalf to execute, acknowledge and deliver and swear to in the execution, acknowledgment, delivery and filing of assignments of certificates of membership interest or other documents of transfer to be delivered in connection with the purchase of a Membership Interest pursuant to Article 7.

B. Irrevocable Power. The special power granted in Section 12.21A: (i) is irrevocable, (ii) is coupled with an interest, and (iii) shall survive a Member's death, incapacity or dissolution.

C. Signatures. The Manager may exercise the special power of attorney granted in Section 12.21A by a facsimile signature.

12.22. Construction of Agreement. The covenants, agreements and provisions contained herein shall not be construed in favor of or against any of the Members, but shall be construed as if each of the Members prepared this Agreement. Except by specific written agreement to the contrary, the covenants and provisions contained herein, to the extent that the same are necessary and applicable as shown by the content thereof, shall constitute continuing obligations between the Members beyond the dissolution of the Company.

12.23. Counterpart Execution. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, all of the Members or their representatives, have executed this Agreement, effective as of the date written above.

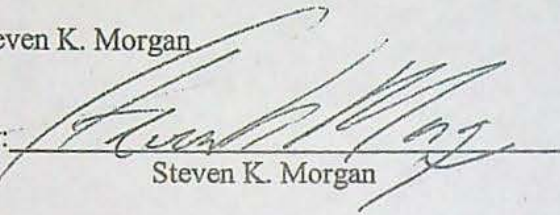
MEMBERS:

Deming Ranch Land & Cattle, LLC, a California limited liability company

Morgan Twin Holdings, LLC, a California limited liability company

MEMBERS:


Steven K. Morgan

By: 
Steven K. Morgan

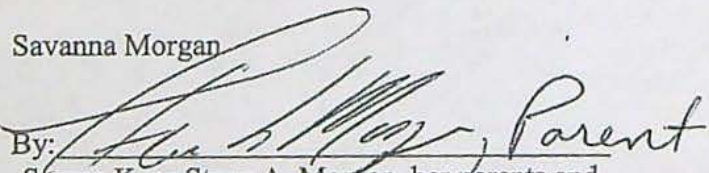
Stacy A. Morgan

By: 
Stacy A. Morgan

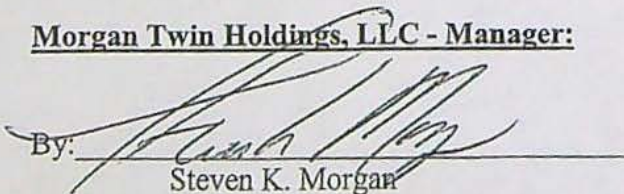
Hunter Morgan

By:  Parent
Steven K. or Stacy A. Morgan, her parents and guardians

Savanna Morgan

By:  Parent
Steven K. or Stacy A. Morgan, her parents and guardians

Morgan Twin Holdings, LLC - Manager:

By: 
Steven K. Morgan


Rafter DK, a California general partnership

PARTNERS:

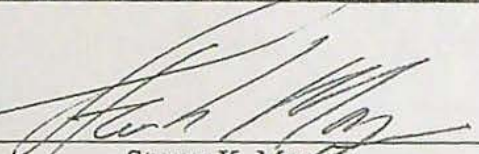
Daniel J. Kominick

By: 
Daniel J. Kominick

Nicki S. Kominick

By: 
Nicki S. Kominick

Managers - Deming Ranch Land & Cattle, LLC:

By: 
Steven K. Morgan

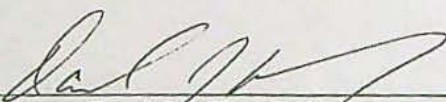
By: 
Daniel J. Kominick

EXHIBIT A

CAPITAL CONTRIBUTION AND ADDRESSES OF MEMBERS

<u>MEMBER'S NAME AND ADDRESS</u>	<u>MEMBER'S CAPITAL CONTRIBUTION</u>	<u>MEMBER'S PERCENTAGE INTEREST</u>
Morgan Twin Holdings Steven K Morgan Stacy A. Morgan Hunter Morgan Savanna Morgan 5687 Ridge Park Drive Loomis, CA 95650	\$9,000.00	90%
Rafter DK Daniel J. Kominek Nicki S. Kominek 100 Old Airport Road Auburn, CA 95603	\$1,000.00	10%

TOTAL CAPITAL CONTRIBUTIONS \$10,000.00

EXHIBIT B

PARCEL 1:

The NW 1/4 of Section 29, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon. LESS AND EXCEPT the following:

Beginning at the Northeast corner of the NW 1/4 of Section 29, Township 36 South, Range 15 East of the Willamette Meridian; thence 1,000 feet South; thence 420 feet West; thence 1,000 feet North; thence 420 feet East to the point of beginning.

PARCEL 2:

Beginning at the Northeast corner of the NW 1/4 of Section 29, Township 36 South, Range 15 East of the Willamette Meridian, in the county of Klamath, State of Oregon; thence 1,000 feet South; thence 420 feet West; thence 1,000 feet North; thence 420 feet East to the point of beginning.

PARCEL 3:

The E 1/2 NE 1/4 Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 4:

The W 1/2 NW 1/4, Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 5:

The E 1/2 NW 1/4, Section 35, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 6:

The W 1/2 NW 1/4, Section 35, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 7:

Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon;

Section 23: Beginning at a point 100 feet West of the Southeast corner of the SW 1/4 SE 1/4 of Section 23; thence North 200 feet; thence West 200 feet; thence South 200 feet; thence East 200 feet to the point of beginning.

Section 24: All

Section 25: N 1/2 NW 1/4 NW 1/4; E 1/2 NW 1/4; NE 1/4 SW 1/4; E 1/2 NE 1/4; SE 1/4

Section 26: All

Section 36: NW 1/4 NE 1/4

Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 16: W 1/2 SW 1/4
Section 17: W 1/2; S 1/2 SE 1/4
Section 18: S 1/2 N 1/2; N 1/2 S 1/2
Section 19: All
Section 20: N 1/2 N 1/2; SE 1/4 NW 1/4; NE 1/4 SW 1/4; SW 1/4 NE 1/4
Section 21: W 1/2; SE 1/4
Section 27: W 1/2; SE 1/4
Section 29: E 1/2; SW 1/4
Section 31: W 1/2 NE 1/4; E 1/2 NW 1/4; N 1/2 S 1/2
Section 33: W 1/2; SE 1/4
Section 35: S 1/2

SAVING AND EXCEPTING a strip of land 66 feet in width across the SE 1/4 SE 1/4 of Section 21 and the NE 1/4 SE 1/4 of Section 31, Township 36 South, Range 15 East of the Willamette Meridian, conveyed to Weyerhaeuser Timber Company as described in Parcels 1 and 2 in deed recorded July 25, 1958 in Book 301 at Page 347, Deed Records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING a strip of land 66 feet in width in the N 1/2 NW 1/4 and SW 1/4 NE 1/4 of Section 33, Township 36 South, Range 15 East of the Willamette Meridian, conveyed to Weyerhaeuser Timber Company by deed recorded January 13, 1959 in Book 308 at Page 577, Deed Record of Klamath County, Oregon.

PARCEL 8:

The W 1/2 NE 1/4, Section 25, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE: 92 MAP: 3614 TL: 4500
CODE: 92 & 8 MAP: 3615 TL: 1000
CODE: 8 & 92 MAP: 3615 TL: 1000
CODE: 92 MAP: 3615-3100 TL: 100
CODE: 92 MAP: 3615-3100 TL: 300

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



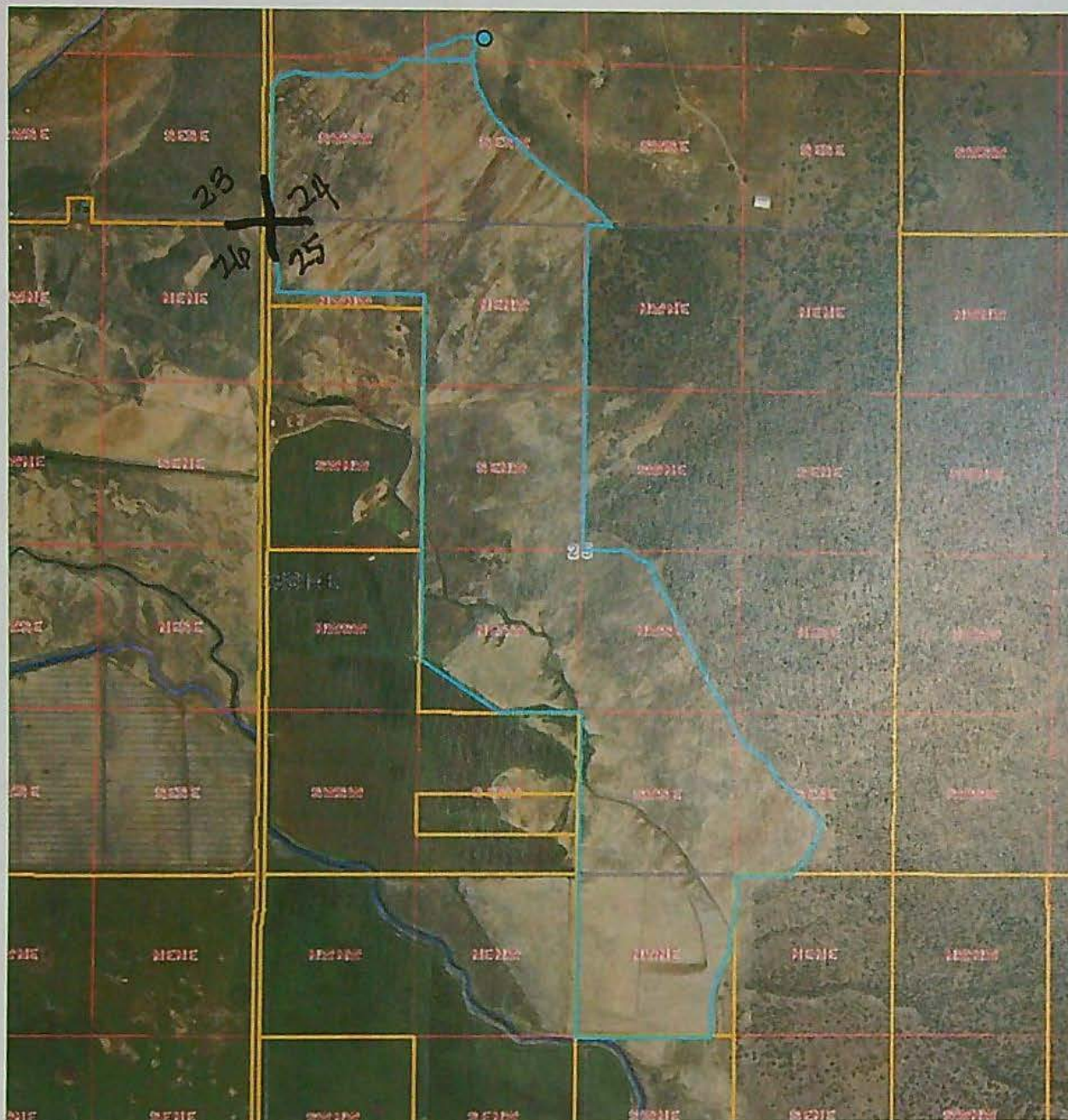
IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 11 2009

A handwritten signature in black ink that reads "Debra Bowen".

DEBRA BOWEN
Secretary of State

T36S R15E SEC 24 & 25



Watermaster Review Form: Water Right Transfer



Oregon Water Resources Department
725 Summer St NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Transfer Application: T-14255

Review Due Date: 10/27/2023

Applicant Name: DEMING RANCH LAND AND CATTLE LLC

Proposed Changes: ☒ POU ☐ POD ☐ POA ☐ USE ☐ OTHER

Reviewer(s):

Date of Review:

1. Do you have evidence that the right has not been used in the last 5 years and that the presumption of forfeiture would not likely be rebuttable? ☒ Yes ☐ No If "Yes", attach evidence (e.g. dated aerial photo showing pavement or building on the land for >5 yrs.)
2. Is there a history of regulation on the source that serves this (or these) right(s) that has involved the transferred right(s) and downstream water rights? ☐ Yes ☒ No Generally characterize the frequency of any regulation or explain why regulation has not occurred:
3. Have headgate notices been issued for the source that serves the transferred right(s)?
☐ Yes ☒ No ☐ Records not available.
4. In your estimation, after the proposed change, would distribution of water for the right(s) result in regulation of other water rights that would not have occurred if use under the original right(s) was/were maximized? ☐ Yes ☒ No If "Yes", explain:
5. In your estimation, if the proposed change is approved, are there upstream water rights that would be affected? ☐ Yes ☒ No If "Yes", describe how the rights would be affected and list the rights most affected:

6. Check here ☐ if it appears that downstream water rights benefit from return flows resulting from the current use of the transferred right(s)? If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most:

☐ N/A

7. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? If you check the box, describe and, if possible, estimate the losses:

☒ N/A

8. For instream transfers that propose protection of a reach beyond the mouth of the source stream:

☒ N/A Would the quantity be measureable into the receiving stream consistent with OAR 690-077-0015(8)? ☐ Yes ☐ No

9. For POU changes: ☐ N/A Is it likely the original place of use would continue to receive water from the same source? ☐ Yes ☒ No If "Yes", explain:

10. For POU or USE changes: ☐ N/A In your best judgment, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste?

☐ Yes ☒ No If "Yes", explain:

11. For POU changes that involve micro-irrigation: ☒ N/A

- a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the current place of use boundary of the water right proposed for transfer, and previously demonstrated to the Department through monitoring and site inspections by the Watermaster that the proposed transfer will not result in injury or enlargement?

☐ Yes ☐ No If "Yes", explain:

- b. Has a temporary transfer of this nature been previously filed and approved on the same lands (or portions thereof) as those lands involved in this transfer?

☐ Yes ☒ No If "Yes", answer the following:

- i. Were there any problems with more acres being irrigated (or wetted) than were authorized under the temporary transfer? ☐ Yes ☐ No If "Yes", explain:
- ii. Did the designated areas that were to remain dry (or not wetted) under the temporary transfer actually remain dry? ☐ Yes ☐ No If "No", explain:
- iii. Did the applicant comply with and meet all of the conditions of the temporary transfer? ☐ Yes ☐ No If "No", explain:
- iv. Do you have any other observations regarding the temporary transfer? ☐ Yes ☐ No If "Yes", describe:
- v. Did the applicant demonstrate to the Department through monitoring and site inspections by the Watermaster that neither injury nor enlargement occurred as a result of the temporary transfer? ☐ Yes ☐ No If "No", explain:

- c. To the best of your knowledge, if this transfer is approved, does it appear that:

i. "Injury" will occur to other water rights that share the same source? ☐ Yes ☒ No If "Yes", explain:

ii. "Enlargement" of the water right being transferred will occur? ☐ Yes ☒ No If "Yes", explain:

12. Are there other issues not identified through the above questions that should be considered in determining whether the change "can be effected without injury to other rights"?

☒ Yes ☐ No If "Yes", explain:

We don't know how water will be conveyed from the current POU to the proposed POU

13. What alternatives may be available for addressing any issues identified above:

The applicant could specify how water will be conveyed in order to better address the potential for injury.

14. Do conditions need to be included in the transfer order to avoid enlargement of the right or injury to other rights? ☒ No ☐ Yes, as checked and provided below:

☐ For POU changes that involve micro-irrigation, provide the monitoring and reporting conditions necessary to prevent injury/enlargement:

☐ A Headgate should be required prior to diverting water.

☐ Measurement Devices for POD or POA: (if this condition is selected, also fill in the top sections of Page 4)

a. Before water use may begin under this order, the water user shall install a totalizing flow meter, or, with prior approval of the Director, another suitable measuring device, ☐ at each point of diversion/appropriation (new and existing) OR at each new point of diversion/appropriation ☐ with the exception that water rights issued to the Bureau of Reclamation or an irrigation district (or similar entity) are not subject to this condition.*

b. The water user shall maintain the meters or measuring devices in good working order.

c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.

☐ Reservoir water use measurement: (if this condition is selected, also fill in the top sections of Page 4)

a. Before water use may begin under this order, the water user shall install staff gages, or, with prior approval of the Director, other suitable measuring devices, that measure the entire range and stage between empty and full in each reservoir. Staff gages shall be United States Geological Survey style.*

b. Before water use may begin under this order, if the reservoir is located in channel, weirs or other suitable measuring devices must be installed upstream and downstream of the reservoir, and, an adjustable outlet valve must be installed. The water user shall maintain such devices in good working order. A written waiver may be obtained, if in the judgment of the Director, the installation of weirs or other suitable measuring devices, or the adjustable outlet valve, will provide no public benefit.

* The following alternative device(s) should be substituted for the bold, underlined device in the above selected condition:

☐ Weir
☐ Parshall Flume
☐ Other: _____

☐ Submerged Orifice
☐ Flow Restrictor

Oregon Water Resources Department

Measurement Condition Information for the Applicant

(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T- 14255



In order to avoid enlargement of the right or injury to other rights, a **totalizing flowmeter** will be required to be installed **prior to diversion of water**, as a condition of this transfer:

☐at each point of diversion/appropriation (new and existing) **OR**☐

at each new point of diversion/appropriation.

For additional information, or to obtain approval of a different type of measurement device, the applicant should contact the area Watermaster:

Watermaster name:

District: 17

Address: 3125 Crosby Ave

City/State/Zip: Klamath Falls, OR

Phone: 971-375-5424

Email: tom.d.skiles@water.oregon.gov

Note: If a device other than the one specified in the Preliminary Determination or Final Order is approved by the Watermaster, fill out and mail the form below to the Salem office.

Approval of an Alternate Measurement Device

T- 14255

(to be filled out after consultation with the applicant, or after a site visit)

On behalf of the Director, I authorize use of the following suitable alternate measurement device:

Tom Skiles

Digitally signed by Tom Skiles
DN: cn=Tom Skiles, o=Oregon Water Resources Department, email=Tom.Skiles@water.oregon.gov
Location: 3125 Crosby Ave, Klamath Falls, OR 97603
Date: 2023.10.27 10:27:00 PST
Reason: I am the author of this document
User: TSK

Watermaster signature

17

District

10/27/2023

Date

If this form is used for approval of an alternative measurement device, it must be mailed to:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **141266**

INVOICE # _____

RECEIVED FROM: Deming Ranch Land +
BY: Cattle LLC

APPLICATION	
PERMIT	
TRANSFER	<u>T-14255</u>

CASH: ☐ CHECK: # 1552 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$1,598.34

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES 47/24 R/11444 03 \$ _____
0412 OTHER: (IDENTIFY) Trans Reimbursement \$1,598.34
0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan Author 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407	COPY & TAPE FEES	\$ _____
0410	RESEARCH FEES	\$ _____
0408	MISC REVENUE: (IDENTIFY) _____	\$ _____
TC162	DEPOSIT LIAB. (IDENTIFY) _____	\$ _____
0240	EXTENSION OF TIME	\$ _____

WATER RIGHTS:

0201	SURFACE WATER	EXAM FEE \$ _____	0202	RECORD FEE \$ _____
0203	GROUND WATER	\$ _____	0204	\$ _____
0205	TRANSFER	\$ _____		

WELL CONSTRUCTION

0218	WELL DRILL CONSTRUCTOR	EXAM FEE \$ _____	0219	LICENSE FEE \$ _____
	LANDOWNER'S PERMIT		0220	\$ _____

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211	WELL CONST START FEE	\$ _____	CARD# _____
0210	MONITORING WELLS	\$ _____	CARD# _____
	OTHER (IDENTIFY) _____		

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233	POWER LICENSE FEE (FW/WRD)	\$ _____
0231	HYDRO LICENSE FEE (FW/WRD)	\$ _____
	HYDRO APPLICATION	\$ _____

TREASURY OTHER / RDX

FUND _____ TITLE _____
OBJ. CODE _____ VENDOR # _____
DESCRIPTION _____ \$ _____

RECEIPT: **141266**

DATED: 7-27-2013 BY: mcalley

**REIMBURSEMENT AUTHORITY
APPLICANT'S AGREEMENT
Contract Number: R11-444-23**

RECEIVED

JUL 27 2023

OWRD

This Agreement is between the Oregon Water Resources Department, hereafter OWRD, and Deming Ranch, Land, and Cattle LLC, hereafter Applicant, hereafter known together as the parties.

OWRD Information

Contact: **Kelly Starnes**
Title: Transfer Advisor
Address: 725 Summer Street, NE, Suite A
Salem, OR 97301-1266

Phone: 503 979-3511
Fax: 503 986-0901
Email: patrick.k.starnes@water.oregon.gov

Applicant's Information

Name: Deming Ranch, Land, and Cattle, LLC
Contact:
Address: 2064 Camp Whitney Circle
Rocklin, CA 95765

Phone:
Fax:
Email: jhicks@fayranches.com

Applicant's Representative

Name: All Points Engineering & Surveying, Inc.
Contact:
Address: PO Box 767
Terrebonne, OR 97760

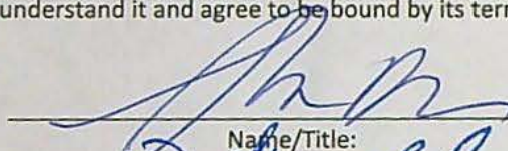
Phone: (541) 548-5833
Fax:
Email: scott@apeands.com

Purpose The purpose of this Agreement is to expedite the processing of the Transfer Application. (Application Number: T-14255)

1. **Authority.** The OWRD has been authorized pursuant to ORS 536.055 to enter into a voluntary agreement with any applicant, permittee or regulated entity (collectively Applicant) for expediting or enhancing a regulatory process. In making this agreement, OWRD shall require the applicant to pay the full cost of expedited process.
2. **Restrictions.** Applicant and OWRD agree that this Agreement shall not be construed to restrict in any way the decisions and actions by OWRD. OWRD shall be free to exercise independent judgment consistent with existing laws and regulations.
3. **Effective Date and Duration.** Unless otherwise terminated by non-deposit of funds by the Applicant, this Agreement shall become effective on the date on which both parties have signed the Agreement and the full deposit of the estimated cost of the proposed service.
4. **Consideration.**
 - a. Applicant shall pay OWRD in advance for actual costs incurred by OWRD. The estimated maximum reimbursement payable to OWRD under this Agreement is **\$1,598.34**. Applicant agrees to pay the full amount of **\$1,598.34** to OWRD prior to commencement of any work stated in this Agreement. This payment will be placed in an account administered by OWRD and drawn upon as costs are actually incurred. If the actual cost of performing the work is less than payments received, OWRD will refund the unspent balance. If the actual cost of processing exceeds the estimate, the Applicant can either elect to terminate this Agreement or amend the Agreement to reflect the increase in cost.
 - b. The costs stated in this Agreement do not include the statutory application processing and filing fees.
5. **Confidentiality.** Applicant agrees that any information provided to or acquired by OWRD under this Agreement will be subject to the Oregon Public Records Law and shall be considered public records.
6. **Indemnity.** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon, OWRD, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its representatives, officers, employees, contractors, or agents under this Agreement or with respect to the expedited service. The Applicant acknowledges that the Oregon Water Resources Department cannot and does not guarantee a favorable review under the subject regulatory process.

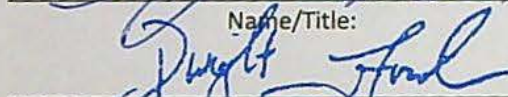
7. **Termination.** Applicant may request to terminate this agreement only in writing at anytime during the process. The Applicant agrees to pay for the work done by OWRD up until the time of the written termination request. OWRD, upon receiving such written termination request from the Applicant, will refund any unspent balance.
8. **Funds Authorized and Available.** By its execution of this Agreement, Applicants certify that sufficient funds are authorized and available to cover the expenditures contemplated by this Agreement.
9. **Duration of Estimate.** The Estimate of Time to completion is **approximately** 120 days once this Agreement has been fully executed and payment of the estimated cost deposited. If the Applicant's Agreement is not received by the Department within thirty (30) days of mailing the Agreement, the Applicant may need to re-apply for a new estimate. NOTE: Any time estimate is approximate; No guarantee of Final Order issuance of a date is certain. Duration estimates do not include any statutory waiting periods.
10. **Completion Date.** OWRD, by the execution of this Agreement does not guarantee the completion date indicated in this Agreement. Completion date is only an estimate and may be affected by the Department's workload, issues arising from the processing of the requested services and Applicant's timely response to requests for additional information.
11. **Captions.** The captions or headings in this Agreement are for the convenience only and in no way define, limit, or describe the scope, or intent, of any provision of this Agreement.
12. **Amendment and Merger.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
13. **Signatures.** All parties, by the authorized representative's signature below, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

For Applicant:

 owner
Name/Title:

7/24/23
Date

For OWRD:


Dwight French – Administrator

7/27/2023
Date

Mail signed Agreement to:

Stacy Phillips
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIPT # **140818**
725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

INVOICE # _____

RECEIVED FROM: Hicks Ranch Sales
BY: LLC

APPLICATION
PERMIT
TRANSFER T-14255

CASH: ☐ CHECK: # 3381 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 125.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES 47124 R11444-23 \$
0412 OTHER: (IDENTIFY) Transfer Reimbursement Authority \$ 125.00

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$
0410 RESEARCH FEES \$
0408 MISC REVENUE: (IDENTIFY) \$
TC162 DEPOSIT LIAB. (IDENTIFY) \$
0240 EXTENSION OF TIME \$

WATER RIGHTS:

	EXAM FEE		RECORD FEE
0201 SURFACE WATER	\$	0202	\$
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$		

WELL CONSTRUCTION

	EXAM FEE		LICENSE FEE
0218 WELL DRILL CONSTRUCTOR	\$	0219	\$
LANDOWNER'S PERMIT		0220	\$

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ CARD#
0210 MONITORING WELLS \$ CARD#

OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD) \$
0231 HYDRO LICENSE FEE (FW/WRD) \$
HYDRO APPLICATION \$

TREASURY OTHER / RDX

FUND _____ TITLE _____

OBJ. CODE _____ VENDOR # _____

DESCRIPTION _____ \$

RECEIPT: **140818** DATED: 5-30-23 BY: B

Distribution - White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIPT # **140818**
725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

INVOICE # _____

RECEIVED FROM: Hicks Ranch Sales
BY: LLC

APPLICATION
PERMIT
TRANSFER T-14255

CASH: ☐ CHECK: # 3381 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 125.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES 47124 R11444-23 \$
0412 OTHER: (IDENTIFY) Transfer Reimbursement Authority \$ 125.00

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES \$
0410 RESEARCH FEES \$
0408 MISC REVENUE: (IDENTIFY) \$
TC162 DEPOSIT LIAB. (IDENTIFY) \$
0240 EXTENSION OF TIME \$

WATER RIGHTS:

	EXAM FEE		RECORD FEE
0201 SURFACE WATER	\$	0202	\$
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$		

WELL CONSTRUCTION

	EXAM FEE		LICENSE FEE
0218 WELL DRILL CONSTRUCTOR	\$	0219	\$
LANDOWNER'S PERMIT		0220	\$

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE \$ CARD#
0210 MONITORING WELLS \$ CARD#

OTHER (IDENTIFY) _____

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD) \$
0231 HYDRO LICENSE FEE (FW/WRD) \$
HYDRO APPLICATION \$

TREASURY OTHER / RDX

FUND _____ TITLE _____

OBJ. CODE _____ VENDOR # _____

DESCRIPTION _____ \$

RECEIPT: **140818** DATED: 5-30-23 BY: B

Distribution - White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal



OREGON WATER RESOURCES DEPARTMENT
TRANSFER REIMBURSEMENT AUTHORITY
ESTIMATE APPLICATION



ORS 536.055 authorizes the Oregon Water Resources Department to expedite or enhance regulatory processes voluntarily requested under the agreement.

Please contact Transfer Personnel before submitting this request; as the application fee is a Non-refundable \$125.00 fee per request. Checks submitted for this application should be separate From Transfer fees.

The purpose of this application is to obtain estimates of the cost and time required to process a Transfer Application Request. **There is a non-refundable application fee of \$125.00 per request.**

REQUEST	TYPE	FILE NUMBER
<input checked="" type="checkbox"/>	Transfer Application	Transfer Number <u>T-14295</u>

Applicant Information		Applicant's Representative/Contact
Name:	<u>Deming Ranch, Land, and Cattle, LLC</u>	<u>All Points Engineering & Surveying, Inc</u>
Address:	<u>2064 Camp Whitney Circle</u>	<u>P.O. Box 767</u>
	<u>Rocklin, CA 95765</u>	<u>Terrebonne, OR 97760</u>
Phone:	<u> </u>	<u>(541) 548-5833</u>
Fax:	<u> </u>	<u> </u>
E-Mail Address:	<u>jhicks@fayranches.com</u>	<u>Scott@APEandS.com</u>

I understand the following:

- That upon receipt of my non-refundable application fee of **\$ 125.00**, OWRD will, within fourteen (14) days, notify me in writing of the estimate of costs and time frame for the expedited service.
- That this fee covers the reimbursement authority staff to evaluate and provide the estimate for processing of the request.
- That OWRD will, within fourteen (14) days, notify me in writing of the estimates of costs and time frame for the expedited service.
- That upon receiving the estimate I may agree or decline to enter into a formal contract to pay the estimated cost in advance to initiate the expedited service.
- An incomplete or inaccurate application may delay the process and increase the cost to process my request.
- Expedited processing does not guarantee a favorable review of my request.
- Send completed Application and payment to:

**Oregon Water Resources Department
Transfer Reimbursement Authority Program
725 Summer St. NE, Suite A
Salem, OR 97301-1271**

RECEIVED
MAY 30 2023
OWRD

I certify that I am the (check one):

☒ Applicant ☐ Applicant's Representative ☐ Other (Please specify) _____

Name: Daniel Kominek, Managing Member of Deming Ranch, Land, and Cattle, LLC

Signature: 

OWRD USE ONLY: Reimbursement Authority Number: R11- 444 -23



Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

June 6, 2023

DANIEL KOMINEK

2064 CAMP WHITNEY CIRCLE

ROCKLIN, CA 95765

Reference: Application T-14255

On June 6, 2023, the Department received your water right Permanent Transfer Application. The application was accompanied by \$2590.00. Receipt number 140832 is enclosed.

By copy of this letter, we are asking the Watermaster for a report regarding the potential for injury to existing water rights which may be caused by the requested change. A review form will also be sent to groundwater staff to determine whether the proposed well accesses the same source of water as the original well.

This application may require publication of a notice for two consecutive weeks in a newspaper with general circulation in the area where the water right is located. If it is determined that newspaper notice will be required, the Department will prepare the notice and notify you of the cost. You will be responsible for submitting payment to the Department prior to publication of the notice.

Except as provided under ORS 540.510(3) for municipalities, you may not use water in the new place of use until a final order approving the transfer application has been issued by the Department. In order to avoid any possible forfeiture of the water right, you should continue to use the water as described by your existing water right.

If the land is sold before the application is approved, the buyer's consent to the application will be required unless a recorded deed or other legal document clearly established that the water right was not conveyed in the sale.

Refer to the following page for a chart showing the steps and expected timelines for the processing of your application.

If you have any questions, please contact the Transfer Section at (503) 986-0935.

Cc: Watermaster Dist. #17, Danette M. Watson (*via email*)
Scott D. Montgomery, Agent

Enclosure

**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A
SALEM, OR 97301-4172
(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **140832**

INVOICE # _____

RECEIVED FROM: All Points Engineering and Surveying
BY: _____

APPLICATION	
PERMIT	
TRANSFER	7-14255

CASH: ☐ CHECK: # 4888 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 2,590.00

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES	\$
OTHER: (IDENTIFY)	\$

0243 I/S Lease _____ 0244 Muni Water Mgmt. Plan _____ 0245 Cons. Water _____

4270 WRD OPERATING ACCT

MISCELLANEOUS

0407 COPY & TAPE FEES	\$
0410 RESEARCH FEES	\$
0408 MISC REVENUE: (IDENTIFY)	\$
TC162 DEPOSIT LIAB. (IDENTIFY)	\$
0240 EXTENSION OF TIME	\$

WATER RIGHTS:

0201 SURFACE WATER	EXAM FEE	0202	RECORD FEE
0203 GROUND WATER	\$	0204	\$
0205 TRANSFER	\$ <u>2,590.00</u>		

WELL CONSTRUCTION

0218 WELL DRILL CONSTRUCTOR	EXAM FEE	0219	LICENSE FEE
LANDOWNER'S PERMIT	\$	0220	\$

OTHER (IDENTIFY) _____

0536 TREASURY 0437 WELL CONST. START FEE

0211 WELL CONST START FEE	\$	CARD#	
0210 MONITORING WELLS	\$	CARD#	
OTHER (IDENTIFY)			

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

0233 POWER LICENSE FEE (FW/WRD)	\$
0231 HYDRO LICENSE FEE (FW/WRD)	\$
HYDRO APPLICATION	\$

TREASURY OTHER / RDX

FUND _____	TITLE _____
OBJ. CODE _____	VENDOR # _____
DESCRIPTION _____	\$ _____

RECEIPT: **140832**

DATED: 5-30-23 BY: [Signature]

Application for Permanent Water Right Transfer

Part 1 of 5 – Minimum Requirements Checklist



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

This transfer application **will be returned** if Parts 1 through 5 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Transfer Section.

RECEIVED

MAY 30 2023

OWRD

Check all items included with this application. (N/A = Not Applicable)

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Transfer Application Map Checklist.
- ☒ Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at:
http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator.
- ☒ Part 4 – Completed Applicant Information and Signature.
- ☒ Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: 83235**

Please include a separate Part 5 for each water right. (See instructions on page 6)

NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.

Attachments:

- ☒ Completed Transfer Application Map.
- ☒ Completed Evidence of Use Affidavit and supporting documentation.
- ☐ ☒ N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land the water right is on.)
- ☐ ☒ N/A Supplemental Form D – For water rights served by or issued in the name of an irrigation district. Complete when the transfer applicant is not the irrigation district.
- ☐ ☒ N/A Oregon Water Resources Department's Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if all of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- ☒ ☐ N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
- ☐ ☒ N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500' from the surface water source and more than 1000' upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

(For Staff Use Only)

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

- | | |
|--|--|
| <input type="checkbox"/> Application fee not enclosed/insufficient | <input type="checkbox"/> Map not included or incomplete |
| <input type="checkbox"/> Land Use Form not enclosed or incomplete | <input type="checkbox"/> Evidence of Use Form not enclosed or incomplete |
| <input type="checkbox"/> Additional signature(s) required | <input type="checkbox"/> Part _____ is incomplete |

Other/Explanation _____

Staff: _____ 503- _____ Date: ____/____/____

Part 2 of 5 – Transfer Application Map

Your transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- ☒ ☐ N/A Certified Water Right Examiner (CWRE) Stamp and Original Signature. For a list of CWREs, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/. CWRE stamp and signature are not required for substitutions.
- ☐ ☒ N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- ☒ Permanent quality printed with dark ink on good quality paper.
- ☒ The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- ☒ A north arrow, a legend, and scale.
- ☒ The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated), the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- ☒ Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- ☒ Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- ☒ Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- ☒ Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- ☒ Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- ☒ ☐ N/A Proposed place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- ☒ Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- ☐ ☒ N/A If you are proposing a change in point(s) of diversion or well(s), show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)		
1	Base Fee (includes one type of change to one water right for up to 1 cfs)	1 \$1,360
	Types of change proposed: <input checked="" type="checkbox"/> Place of Use <input type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = <u>1 (2a)</u> Subtract 1 from the number in line 2a = <u>0 (2b)</u> <i>If only one change, this will be 0</i>	RECEIVED MAY 30 OWEB
2	Multiply line 2b by \$1090 and enter »	2 \$0
3	Number of water rights included in transfer <u>1 (3a)</u> Subtract 1 from the number in 3a above: <u>0 (3b)</u> <i>If only one water right this will be 0</i> Multiply line 3b by \$610 and enter »	3 \$0
4	Do you propose to add or change a well, or change from a surface water POD to a well? <input checked="" type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: enter \$480 for the 1 st well to be added or changed _____ (4a) Do you propose to add or change additional wells? <input checked="" type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: multiply the number of additional wells by \$410 _____ (4b) Add line 4a to line 4b and enter »	4 \$0
5	Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 <input checked="" type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see below*): <u>3.85 (5a)</u> Subtract 1.0 from the number in 5a above: <u>2.85 (5b)</u> If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: <u>3 (5c)</u> and multiply 5c by \$410, then enter on line 5 »	5 \$1,230
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6 \$2,590
7	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input type="checkbox"/> endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 6 by 0.5 and enter on line 7 »	
7	If no box is applicable, enter 0 on line 7 »	7 \$0
8	Subtract line 7 from line 6 » Transfer Fee:	8 \$2,590

*Example for Line 5a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

1. For irrigation calculate cfs for each water right involved as follows:
 - a. Divide total authorized cfs by total acres in the water right (for C12345, $1.25 \text{ cfs} \div 100 \text{ ac}$); then multiply by the number of acres to be transferred to get the transfer cfs ($\times 45 \text{ ac} = 0.56 \text{ cfs}$).
 - b. If the water right certificate does not list total cfs, but identifies the allowable use as $1/40$ or $1/80$ of a cfs per acre; multiply number of acres proposed for change by either 0.025 ($1/40$) or 0.0125 ($1/80$). (For C87654, $45.0 \text{ ac} \times 0.0125 \text{ cfs/ac} = 0.56 \text{ cfs}$)
2. Add cfs for the portions of water rights on all the land included in the transfer; however do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land. The fee should be assessed only once for each "on the ground" acre included in the transfer. (In this example, blank 5a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 5b would be 0 and Line 5 would then also become 0).

FEE WORKSHEET for SUBSTITUTION			
1	Base Fee (includes change to one well)	1	\$990.00
	Number of wells included in substitution _____ (2a) Subtract 1 from the number in 2a above: _____ (2b) <i>If only one well this will be 0</i>		
2	Multiply line 2b by \$480 and enter » » » » » » » » » » » » » » » »	2	
3	Add entries on lines 1 through 2 above » » » » » » Fee for Substitution:	3	

Part 4 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME Deming Ranch, Land, and Cattle, LLC			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS 2064 Camp Whitney Circle			FAX NO.	
CITY Rocklin	STATE CA	ZIP 95765	E-MAIL jhicks@fayranches.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

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

AGENT/BUSINESS NAME All Points Engineering & Surveying, Inc.			PHONE NO. (541) 548-5833	ADDITIONAL CONTACT NO. (541) 420-0401
ADDRESS P.O. Box 767			FAX NO.	
CITY Terrebonne	STATE OR	ZIP 97760	E-MAIL scott@apeands.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Explain in your own words what you propose to accomplish with this transfer application, and why:
Proposed to move place of use to land better suited for farming crops on.

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

Check One Box

- ☒ By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5); OR
- ☐ I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; OR
- ☐ I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

RECEIVED


MAY 30 2023

OWRD

By my signature below, I confirm that I understand:

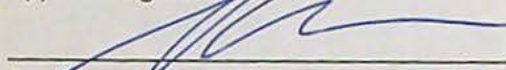
- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: Klamath Falls Herald and News.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).
- Refunds may only be granted upon request and, as set forth in ORS 536.050(4)(a), if the Director determines that a refund of all or part of a fee is appropriate in the interests of fairness to the public or necessary to correct an error of the Department.

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


Applicant signature

Daniel Kominek, Manager
Print Name (and Title if applicable)

5/8/2023
Date


Applicant signature

Steven Morgan, Member
Print Name (and Title if applicable)

5/8/23
Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? ☒ Yes ☐ No*

*If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.

Check the following boxes that apply:

- ☐ The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.
- ☐ The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.
- ☒ Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold? ☒ Yes ☐ No

If YES, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a request for assignment will have to be filed for at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see:

https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf

RECEIVING LANDOWNER NAME			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS				FAX NO.
CITY	STATE	ZIP	E-MAIL	
Describe any special ownership circumstances:				
The confirming Certificate shall be issued in the name of: <input type="checkbox"/> Applicant <input type="checkbox"/> Receiving Landowner				

☐ Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (Tip: Complete and attach Supplemental Form D.)

IRRIGATION DISTRICT NAME	ADDRESS	
CITY	STATE	ZIP

☐ Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP



To meet State Land Use Consistency Requirements, you must list all county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

RECEIVED
MAY 30 2023
OWRD

Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 83235

Description of Water Delivery System

System capacity: 3.85 cubic feet per second (cfs) OR

_____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **Water is pumped from the authorized POA and conveyed into the existing canal system that irrigates by flooding the place of use.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)

(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-_____)	Twp	Rng	Sec	¼ ¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	KLAM 2142	36 S	14 E	24	NE SW	4500	1510' N & 1750' E from SW cor S24

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Supplemental Use to Primary Use (S to P) |
| <input type="checkbox"/> Character of Use (USE) | <input type="checkbox"/> Point of Appropriation/Well (POA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | <input type="checkbox"/> Substitution (SUB) |
| <input type="checkbox"/> Surface Water POD to Ground Water POA (SW/GW) | <input type="checkbox"/> Government Action POD (GOV) |

Will all of the proposed changes affect the entire water right?

- ☒ Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- ☐ No Complete all of Table 2 to describe the portion of the water right to be changed.

RECEIVED

MAY 30 2023

OWRD

E-RECEIVED

November 9, 2023

OWRD

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 83235

List the change proposed for the acreage in each $\frac{1}{4}$ $\frac{1}{4}$. If more than one change is proposed, specify the acreage associated with each change.
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.													
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date				
										POU	36	S	14	E	26	SW	NE	4500		30.2	IS	Well	1981	
																SE	NE			1.3	IR			
																SE	NE			32.1	IS			
																SE	NW			10.0				
																NE	SW			13.4				
																NW	SW			21.5				
																SW	SW			40.0				
																SE	SW			40.0				
																NE	SE			25.0				
																NW	SE			16.3				
																SW	SE			40.0				
																SE	SE			39.3				
TOTAL ACRES:											TOTAL ACRES:						307.8	IS 1.3 IR						

Additional remarks: Propose to move POU only and continue to use KLAM 2142 as well source.

For Place of Use or Character of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? ☒ Yes ☐ No

If YES, list the certificate, water use permit, or ground water registration numbers: 30091, 9950, and 9984.

Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

For Substitution (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # _____;

Surface water primary Certificate # _____.

RECEIVED

MAY 30 2023

For a change from Supplemental Irrigation Use to Primary Irrigation Use

Identify the primary certificate to be cancelled. Certificate # _____

OWRD

For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:

- ☐ Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

Tip: You may search for well logs on the Department's web page at:

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

AND/OR

- ☐ Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L- _____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right

NOTICE TO WATER WELL CONTRACTOR
The original and first copy of this report
are to be filed with the

WATER RESOURCES DEPARTMENT

SALEM, OREGON 97310

within 30 days from the date
of well completion.

KLAM 2142 WATER WELL REPORT

STATE OF OREGON

(Please type or print)

(Do not write above this line)

JAN 4 1980

State Well No.

State Permit No.

365/146-2460

(1) OWNER:

Name HAMMOND & DOKE, INC. (LARRY DOKE)

Address P. O. BOX 498

BLY, OREGON 97622

(2) TYPE OF WORK (check):

New Well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary ☒ Driven ☐

Jetted ☐ Bored ☐

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☐ Municipal ☐

Irrigation ☒ Test Well ☐ Other ☐

(5) CASING INSTALLED:

16" Diam. from 0 ft. to 32 ft. Gage 250

" Diam. from ft. to ft. Gage

" Diam. from ft. to ft. Gage

(6) PERFORATIONS:

Perforated? ☐ Yes ☒ No

Type of perforator used

Size of perforations	in. by	in.
perforations from	ft. to	ft.
perforations from	ft. to	ft.
perforations from	ft. to	ft.

(7) SCREENS:

Well screen installed? ☐ Yes ☒ No

Manufacturer's Name

Type Model No.

Diam. Slot size Set from ft. to ft.

Diam. Slot size Set from ft. to ft.

(8) WELL TESTS:

Drawdown is amount water level is
lowered below static level

a pump test made? ☒ Yes ☐ No If yes, by whom? Modoc Pump

Yield: 3,000 gal./min. with 12 ft. drawdown after 24 hrs.

4,000 " 24 " 24 "

" " " "

test gal./min. with ft. drawdown after hrs.

Artesian flow g.p.m.

Temperature of water 70° Depth artesian flow encountered ft.

(9) CONSTRUCTION:

Well seal—Material used Cement - Bentonite Grout

Well sealed from land surface to 30 ft.

Diameter of well bore to bottom of seal 20 in.

Diameter of well bore below seal 15 in.

Number of sacks of cement used in well seal 25 sacks

How was cement grout placed? Pressure-Grouted from

30 Ft. up to Land Surface.

Was a drive shoe used? ☐ Yes ☒ No Plugs Size: location ft.

Did any strata contain unusable water? ☐ Yes ☒ No

Type of water? depth of strata

Method of sealing strata off

Was well gravel packed? ☐ Yes ☒ No Size of gravel: MAY 30 2023

Gravel placed from ft. to ft.

(10) LOCATION OF WELL:

County Klamath

Driller's well number AR-557-79

NE 1/4 SW 1/4 Section 24 T. 36 S. R. 14 E. W.M.

Bearing and distance from section or subdivision corner

2 miles north of highway 140 on Dairy Creek
Rd. (Take right turn at yellow cattle guard)

(11) WATER LEVEL: Completed well.

Depth at which water was first found 350 ft.

Static level 206 ft. below land surface. Date 12/11/79

Artesian pressure lbs. per square inch. Date

(12) WELL LOG:

Diameter of well below casing 15 Inch

Depth drilled 890 ft. Depth of completed well 890 ft.

Formation: Describe color, texture, grain size and structure of materials;
and show thickness and nature of each stratum and aquifer penetrated.
with at least one entry for each change of formation. Report each change in
position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Soil Zone (Gravelly, Brown)	0	3	
Grey Basalt (Fine-grained, Ultra Hard)	3	70	
Claystone (Volcanic-Red, Soft Rock)	70	85	
Basalt (Grey, Ultra-Hard)	85	190	
Basalt (Brown-Red-Fractured)	190	215	
Basalt (Grey, Hard)	215	400	206
Basalt (Grey, Ultra-Hard)	400	425	
Basalt (Brown-Red, Fractured With Void Areas H2O Bearing)	425	525	
Basalt (Grey, Hard)	525	635	
Basalt (Brown-Red, Fractured With Void Areas, H2O Bearing)	635	705	
Basalt (Grey, Ultra-Hard)	705	790	
Basalt (Grey, Hard)	790	825	
Basalt (Red, Very Fractured With Void Areas, H2O Bearing)	825	875	
Basalt (Red, Hard)	875	890	

Work started 11/5/ 1979 Completed 12/5/ 1979

Date well drilling machine moved off of well 12/11/ 1979

Drilling Machine Operator's Certification:

This well was constructed under my direct supervision.
Materials used and information reported above are true to my
best knowledge and belief.

[Signed] Gary Stokoleny Date 12/27/ 1979
(Drilling Machine Operator)

Drilling Machine Operator's License No. 801

Water Well Contractor's Certification:

This well was drilled under my jurisdiction and this report is
true to the best of my knowledge and belief.

Name RAPID WATER WELL DRILLING COMPANY
(Person, firm or corporation) (Type or print)

Address 545 North G Street, Lakeview, Ore.

[Signed] Gary Stokoleny
(Water Well Contractor)

Contractor's License No. 652 Date 12/27/ 1979

OWRD

14255 -

Application for Water Right Transfer

Evidence of Use Affidavit



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

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.
Supporting documentation must be attached.

State of Oregon)
County of _____) ss

I, JERRY HICKS, in my capacity as AGENT FOR DEMING RANCH, LAND, & CATTLE, LLC,
mailing address 555 NW 3RD STREET, PRINEVILLE, OR 97754
telephone number (541)420-0679, being first duly sworn depose and say:

RECEIVED
MAY 30 2023
OWRD

1. My knowledge of the exercise or status of the water right is based on (check one):
☒ Personal observation ☐ Professional expertise

2. I attest that:

- ☒ Water was used during the previous five years on the **entire** place of use for
Certificate # 83235; OR
☐ My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

- ☐ Confirming Certificate # _____ has been issued within the past five years; OR
☐ Part or all of the water right was leased instream at some time within the last five years. The
instream lease number is: _____ (Note: If the entire right proposed for
transfer was not leased, additional evidence of use is needed for the portion not leased instream.); OR
☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use
would be rebutted under ORS 540.610(2) is attached.
☐ Water has been used at the actual current point of diversion or appropriation for more than
10 years for Certificate # _____ (For Historic POD/POA Transfers)

(continues on reverse side)

3. The water right was used for: (e.g., crops, pasture, etc.): CROPS & PASTURE

4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

[Signature]
Signature of Affiant

5-2-23

Date

Signed and sworn to (or affirmed) before me this 2nd day of May, 2023.



[Signature]
Notary Public for Oregon

My Commission Expires: Mar 14, 2027

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input checked="" type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none">• Power usage records for pumps associated with irrigation use• Fertilizer or seed bills related to irrigated crops• Farmers Co-op sales receipt
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers RECEIVED MAY 30 2023 OWRD	<ul style="list-style-type: none">• District assessment records for water delivered• Crop reports submitted under a federal loan agreement• Beneficial use reports from district• IRS Farm Usage Deduction Report• Agricultural Stabilization Plan• CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added. Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terraserver.com
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

BILLING DATE: Aug 1, 2018 ACCOUNT NUMBER: [REDACTED] DUE DATE: Aug 17, 2018 AMOUNT DUE: \$292.72

ITEM 12 - ELECTRIC SERVICE

B4180 Campbell Bly OR
30 Hp Irrigation Pump Schedule 41
Service ID: 442086543-001

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
75661850	Jun 22, 2018 Jul 23, 2018	31	305 587	1.0	282 kwh
75661850	Demand Jul 23, 2018		1.583	1.0	2 kw
75661850	Reactive Jul 23, 2018		2.425	1.0	2 kvar

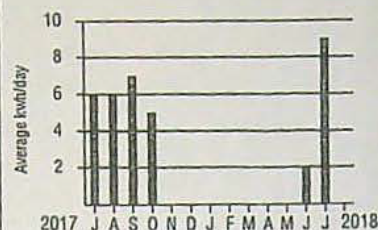
Next scheduled read date: 08-22. Date may vary due to scheduling or weather.

NEW CHARGES - 07/18	UNITS	COST PER UNIT	CHARGE
Delivery Charge Secondary	282 kwh	0.0364100	10.27
Reactive Power Charge Sec	1 kvar	0.6500000	0.65
(Season End Est Charge Sec Is \$30.00)			
Supply Energy Sec Summer	282 kwh	0.0598300	16.87
Public Purpose		0.0300000	0.83
Energy Conservation Charge	282 kwh	0.0033200	0.94
Low Income Assistance	282 kwh	0.0006900	0.19
J C Boyle Dam Removal Surchar			
for 18 day(s)	164 kwh	0.0003700	0.06
for 13 day(s)	118 kwh	0.0003800	0.04
Copco Iron Gate Dams Remv Schg			
for 18 day(s)	164 kwh	0.0011200	0.18
for 13 day(s)	118 kwh	0.0011600	0.14
B P A Columbia River Benefits	282 kwh	-0.0078500	-2.21
Total New Charges			27.96

Effective July 6, 2018, the Oregon Public Utility Commission has approved a price decrease to the Klamath Dam Removal charges. These charges appear on your bill as JC Boyle Dam Removal and Copco & Iron Gate Dams Removal. Oregon law and the Klamath Hydroelectric Settlement Agreement authorizes the collection of the dam removal charges from customers. Your bill will reflect charges billed at old and new rates.

When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously, please disregard this message.

Historical Data - ITEM 12



Your Average Daily kwh Usage by Month

PERIOD ENDING	JUL 2018	JUL 2017
Avg. Daily Temp.	67	68
Total kwh	282	167
Avg. kwh per Day	9	6
Cost per Day	\$0.90	\$0.62

RECEIVED

MAY 30 2023

OWRD

14255 -

BILLING DATE: Aug 30, 2018 ACCOUNT NUMBER: [REDACTED] DUE DATE: Sep 18, 2018 AMOUNT DUE: \$328.30

ITEM 4 - ELECTRIC SERVICE

25 N O 140 On Campbell Bunkhouse Bly OR
Residential Schedule 4

METER NUMBER	SERVICE PERIOD From	To	ELAPSED DAYS	METER READINGS Previous	Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
78417742	Jul 23, 2018	Aug 22, 2018	30	1061	1926	1.0	865 kwh

Next scheduled read date: 09-21. Date may vary due to scheduling or weather.

NEW CHARGES - 08/18	UNITS	COST PER UNIT	CHARGE
Basic Charge - Single Phase			9.50
Delivery Charge	865 kwh	0.0443300	38.35
Supply Energy Charge Block 1	865 kwh	0.0561400	48.56
Public Purpose		0.0300000	2.89
Energy Conservation Charge	865 kwh	0.0034600	2.99
Low Income Assistance			0.69
J C Boyle Dam Removal	865 kwh	0.0003600	0.31
Copco & Iron Gate Dams Removal	865 kwh	0.0011400	0.99
B P A Columbia River Benefits	865 kwh	-0.0106200	-9.19
Total New Charges			95.09

ITEM 5 - ELECTRIC SERVICE

B4939 Off Campbell Rd 250HP Bly OR
Horse Power Rating : 0250.0 Schedule F41
Service ID: 824407879-002

METER NUMBER	SERVICE PERIOD From	To	ELAPSED DAYS	METER READINGS Previous	Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
75463472	Jul 23, 2018	Aug 21, 2018	29	0	0	40.0	0 kwh
75463472	Demand	Aug 21, 2018			0	40.0	0 kw
75463472	Reactive	Aug 21, 2018			0	40.0	0 kvar

Next scheduled read date: 09-21. Date may vary due to scheduling or weather.

NEW CHARGES - 08/18	UNITS	COST PER UNIT	CHARGE
Total New Charges			0.00

ITEM 12 - ELECTRIC SERVICE

B4180 Campbell Bly OR
30 Hp Irrigation Pump Schedule 41
Service ID: 442086543-001

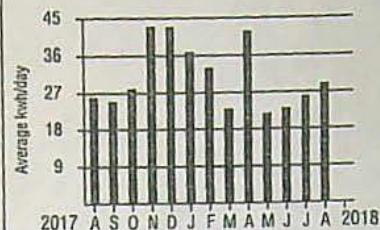
METER NUMBER	SERVICE PERIOD From	To	ELAPSED DAYS	METER READINGS Previous	Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
75661850	Jul 23, 2018	Aug 21, 2018	29	587	813	1.0	226 kwh
75661850	Demand	Aug 21, 2018			1.189	1.0	1 kw
75661850	Reactive	Aug 21, 2018			2.373	1.0	2 kvar

Next scheduled read date: 09-21. Date may vary due to scheduling or weather.

NEW CHARGES - 08/18	UNITS	COST PER UNIT	CHARGE
Delivery Charge Secondary	226 kwh	0.0364100	8.23
Reactive Power Charge Sec	2 kvar	0.6500000	1.30
(Season End Est Charge Sec Is \$30.00)			
Supply Energy Sec Summer	226 kwh	0.0598300	13.52
Public Purpose		0.0300000	0.69
Energy Conservation Charge	226 kwh	0.0033200	0.75
Low Income Assistance	226 kwh	0.0006900	0.16
J C Boyle Dam Removal Surcharge	226 kwh	0.0003700	0.08
Copco Iron Gate Dams Remv Schg	226 kwh	0.0011200	0.25
B P A Columbia River Benefits	226 kwh	-0.0078500	-1.77
Total New Charges			23.21

On August 15, 2018, the Oregon Public Utilities Commission approved Pacific Power's proposal to remove the upfront smart meter opt-out fee of \$137.00. Customers who opt-out before a smart meter is installed will only be charged \$36/month for manually reading an existing meter.

Historical Data - ITEM 4



Your Average Daily kwh Usage by Month

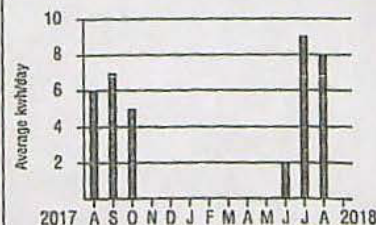
PERIOD ENDING	AUG 2018	AUG 2017
Avg. Daily Temp.	69	70
Total kwh	865	756
Avg. kwh per Day	29	26
Cost per Day	\$3.17	\$2.93

RECEIVED

MAY 30 2023

OWRD

Historical Data - ITEM 12



Your Average Daily kwh Usage by Month

PERIOD ENDING	AUG 2018	AUG 2017
Avg. Daily Temp.	69	70
Total kwh	226	184
Avg. kwh per Day	8	6
Cost per Day	\$0.80	\$0.64

14255 -

BILLING DATE: Oct 1, 2018 ACCOUNT NUMBER: [REDACTED] DUE DATE: Oct 17, 2018 AMOUNT DUE: \$279.96

ITEM 4 - ELECTRIC SERVICE

25 N O 140 On Campbell Bunkhouse Bly OR
Residential Schedule 4

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
78417742	Aug 22, 2018 Sep 21, 2018	30	1926 2695	1.0	769 kwh

Next scheduled read date: 10-22. Date may vary due to scheduling or weather.

NEW CHARGES - 09/18	UNITS	COST PER UNIT	CHARGE
Basic Charge - Single Phase			9.50
Delivery Charge	769 kwh	0.0443300	34.09
Supply Energy Charge Block 1	769 kwh	0.0561400	43.17
Public Purpose		0.0300000	2.60
Energy Conservation Charge	769 kwh	0.0034600	2.66
Low Income Assistance			0.69
J C Boyle Dam Removal	769 kwh	0.0003600	0.28
Copco & Iron Gate Dams Removal	769 kwh	0.0011400	0.88
B P A Columbia River Benefits	769 kwh	-0.0106200	-8.17
Total New Charges			85.70

ITEM 5 - ELECTRIC SERVICE

84939 Off Campbell Rd 250HP Bly OR
Horse Power Rating : 0250.0 Schedule F41
Service ID: 824407879-002

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
75463472	Aug 21, 2018 Aug 23, 2018		0 0	40.0	
75463472	Aug 24, 2018 Sep 21, 2018		0 0	40.0	
Total		31			0 kwh
75463472	Demand Aug 23, 2018		0	40.0	
75463472	Demand Sep 21, 2018		0	40.0	0 kw
Total					0 kw
75463472	Reactive Aug 23, 2018		0	40.0	
75463472	Reactive Sep 21, 2018		0	40.0	0 kvar
Total					0 kvar

Next scheduled read date: 10-22. Date may vary due to scheduling or weather.

NEW CHARGES - 09/18	UNITS	COST PER UNIT	CHARGE
Total New Charges			0.00

ITEM 12 - ELECTRIC SERVICE

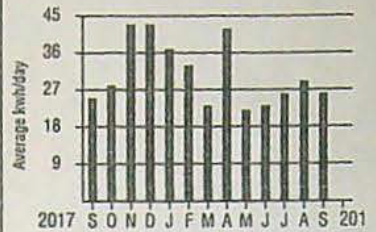
84180 Campbell Bly OR
30 Hp Irrigation Pump Schedule 41
Service ID: 442086543-001

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
75661850	Aug 21, 2018 Sep 24, 2018	34	813 1044	1.0	231 kwh
75661850	Demand Sep 24, 2018		1.06	1.0	1 kw
75661850	Reactive Sep 24, 2018		2.028	1.0	2 kvar

Next scheduled read date: 10-22. Date may vary due to scheduling or weather.

NEW CHARGES - 09/18	UNITS	COST PER UNIT	CHARGE
Delivery Charge Secondary	231 kwh	0.0364100	8.41
Reactive Power Charge Sec (Season End Est Charge Sec Is \$30.00)	2 kvar	0.6500000	1.30
Supply Energy Sec Summer	231 kwh	0.0598300	13.82
Public Purpose		0.0300000	0.71

Historical Data - ITEM 4



Your Average Daily kwh Usage by Month

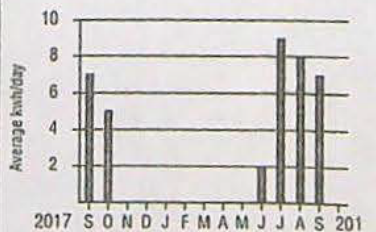
PERIOD ENDING	SEP 2018	SEP 2017
Avg. Daily Temp.	58	64
Total kwh	769	750
Avg. kwh per Day	26	25
Cost per Day	\$2.86	\$2.81

RECEIVED

MAY 30 2023

OWRD

Historical Data - ITEM 12

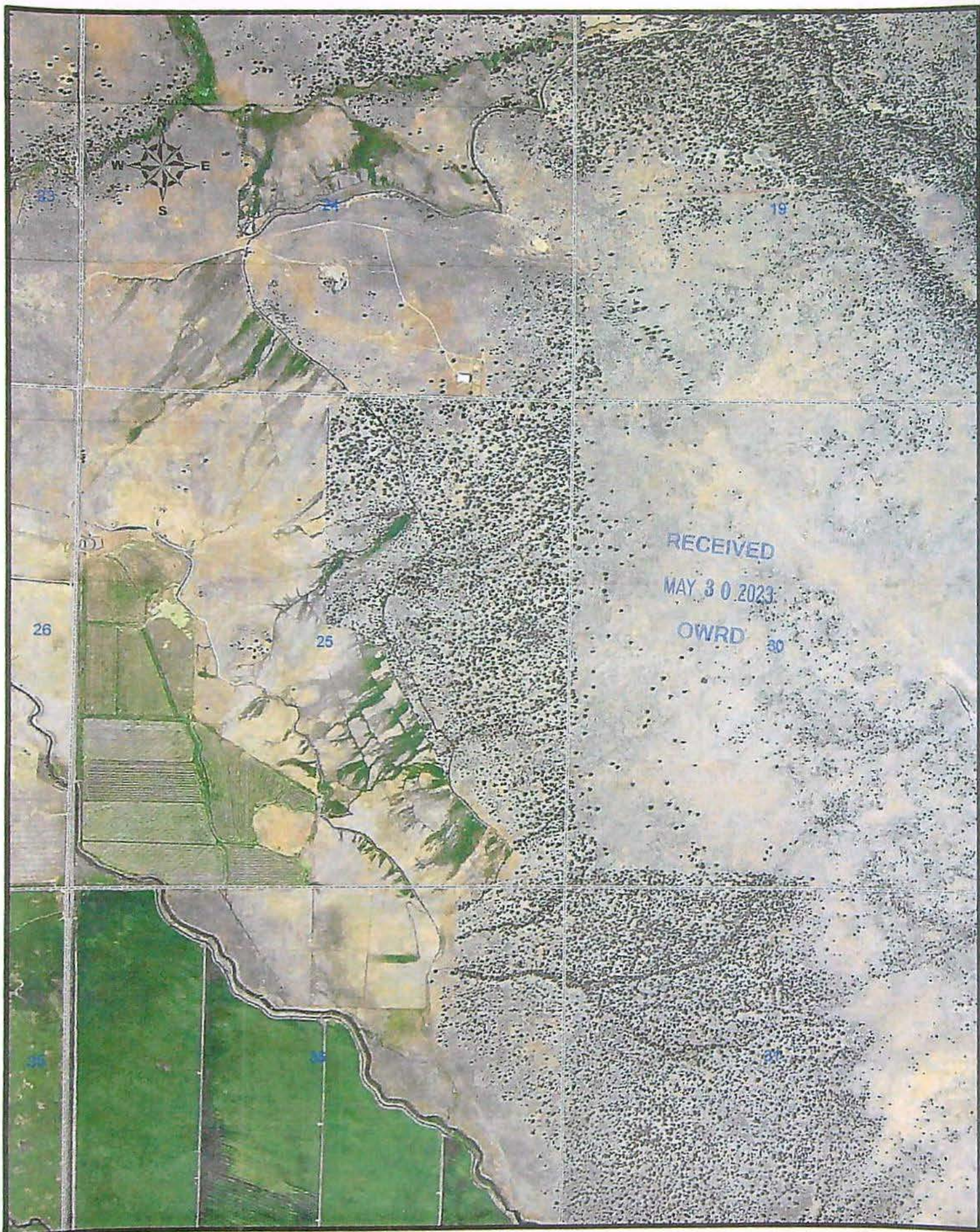


Your Average Daily kwh Usage by Month

PERIOD ENDING	SEP 2018	SEP 2017
Avg. Daily Temp.	57	61
Total kwh	231	202
Avg. kwh per Day	7	7
Cost per Day	\$0.70	\$0.70

14255 -

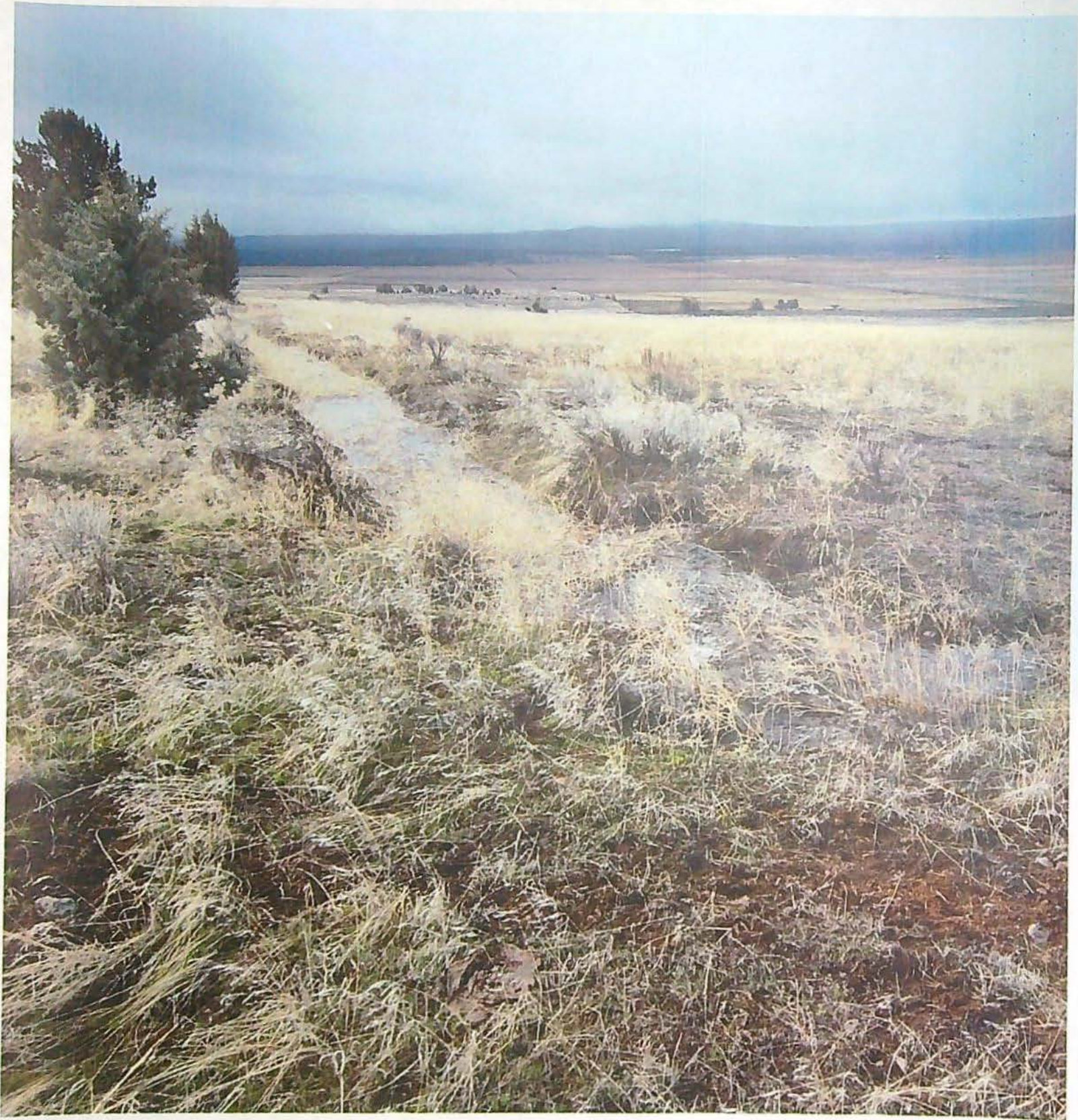
T36S, R14E, W.M.



RECEIVED

MAY 30 2023

OWRD



4-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



5-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



5-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



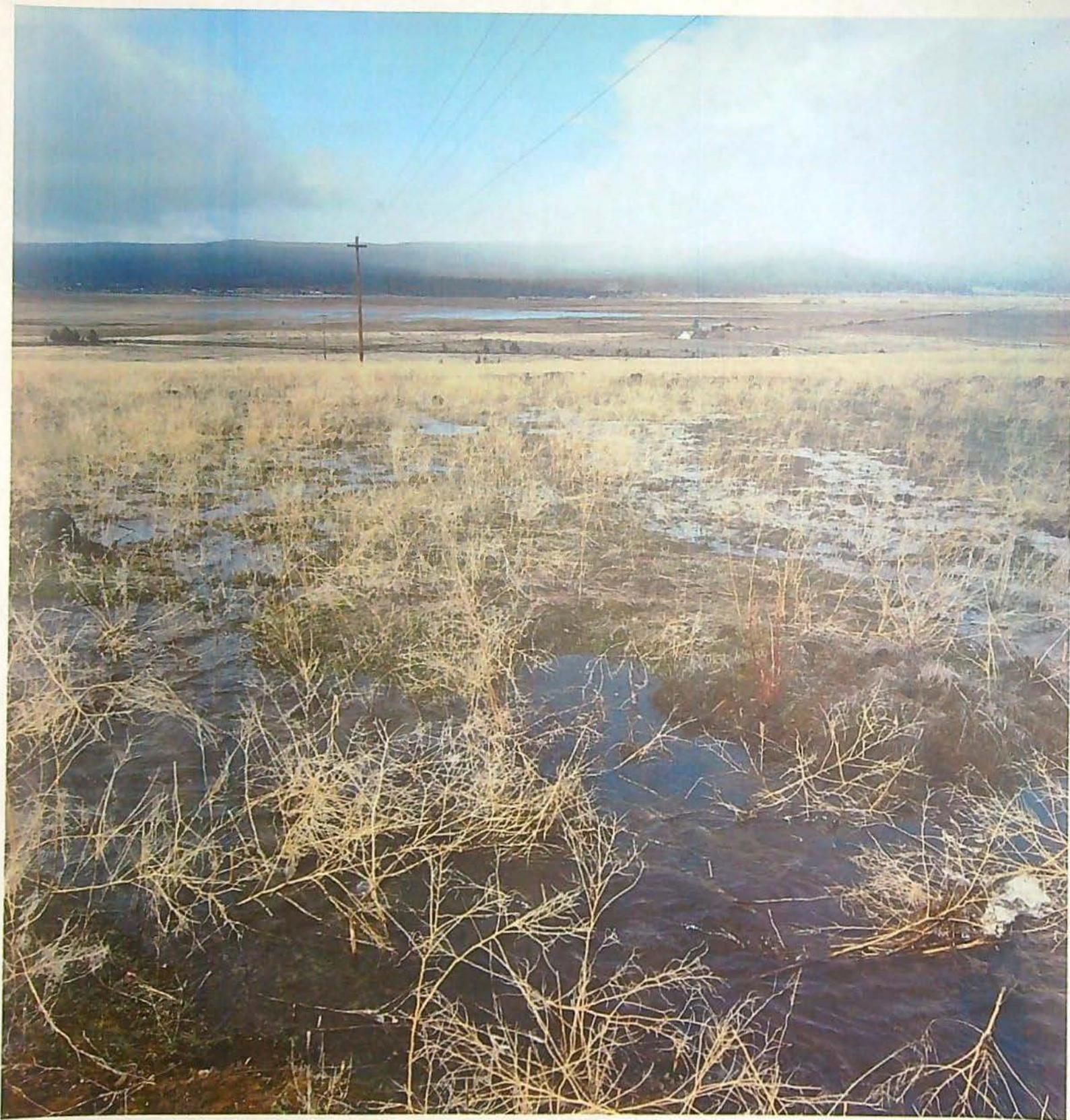
5-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



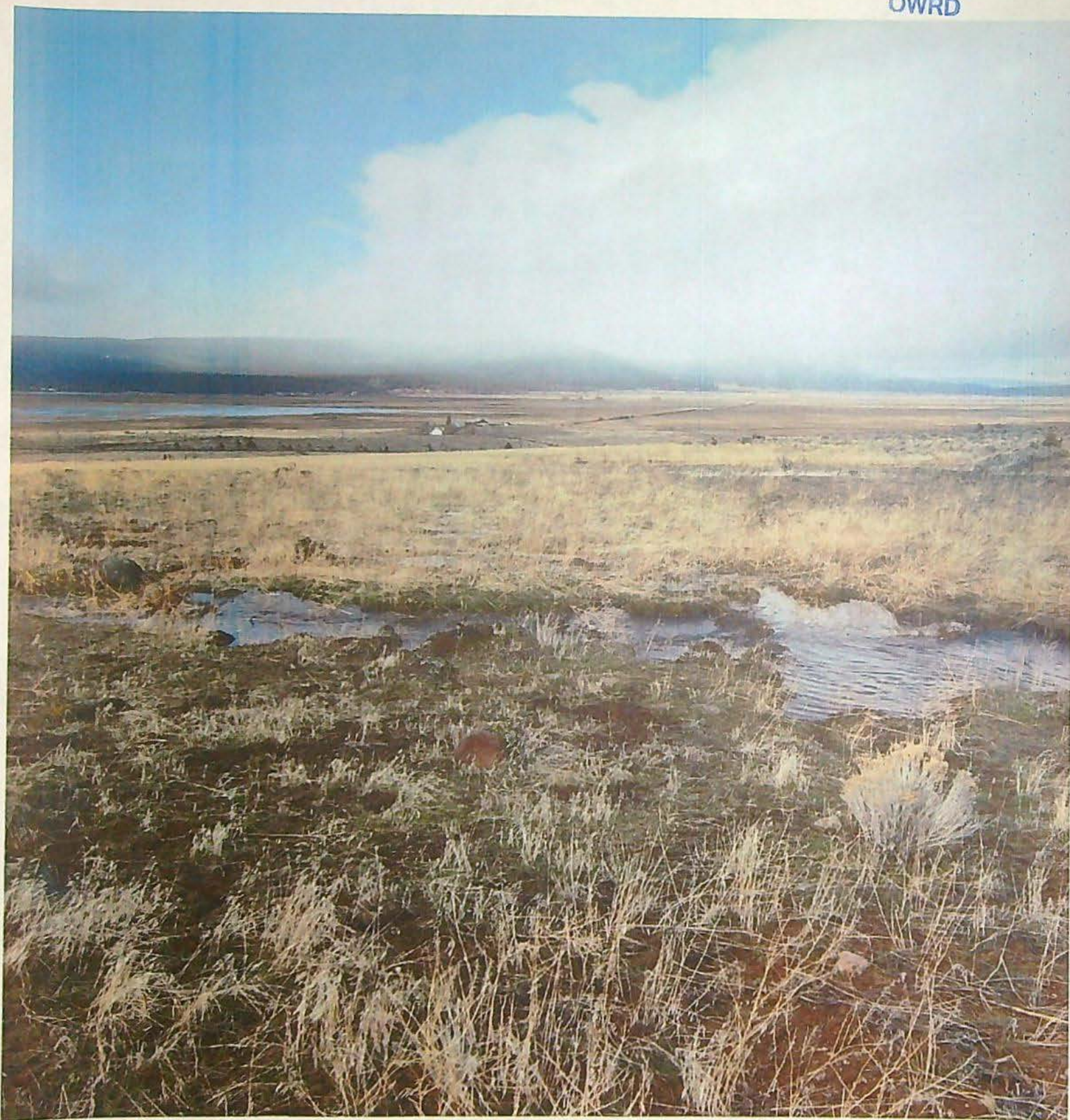
4-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



4-11-83

14255 -

RECEIVED

MAY 30 2023

OWRD



5-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD

SATU

heraldandnews.com

HERALD & NEWS

S, OREGON

SATURDAY, APRIL 8, 2023 | \$2.50

NEW INVENTORY ARRIVING
GE MATTRESS SALE
AVE UP TO 75% OFF
ME BRAND BEDDING

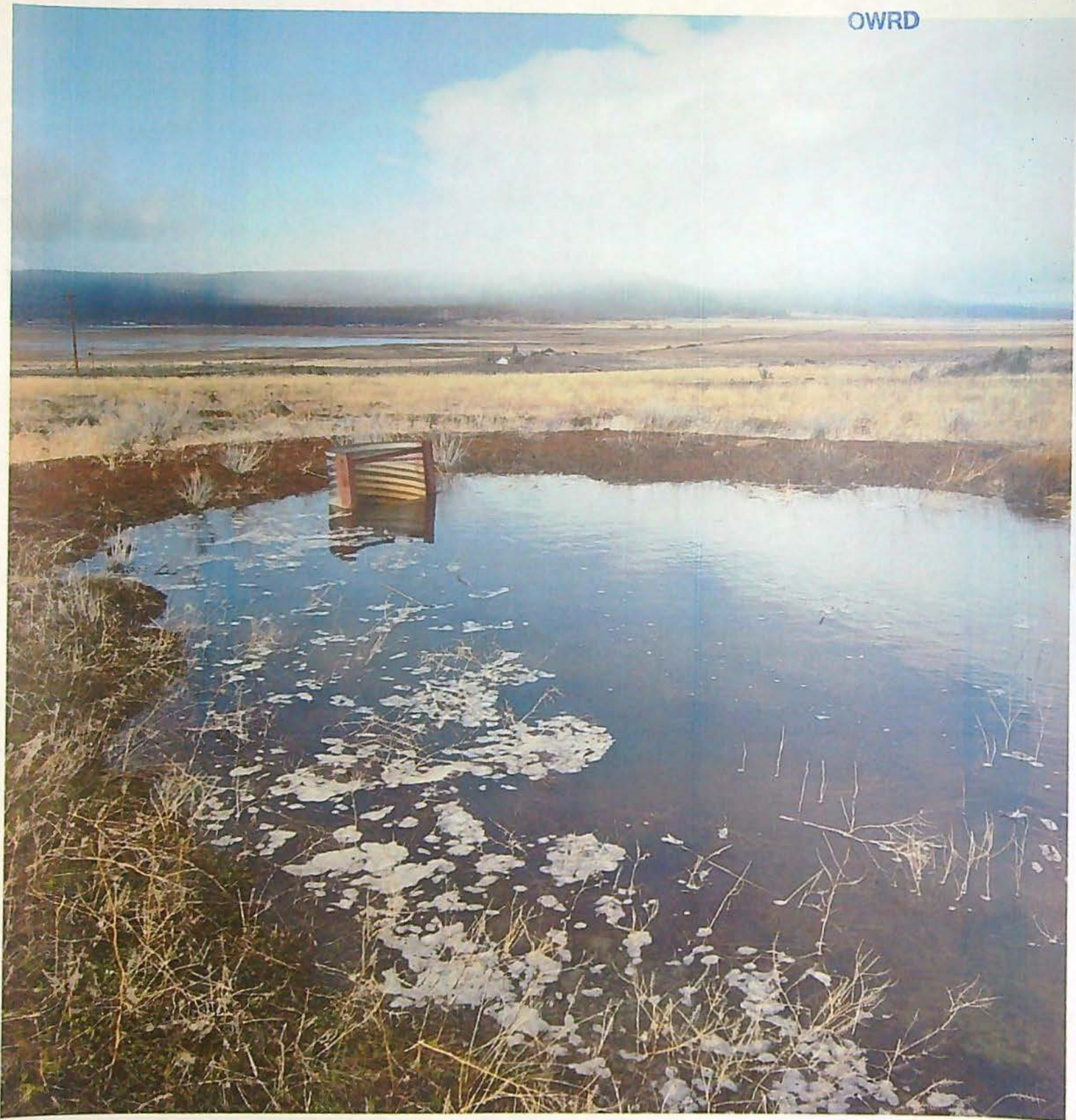
*These Photos of Pumping done
well on 4-11-23*

14255 -

RECEIVED

MAY 30 2023

OWRD



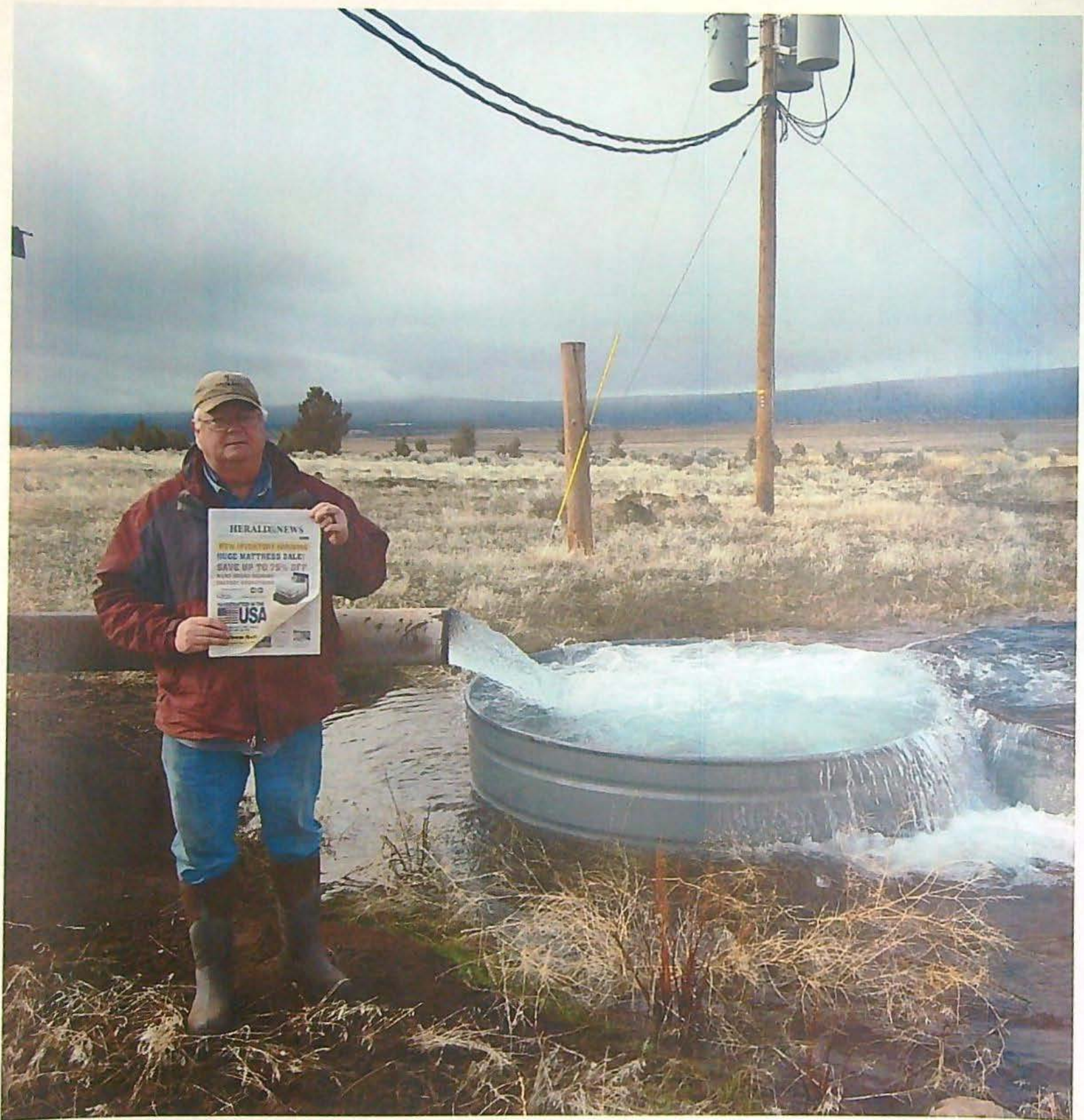
4-11-23

14255 -

RECEIVED

MAY 30 2023

OWRD



5-11-23

14255 -

14057



ALL POINTS
ENGINEERING & SURVEYING, INC.
P.O. Box 767 (CRR)
Terrebonne, Oregon 97760

RECEIVED
MAY 30 2023
OWRD

TRANSMITTAL

To: Oregon Water Resources Dept
725 Summer St NE, Suite A
Salem, OR 97301-1266

Date: 5/20/2023
Attention: Transfers
RE: App for
Transfer

☒ Prints ☐ Plans ☐ Plat ☐ Specifications.

Attached is an application for transfer on certificate 83235 for Deming Ranch Land & Cattle, LLC

If you have any questions please don't hesitate to call or email me.

Copies	No.	Description
1	1	App for Transfer (9 pages letter bond)
1	2	Transfer Map (1 page letter bond)
1	3	Well logs (1 page letter bond)
1	4	Evidence of use w/supporting docs (15 pages letter bond)
1	5	Aerial imagery (1 page letter bond)
1	6	Check for \$2590
1	7	Transfer Reimbursement Authority Estimate App (1 page letter bond)
1	8	Check for \$125

Signed: _____

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

SUPERSEDED

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 83235

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change.
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.												
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date			
										POU	36	S	14	E	26	SW	NE	4500		30.2	IS	Well	1981
																SE	NE			1.3	IR		
																SE	NE			32.1	IS		
																SE	NW			10.0			
																NE	SW			13.4			
																NW	SW			21.5			
																SW	SW			40.0			
																SE	SW			40.0			
																NE	SE			7.1			
																NW	SE			1.3			
																SW	SE			40.0			
																SE	SE			39.3			
TOTAL ACRES:											TOTAL ACRES:						307.8	IS 1.3 IR					

RECEIVED
MAY 30 2023
OWRD

Additional remarks: Propose to move POU only and continue to use KLAM 2142 as well source.

Permanent Transfer Application Checklist

Check the Certificates in WRIS

Transfer # T-14255

Checked by <u>Dante</u>	Type of Change(s) Proposed: <u>NO</u> other changes allowed other than those listed	
Date <u>6/1/2023</u>		
Fee Received: \$2590	<input checked="" type="checkbox"/> POU <input type="checkbox"/> POD <input type="checkbox"/> APOD <input type="checkbox"/> POA <input type="checkbox"/> APOA <input type="checkbox"/> USE	
Calculated Fee: \$2590		How many rights to be Transferred? <u>1</u>
Deficiencies and Observations: More Certs in too lands No Local Government Listed Land Use not here, but may fall under 4 qualifications for exemption Double check evidence of use		Certificate #(s) <u>83235</u>

If OK, check box; if not, fill in.

- ☒ 1. Is the applicant information complete? Have all the applicants listed at the top of the page signed at the bottom?
If not, what is missing? Whose signature is missing? _____
- ☒ 2. Has the applicant indicated that the place of use is in or near an irrigation district? Have they included a Form D? ☒ N/A.
Name of the District _____
- ☒ 3. Part 5 of application, has the applicant completed the entire page and does the information match the description of the explanation of the reasons on Part 4 of the application?
If not, you may need to contact the applicant or agent? _____
- ☒ 4. For multiple certificates, do each of the certificates listed on Application Page 1 have their own separate completed Part 5 tables 1 & 2? (compare with OAR 690-380-3220-may need to return)
If no, which certificates are missing a separate Part 5, tables 1 & 2? _____
- ☒ 5. Has the map been completed and signed by a CWRE? Does the map meet the requirements?
If not, what is missing? _____. Map waiver included? ☐
- ☒ 6. If a change in point of appropriation, have the well logs been included? ☐ N/A.
- ☒ 7. If a change in place of use within Umatilla County, have the applicant(s) provided a Supplemental Form U? ☒ N/A.
- ☒ 8. Has applicant filled out the Minimum Requirements Checklist (Part 1 of 5)? Is the application complete? If not, what is missing (check Evidence of Use and Land Use? Missing Land Use, but may be EFU and other requirements
- ☒ 9. If all boxes on this checklist are checked (with no remaining deficiencies identified), accept the application. Put this check sheet in the transfer folder.

OR:

- ☐ This application is deficient, and **CANNOT** be accepted.
It should be returned and the deficiencies listed in the "staff" section at the bottom of Application Page 1, unless the applicant or agent can resolve the deficiencies within 2-3 days.

Actions taken:

_____ date _____

Permanent Transfer Application Checklist

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)			
1	Base Fee (includes one type of change to one water right for up to 1 cfs)	1	\$1,360
	Types of change proposed: <input type="checkbox"/> Place of Use <input type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = _____ (2a) Subtract 1 from the number in line 2a = _____ (2b) <i>If only one change, this will be 0</i>		
2	Multiply line 2b by \$930 and enter » » » » » » » » » » » » » » » »	2	0
	Number of water rights included in transfer _____ (3a) Subtract 1 from the number in 3a above: _____ (3b) <i>If only one water right this will be 0</i>		
3	Multiply line 3b by \$520 and enter » » » » » » » » » » » » » » » »	3	0
	Do you propose to add or change a well, or change from a surface water POD to a well? <input type="checkbox"/> No: enter 0 » <input type="checkbox"/> Yes: enter \$410 »		
4		4	0
	Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 » <input type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see example below*): _____ (5a) Subtract 1.0 from the number in 5a above: _____ (5b) If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: _____ (5c) and multiply 5c by \$350, then enter on line 5 »		
5		5	0
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6	0
	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input type="checkbox"/> endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 6 by 0.5 and enter on line 7 »		
7	If no box is applicable, enter 0 on line 7 »	7	0
8	Subtract line 7 from line 6 » Transfer Fee:	8	