

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME DOGODERS PROPERTIES, LLC ATTN: KELLI YECK			PHONE (HM)
PHONE (WK) 541-787-1897	CELL	FAX	
ADDRESS PO Box 397			
CITY GRANTS PASS	STATE OR	ZIP 97528	E-MAIL * kellidyeck@gmail.com

Organization

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

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

AGENT / BUSINESS NAME THEODORE RESSLER, RG, CWRE – SUMMIT WATER RESOURCES, LLC			PHONE 503-967-7050	FAX
ADDRESS PO Box 11268			CELL 503-701-4535	
CITY PORTLAND	STATE OR	ZIP 97211	E-MAIL * tressler@summitwr.com	

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

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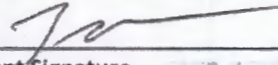
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By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally use water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.

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


 Applicant Signature _____ Print Name and Title if applicable TRAVIS Bersma, Managing Member Date 8/24/23

Applicant Signature _____ Print Name and Title if applicable _____ Date _____

For Department Use: App. Number: _____

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- YES, there are no encumbrances.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances
- NO, I have a recorded easement or written authorization permitting access
- NO, I do not currently have written authorization or easement permitting access.
- NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

Legal Description: You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map. **(Provided in Attachment 3)**

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: Stored Water (Lost Creek Reservoir)	Tributary to: Rogue River
TRSQQ of POD: T36S, R6W, S14, NWSW	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

Water is stored under water rights held by the U.S. Bureau of Reclamation. The Applicant will be accessing stored water for this permit under an existing Water Service Contract with the U.S. Bureau of Reclamation, Contract 239E102196.

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B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in Section 3A above?

Yes. No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.) **see Attachment 5.**

If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in Attachment 3 or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:
https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0900.

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Upper Columbia - OAR 690-033-0115 thru -0130

Is the POD located in an area where the Upper Columbia Rules apply?

Yes No

If yes, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

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Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
 (1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Stored Water (Lost Creek Reservoir)	Irrigation	April 1 – October 31	75 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary, supplemental and/or nursery acres to be irrigated.
 Primary: 33.20 Acres Supplemental: 0 Acres Nursery Use: 0 Acres
 If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s): N/A
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 75 AF

- If the use is **municipal or quasi-municipal**, attach Form M N/A
- If the use is **domestic**, indicate the number of households: N/A
- If the use is **mining**, describe what is being mined and the method(s) of extraction: N/A

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SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

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

- Pump (give horsepower and type): One (1) 1.3-HP centrifugal pump and one (1) 2.4-HP centrifugal pump
- Other means (describe):

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

Stored water will be diverted at the proposed point of diversion by skid mounted centrifugal pumps. The suction hose in the river for each pump will be equipped with a fish screen. The diversion pump will deliver water to a buried PVC mainline that will deliver water via a closed pipe system to the lands to be irrigated.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)
Water will be applied using wheel lines with 7/32-inch nozzle sprinklers.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

Water will only be applied in the amount needed for irrigation without waste. Water will be applied using low pressure sprinklers to prevent wasted water due to wind drift. Temperature and moisture monitoring will be completed to determine efficient water application rates.

SECTION 7: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

- Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.
Describe planned actions: **The point of diversion will be equipped with an ODFW approved fish screen.**

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.
Describe planned actions and additional permits required for project implementation: **The proposed point of diversion is an existing intake and pump station that supplies multiple water rights. No excavation or clearing of banks is required to develop the point of diversion for this project.**

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe planned actions and additional permits required for project implementation: **The point of diversion is an existing intake and pump station. No equipment will be operated in a water body to develop the point of diversion for this project.**

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions: **Water will be conveyed through a closed pipe system, temperature and moisture monitoring will be completed to determine efficient water application rates, and timing of watering intervals and rotation of wheel lines will be monitored to prevent over watering and to minimize erosion and run-off.**

- List other federal and state permits or contracts to be obtained, if a water right permit is granted.

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: **Upon issuance of permit**
- b) Date construction will be completed: **Within 5 years of permit issuance**
- c) Date beneficial water use will begin: **Within 5 years of permit issuance**

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SECTION 9: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district. **Although located within the boundaries of the identified irrigation districts, the proposed source of water is not held by the irrigation district and irrigation district infrastructure will not be used to divert or convey water. This application is for a privately held water right.**

Irrigation District Name Fort Vannoy Irrigation District	Address PO Box 2316	
City Grants Pass	State OR	Zip 97528

Irrigation District Name Grants Pass Irrigation District	Address 200 Fruitdale Drive	
City Grants Pass	State OR	Zip 97527

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application. (*Attach additional sheets if necessary*).

Attachment List:

- | | |
|---------------------|---------------------------------------|
| Attachment 1 | Minimum Requirements Checklist |
| Attachment 2 | Land Use information Form |
| Attachment 3 | Legal Description of Property |
| Attachment 4 | Map |
| Attachment 5 | Water Service Contract |

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Attachment 1
Minimum Requirements Checklist

Minimum Requirements Checklist

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

Include this checklist with the application

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

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

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Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt. [Attachment 2](#)
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. [Attachment 3](#)
- Fees - Amount enclosed: **\$2,117**
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items: [Attachment 4](#)
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

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Attachment 2
Land Use Information Form

Land Use Information Form



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

Applicant

NAME DOGOODERS PROPERTIES, LLC ATTN: KELLI YECK			PHONE (HM)		
PHONE (WK) 541-787-1897		CELL		FAX	
ADDRESS 1125 NW COUCH ST STE 550					
CITY PORTLAND		STATE OR	ZIP 97209	E-MAIL * kellidyeck@gmail.com	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
<u>36S</u>	<u>6W</u>	<u>14</u>	<u>NWSW</u>	<u>900</u>	<u>RR1</u>	<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	<u>Diversion of water for irrigation</u>
<u>36S</u>	<u>6W</u>	<u>14</u>	<u>NWSW</u>	<u>700</u>	<u>EF</u>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	<u>Conveyance of water for irrigation</u>
<u>36S</u>	<u>6W</u>	<u>14</u>	<u>SWNW</u>	<u>800</u>	<u>EF</u>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Irrigation</u>
<u>36S</u>	<u>6W</u>	<u>14</u>	<u>NWSW</u>	<u>601</u>	<u>FR</u>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Irrigation</u>
<u>36S</u>	<u>6W</u>	<u>15</u>	<u>SENE</u>	<u>300</u>	<u>EF</u>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Irrigation</u>
<u>36S</u>	<u>6W</u>	<u>15</u>	<u>SWNE</u>	<u>401</u>	<u>EF</u>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Irrigation</u>

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

Josephine County

B. Description of Proposed Use

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

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

Source of water: Reservoir/Pond Groundwater Surface Water (name) _____

Estimated quantity of water needed: 75 cubic feet per second gallons per minute acre-feet

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

Briefly describe:

The applicant is proposing to use 75 acre-feet of stored water from Lost Creek Reservoir under a Water Services Contract with the Bureau of Reclamation for irrigation use on existing farm land.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

VJR

Josephine County Planning
 100 NW Dimmick Street
 Suite C
 Grants Pass, OR 97526

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Section 19.01.020, B & Section 19.04.020, A, JCC.
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Section 19.01.050. A, JCC - Farm use shall not interfere with the use of adjoining residential properties.

NAME	<u>Onnie Heater</u>	TITLE:	<u>Associate Planner</u>
SIGNATURE	<u>[Signature]</u>	PHONE:	DATE: <u>8.16.23</u>
GOVERNMENT ENTITY	<u>Jolo Planning</u>		

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

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Attachment 3
Legal Description of Property

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EXHIBIT "A"
Legal Description

PARCEL 1:

Commencing at the Northwest corner of Donation Land Claim No. 37, Section 14, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon; thence South 550.0 feet to the point of beginning; thence South 798.45 feet; thence West 1415.21 feet; thence South 0°47' East to the meander line of the Rogue River; thence along the meander line in an Easterly direction to a point due South of the Northwest corner of Donation Land Claim No. 37; thence North to the North right of way line of the Lower River road; thence South 78°49' East 285.23 feet; thence North 138.68 feet; thence East 194.2 feet; thence North 467.8 feet; thence East 480.21 feet; thence North 608.82 feet; thence North 73°22' West 441.42 feet; thence North 78°54' West 395.76 feet; thence North 73°33' West 156.15 feet to the point of beginning. LESS AND EXCEPT property conveyed to the Fort Vannoy Irrigation District described in Volume 56, Page 441. Josephine County Deed Records, as a strip of land 25 feet in width lying North of and adjacent to Lower River Road. ALSO: Beginning 660 feet South of the Northeast corner of Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon; thence West 617 feet along the South side of the county road; thence South 1922 feet to the North line of a parcel of land deeded by Carl Lathrop and Nina B. Lathrop to Roy E. Lathrop on April 8, 1922; thence East 617 feet to the East line of said Section 15; thence North along the Section line to the place of beginning. EXCEPTING THEREFROM: Parcel 2 of PARTITION PLAT NO. 2021-13, according to the official plat thereof, recorded February 16, 2021, as No. 2021-003022, of the Official Records of Josephine County, Oregon.
36-06-14B Tax Lot 1300
36-06-14C Tax Lots 800 and 900

PARCEL 2: [Intentionally Deleted]

PARCEL 3:

Beginning 10 chains South of the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon; thence East 10.65 chains; thence South to Rogue River; thence Westerly along Rogue River to the West line of Government Lot 1; thence North to the point of beginning. ALSO: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon; thence West 262 feet; thence South to the North bank of Rogue River; thence Easterly along the Rogue River to a point that is South of the point of beginning; thence North to the point of beginning. LESS AND EXCEPT the following described property: Beginning at a point 270 feet South and 262 feet West in the Northeast corner of Government Lot 2 in Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon; thence South 80° East 550 feet; thence South to the Northerly right of way line of Lower River Road; thence Northeasterly along the Northerly line of Lower River Road to a point 10.65 chains East of the West line of Government Lot 1; thence South to Rogue River; thence Westerly along the Rogue River to a point South of the point of beginning; thence North to the point of beginning.
36-06-15 Tax Lot 401

PARCEL 4:

A parcel of land in Donation Land Claim No. 37 in Section 14, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: Commencing at a point which bears South 34°25'40" East 1699.77 feet from the Northwest corner of said Donation Land Claim No. 37; thence South 20.00 feet to an iron rod, which is the true point of beginning; thence North 625.22 feet to the centerline of a ditch; thence along the center line of said ditch South 73°22' East 329.69 feet and South 87°49'35" East 690.26 feet; thence South 504.67 feet to an iron rod; thence West 1005.66 feet to the true point of beginning. ALSO: A parcel of land in Donation Land Claim No. 37 in Section 14, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: Beginning at a point which bears South 34°25'40" East 1699.77 feet from the Northwest corner of said Donation Land Claim No. 37; thence West 480.21 feet to an iron pipe; thence South 487.80 feet to an iron pipe; thence West 194.20 feet to an iron pipe; thence South 136.68 feet to an iron pipe on the Northerly right of way line of Lower River Road; thence along said right of way line South 77°33' East 326.50 feet to an iron pipe, South 25.00 feet to an iron pipe and South 77°32' East 30.00 feet to an iron rod; thence North 217.11 feet to an iron rod; thence North 58°53' East 381.24 feet to an iron rod; thence North 292.16 feet to the point of beginning. LESS AND EXCEPT property conveyed to the Fort Vannoy Irrigation District described in Volume 56, Page 441, Josephine County Deed Records, as a strip of land 25 feet in width lying North of and adjacent to Lower River Road.
36-06-14B Tax Lot 1401

PARCEL 5:

Parcel 2 of PARTITION PLAT NO. 2021-13, according to the official plat thereof, recorded February 16, 2021, as No. 2021-003022, of the Official Records of Josephine County, Oregon.
36-06-15 Tax Lot 200 and 300
36-06-14B Tax Lot 600

PARCEL 6:

All of the West Half of the Northeast Quarter of Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, lying on the South side of the Upper River Road. ALSO Beginning at a point on the North line of Lot 2 in Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, which point is 453.47 feet East of the northwest corner of said Lot 2; thence East 604.53 feet; thence South 270 feet; thence in a Northwesterly direction to the place of beginning. LESS AND EXCEPT a strip of land 262 feet in width off the East side of the Southwest Quarter of the Northeast Quarter of said Section 15, conveyed to C.E. Weston by deed recorded in Volume 51, Page 485, Josephine County Deed Records. ALSO LESS AND EXCEPT that portion described as follows: A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 15, Township 36 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: Beginning at a point on the Southerly right of way line of Upper River Road, said point being South 28°45' East of an iron monument set at the intersection of the Easterly right of way line of West Hills Drive and the Northerly right of way line of said Upper River Road; thence South 28°45' East to the centerline of a drainage ditch; thence Southwesterly, along said centerline, to a point 250 feet North of the South line of the Northwest Quarter of the Northeast Quarter of said Section 15; thence West to the West line of said Northwest Quarter of the Northeast Quarter; thence Northerly, along said West line, to a point on said Southerly right of way line; thence Easterly, along said right of way line to the point of beginning
36-06-15 Tax Lot 501

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Attachment 4
Map

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Attachment 5
Water Service Contract



United States Department of the Interior

BUREAU OF RECLAMATION
1150 North Curtis Road
Boise, ID 83706-1234



IN REPLY REFER TO:

CPN-6323
2.2.4.23

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Travis Boersma
Dogooders Properties, LLC
PO Box 397
Grants Pass, OR 97528

Subject: Water Service Contract No. 239E102196, Lost Creek Reservoir, Rogue River Basin,
Oregon

Dear Mr. Boersma:

Enclosed for your records is a fully executed original of Contract No. 239E102196 which provides water for irrigation use beginning with the 2023 irrigation season. If you have any questions, please contact Ms. Joy Kelley, Repayment Specialist, at the above address, at (986) 999-8984 or jkelly@usbr.gov, or me at (208) 378-5306 or emcgarry@usbr.gov. For the hearing impaired please call the Federal Relay System at (800) 877-8339 (TTY).

Sincerely,

E. Gail McGarry
Program Manager
Reclamation Law Administration

Enclosure

cc: Water Rights Division
Oregon Water Resources Department
10 S. Oakdale, Room 309A
Medford, OR 97501
(w/ copy of encl to each)

U.S. Army Corps of Engineers
Attention: CENWP-EC-HR
P.O. Box 2946
Portland, OR 97208-2946

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INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

* PARTIAL

Reference Date: April 20, 2023

Contract No. 239E102196

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
FROM LOST CREEK RESERVOIR
BETWEEN THE UNITED STATES
AND
DOGOODERS PROPERTIES, LLC

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rogue River Basin Project, Oregon

CONTRACT FOR WATER SERVICE
FROM LOST CREEK RESERVOIR
BETWEEN THE UNITED STATES
AND
DOGOODERS PROPERTIES, LLC

THIS CONTRACT is pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and Dogooders Properties, LLC, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

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

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3. WHEREAS, The United States of America entered into a contract on December 31, 2012, Contract No. 139E101795, with City of Grants Pass for an irrigation water supply from Lost Creek Reservoir for use on lands owned by City of Grants Pass; and

4. WHEREAS, the United States received written notification on September 18, 2022, that the lands were conveyed to the Contractor hereinafter described, for which a water supply from Lost Creek Reservoir is desired to be secured from the United States; and

5. WHEREAS, the Contractor and property documents have established that the original contract, Contract No. 139E101795, had some land description discrepancies that are corrected within this contract; and

6. WHEREAS, Contract No. 139E101795, dated December 31, 2012 has been terminated with the City of Grants Pass; and

7. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist, CPN-BFO-CE-2023-22, approved on December 9, 2022; and

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

DEFINITIONS

8. The following terms wherever used in this contract shall have the following respective meanings:

“Irrigation Use” shall mean the use of contract water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

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“Municipal and Industrial Use” shall mean the use of contract water for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation use” above or within another category of water use under an applicable Federal authority.

LANDS FOR WHICH WATER IS RELEASED

9. The United States shall release each year to the Contractor during the irrigation season from April 1 to October 31, inclusive, water from the Rogue River Basin Project for the irrigation of land owned by the Contractor, found in the map attached as Exhibit B, which is described as follows:

- 13 acres, SW¼, NW¼, Section 14, T. 36S., R. 6 W., Willamette Meridian
- 2 acres, SW¼, NE¼, Section 15, T. 36S., R. 6 W., Willamette Meridian
- 9.2 acres, SE¼, NE¼, Section 15, T. 36S., R. 6 W., Willamette Meridian
- 9 acres, NW¼, SW¼, Section 14, T. 36S., R. 6 W., Willamette Meridian

LIMITATIONS ON RELEASES

10. Of the land described, not more than 33.20 acres are to be irrigated. In accordance with good usage and irrigation practices, an annual maximum diversion of 75 acre-feet of stored water, measured at the point of diversion, may be beneficially applied to the land described above. The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project, determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA). If it is determined through development of the operating plan that irrigation water in the basin, or any part of the basin, needs to be reduced, temporarily or longer, any available water will be prorated equally between the Contractor and existing and future contractors in the impacted area.

PAYMENTS FOR WATER

11. (a) An annual payment of \$600 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$600

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will be due on or before April 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to divert up to a maximum of 75 acre-feet of stored water for irrigation of the lands described in Article 9 of this contract. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually diverted, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year by the Contracting Officer: Provided, that for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual charge set forth in (a) above is based on an initial rate of \$8 per acre-foot of stored water; Provided, that such annual charge shall as a minimum be the greater of either the product of \$2 multiplied by the number of acres described in Article 9 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the United States for the irrigation water marketing program of the Rogue River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

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

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

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 21 of this contract.

CONTRACT ADMINISTRATION FEE

12. (a) Upon execution of this contract, a \$100 fee for the preparation of this contract is due and payable by the Contractor to the United States.

(b) All future contract actions, including new contracts, contract amendments, supplements, and assignments will be charged a \$100 fee: Provided, that the fee shall be reviewed by the Contracting Officer and revised from time to time to cover costs to the United States.

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

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RELEASE OF WATER

14. (a) Upon payment of the annual payment specified in subarticle 11(a) above, the United States will release water to the Contractor from the Rogue River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payment.

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

3,360 feet south and 820 feet east of the northwest corner of
Section 14, T. 36 S., R. 6 W., Willamette Meridian

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

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

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Water-*

Related Contracts and Charges – General Principles and Requirements (PEC P05), and Reclamation Manual Directives and Standards, Contract Compliance Reviews (PEC 05-08).

SPECIAL CONDITIONS

15. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 9. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and provide written verification of such agreements to the Contracting Officer. The obligation of the United States to release water under this contract is subject to an operating plan for the Rogue River Basin Project determined in accordance with the law governing the project.

(b) If, at some future date, the Contracting Officer determines there is sufficient demand for irrigation water from the Rogue River Basin Project to justify the formation of an irrigation district, water supply company, or other water user organization, future water service may then be made contingent upon the establishment of such an organization. Under this condition, the Contractor will be notified at least 1 year in advance of the date this contract is terminated and continued water service to the lands described in Article 9 becomes dependent upon membership in the organization established for that purpose.

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

TERM OF CONTRACT

16. This contract shall become effective upon the date of signature of the last signatory party herein, and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Articles 15 or 17 or by agreement of the parties hereto: Provided; that upon expiration of this contract, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

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

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

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

If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

TITLE TO PROJECT WORKS

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

DISCLAIMER

20. No provision of this contract, nor of any renewal thereof, nor the release of water hereunder will be construed to bind the United States after the expiration of this contract as the basis of a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Rogue River Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. Further, the United States will not be held responsible for any acts or omissions of the Contractor's agents or of persons for whom water is released.

NOTICES

21. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Reclamation Law Administration, Columbia-Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Dogooders Properties, LLC, PO Box 397, Grants Pass, OR 97528. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

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GENERAL PROVISIONS

22. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

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

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

DOGOODERS PROPERTIES, LLC

By: J. [Signature] 4-5-23
Title/Name Date

UNITED STATES OF AMERICA

By: E. Gail McGarry April 20, 2023
E. Gail McGarry, Program Manager Date
Reclamation Law Administration
Columbia-Pacific Northwest Region

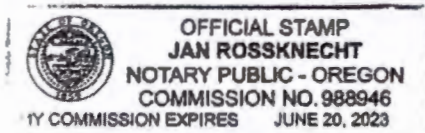
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STATE OF Oregon
County of Josephine

On this 5th day of April, 2023, personally appeared before me, Travis Boersma known to me to be the official of **DOGOODERS PROPERTIES, LLC**, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **DOGOODERS PROPERTIES, LLC**, for the uses and purposes therein mentioned, and on oath stated that the official is authorized to execute said instrument on its behalf.

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



(SEAL)

Jan Rossknecht
Notary Public in and for the
State of Oregon
Residing at: Grants Pass
My commission expires: 6-20-2023

STATE OF IDAHO

County of Ada

On this 20th day of April, 2023, personally appeared before me E. Gail McGarry, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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



Linda Swanson
Notary Public in and for the
State of IDAHO
Residing at: Meridian ID
My commission expires: 6/2/2024

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Exhibit A

GENERAL PROVISIONS — ROGUE RIVER BASIN PROJECT

GENERAL OBLIGATION -- BENEFITS CONDITIONED UPON PAYMENT

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

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through Rogue River Basin project facilities during any period that the Contractor is in arrears in the advance payment of the greater of \$8 per acre-foot or \$50 due the United States. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water use as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

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

OFFICIALS NOT TO BENEFIT

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

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

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

BOOKS, RECORDS, AND REPORTS

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

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COMPLIANCE WITH FEDERAL RECLAMATION LAWS

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

PROTECTION OF WATER AND AIR QUALITY

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

(h). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

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

(2) These statutes prohibit any person in the United States from being excluded from participation in, be denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial

assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(j). (1) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR § 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

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

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

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

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

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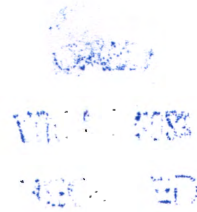
CONTRACT DRAFTING CONSIDERATIONS

(l). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 21 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

CHANGES IN CONTRACTOR'S ORGANIZATION

(m). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

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August 28, 2023

Ms. Katie Ratcliffe
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271

Subject: Application for a Permanent to Use Surface Water (Stored Water Only)
Dogooders Properties LLC

Ms. Ratcliffe:

On behalf of the applicant, Dogooders Properties LLC, please find enclosed an Application for a Permit to Use Surface Water accompanied by a check in the amount of \$2,117 for payment of the application filing fee.

Please copy the applicant, Mike Connors (Hathaway Larson LLP), and me on correspondence relating to this transfer application.

Kelli Yeck, kellidyeck@gmail.com, 541-787-1897
Mike Connors, mike@hathawaylarson.com, 503-303-3111
Ted Ressler, tressler@summitwr.com, 503-701-4535

Respectfully submitted,

Theodore Ressler, RG, CWRE
Summit Water Resources LLC.

Cc: Kelli Yeck – Dogooders Properties LLC
Mike Connors – Hathaway Larson LLP

Enclosures:
Application for a Permit to Use Surface Water (Stored Water Only)
Check #78897 in the amount of \$2,117

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