

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).*

[See Attachment A - List of Easements/Affected Landowners](#)
& [Attachment B – Shady Cove Right of Way Agreement.](#)

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. [See attachment C – Point of Diversion Easement](#)

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 from Lost Creek Reservoir	Tributary to: Rogue River
TRSQQ of POD: Lost Creek Reservoir Re-Diversion: NE ¼ SE ¼ , Section 16, T34S, R1W, W.M.	

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).

[Permit R 8142](#)

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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 D – Water Storage Agreement Email & Attachment E - Water Storage Agreement](#)

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_trsqg_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:

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.

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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 from Lost Creek Reservoir	Quasi-Municipal	Year Round	50 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af

Please indicate the number of primary, supplemental and/or nursery acres to be irrigated. [NA](#)

Primary: _____ Acres Supplemental: _____ Acres Nursery Use: _____ Acres

If supplemental acres are listed, provide the Permit or Certificate number of the underlying primary water right(s):

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: _____

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

SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

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

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- Pump (give horsepower and type): [75HP Vertical Turbine](#)
- Other means (describe):

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

[Water will be diverted at Sunstone Water, LLC’s existing point of diversion, treated at Sunstone Water, LLC’s existing water treatment facility, and conveyed through Sunstone Water, LLC’s existing water distribution system and future system extensions for delivery to water users within Sunstone Water, LLC’s service area.](#)

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)
[NA – Water will be used for quasi-municipal use within Sunstone Water, LLC’s service area.](#)

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.

[The water will be used to meet growing demand. The amount of water diverted will be measured with existing flow meters. No damage to public uses of surface water are anticipated. Sunstone Water, LLC’s WMCP includes benchmarks related to conservation of water.](#)

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: [An existing diversion is proposed for use. The diversion has approved fish screening in place.](#)
- 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: [No excavation or clearing is anticipated to be necessary due to the use of an existing diversion without modification.](#)
- 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: [No equipment is anticipated to be operated in a water body due to the use of an existing diversion without need for modification.](#)
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions: [No erosion or run-off of waster or chemicals will occur.](#)
- List other federal and state permits or contracts to be obtained, if a water right permit is granted.
[Sunstone Water, LLC has obtained a contract for the use of stored water from the U.S. Army Corps of Engineers, see attached. No additional permits or contracts are anticipated to be required.](#)

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: [Upon permit issuance](#)
- b) Date construction will be completed: [Within twenty years of permit issuance](#)
- c) Date beneficial water use will begin: [Within twenty years of permit issuance](#)

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. [NA](#)

Irrigation District Name NA	Address	
City	State	Zip

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For Department Use: App. Number: _____

SECTION 10: REMARKS

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

There has been a recent change in ownership of the subject water system. Sunstone Water, LLC acquired Shady Cove Waterworks LLC. Previously prepared water right documents, including the WMCP, are in the name of Shady Cove Waterworks LLC. All new water right documents will be in the name of Sunstone Water, LLC.

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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

Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt.
- 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.
- Fees - Amount enclosed: \$3,133
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - 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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Surface Water — Page 8

Rev. 07/21

For Department Use: App. Number: _____

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Attachment 2: Land Use Information Form

Land Use Information Form

BY: 

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

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Salem, OR

NOTE TO APPLICANTS

In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. The planning official may choose to complete the form while you wait or return the "Receipt Acknowledging Request for Land Use Information" to you. Applications received by OWRD without the Land Use Information Form, or the signed receipt, will be returned to you. **IMPORTANT:** Please note that while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for OWRD's acceptance of all other applications. Please be aware that your application cannot be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses: **and**

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application. **NOTE:** For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete the "Receipt Acknowledging Request for Land Use Information" and return it to the applicant.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you previously only completed the receipt for an application for a new permit to use or store water, you will have 30 days from the Public Notice date to complete the Land Use Information Form and return it to OWRD. Your attention to this request for information is greatly appreciated. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

MAR 30 2026

Land Use Information Form

BY: 



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

NAME <u>Sunstone Water, LLC</u>		PHONE <u>541-279-3178</u>	
MAILING ADDRESS <u>250 SW Taylor Street</u>			
CITY <u>Portland</u>	STATE <u>OR</u>	ZIP <u>97204</u>	EMAIL <u>jolson@nwnaturalwaterservices.com</u>

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:
<p><u>See attached list of tax lots, and permit application map, for all information regarding service-area/tax-lot location, number, plan designation, water use and land use.</u></p> <p><u>The proposed permit is for Quasi-Municipal use within the tax lots indicated on the map which includes portions of the City of Shady Cove plus some areas within the Urban Growth Boundary of the City plus some tax lots outside the UGB in Jackson County.</u></p>							

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

<u>City of Shady Cove and Jackson County</u>
--

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

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

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

Source of water: Reservoir/Pond Ground Water Surface Water (name) Stored water from Lost Creek Reservoir

Estimated quantity of water needed: 50 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:

<u>Sunstone Water, LLC is requesting a water use permit for the use of stored water from Lost Creek Reservoir, which it will use to serve its customers within the tax lots shown on the application map. The use is Quasi-Municipal.</u>

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 3 and include it with the application filed with the Oregon Water Resources Department.

MAR 30 2026

For Local Government Use Only

BY: [Signature]

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

- [X] Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): See Attached Supplemental Findings
[X] Land uses to be served by the proposed water use(s), 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."

Table with 3 columns: Type of Land-Use Approval Needed, Cite Most Significant, Applicable Plan Policies & Ordinance Section References, and Land-Use Approval (Obtained, Denied, Being Pursued, Not Being Pursued).

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

See Attached Supplemental Findings

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Name: Title: Signature: Date: Governmental Entity: Phone: Salem, OR

Receipt Acknowledging Request for Land Use Information
Note to Local Government Representative:
Applicant Name: SUNSTONE WATER, LLC
Staff Name: JOHN EDWARDS Title: CITY ADMINISTRATOR POTEM
Staff Signature: [Signature] Date: 30 MARCH 2026
Governmental Entity: City of SHady Cove Phone: 541-878-2225

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

NAME Sunstone Water, LLC			PHONE 541-279-3178	
MAILING ADDRESS 250 SW Taylor Street				
CITY Portland	STATE OR	ZIP 97204	EMAIL jolson@nwnaturalwaterservices.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:
<p>See attached list of tax lots, and permit application map, for all information regarding service-area/tax-lot location, number, plan designation, water use and land use.</p> <p>The proposed permit is for Quasi-Municipal use within the Service Area Boundary of Sunstone Water, LLC which includes the City of Shady Cove plus areas within the Urban Growth Boundary of the City plus some tax lots outside the UGB in Jackson County.</p>							

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

[City of Shady Cove and Jackson County](#)

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

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

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

Source of water:
 Reservoir/Pond
 Ground Water
 Surface Water (name) [Stored water from Lost Creek Reservoir](#)

Estimated quantity of water needed: [50](#)
 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:

[Sunstone Water, LLC is requesting a water use permit for the use of stored water from Lost Creek Reservoir, which it will use to serve its customers within its service area. The use is Quasi-Municipal.](#)

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

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See Page 4 →

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 use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____
- Land uses to be served by the proposed water use(s), 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

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

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Name: _____ Title: _____

Signature: _____ Date: _____

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Governmental Entity: _____ Phone: _____

Receipt Acknowledging Request for Land Use Information

Note to Local Government Representative:

Please complete this form and return it to the applicant. **For new water right applications only**, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.

Applicant Name: SUNSTONE WATER LLC

Staff Name: KT WIRTH Title: PLANNER 1

Staff Signature: [Signature] Date: 03/27/20

Governmental Entity: JACKSON COUNTY Phone: 501-774-6907

Oregon Water Resources Department

FORM M

FOR MUNICIPAL AND QUASI-MUNICIPAL WATER SUPPLIES

[Information needed to make findings related to ORS 537.153(3)(c)]

- Please supply the required information in the spaces provided below. If any section of this form is not applicable, please write N/A and provide an explanation why it does not apply.
- Do not attach reference documents. If there is a need, the Department will request them.
- Your signature is certification that identified information is contained in the reference document(s).
- If adequate space is not available on this form to describe and justify your request for additional water, attach additional pages as necessary.

Water Supplier Information

Please provide the following information related to the water supplier requesting additional water. It should be noted that the name of a water supplier is often different than the service area (e.g., *City of ABC and XYZ Urban Growth Boundary*).

Cities are not the only municipal corporation; many kinds of special districts are also allowed to purvey water. Applications requesting to use water for Quasi-Municipal use may be submitted by entities including, but not limited to, the following types of governance: a water association; private water company; or (*if under the articles of incorporation*) a broader corporation such as a destination resort. Please attach a copy of the article of incorporation related to your distribution of water.

Name of Water Supplier/Entity	Name of Service Area	Governance	Contact Person
Sunstone Water, LLC	Urban Growth Boundary of the City of Shady Cove and adjacent areas	Investor-Owned Water Utilities Company	JJ Olson
List any water suppliers within the same service area and/or any self-supplied industrial user. (Attach an extra sheet, if necessary.)			
None			

Request for Additional Water

Briefly explain the reason(s) for your request for additional water (e.g. *loss of current supply, backup, emergency supply, peak demand, growth, or other*). Much of the information needed may be contained in your Water Management and Conservation Plan, Water System Master Plan, or Capital Improvement Plan (*as applicable*).

Reason(s) for the Request for Additional Water	Time Table for Development of the Additional Water	Justification for Water Source & Amount Requested
To meet the rising demand of the water users	Within 20 years from permit issuance	Stored water in Lost Creek Reservoir is the only viable source of water in the amount needed. Amount requested is the amount that is economically feasible at the time.

Water Management and Conservation

- Do you have an approved Water Management and Conservation Plan? Yes No
- List the “In-Effect” date of your most recently approved Water Management and Conservation Plan: [5/11/29](#)
- Is your system fully metered? Yes No
- Do you perform annual water audits? Yes No
- Annual amount of water produced (MG): [41.3](#)
(diverted or appropriated)
- Annual amount of water billed for (MG): [39.8](#)
(metered consumption)
- Identify your system’s current annual water loss: [3.7%](#)
(difference between the amount of water produced and the water billed for)
- Describe your rate structure and billing schedule: [Water bills have a base charge and a consumption charge. Base charge is based on meter size, consumption charge is based on amount of water used per 100 gallons.](#)
[e.g., commodity rate (uniform rate, declining or inverted block rate); fixed charge with a commodity rate; or a fixed charge and commodity rate using a seasonal differential.]

Population

A supplier’s population includes both permanent residential and transient populations. Residential population should be from census data or, if estimated, the method of estimation must be documented. Adopted comprehensive land use plans, water system master plans, or water management and conservation plans are examples of acceptable documentation. Transient populations are routine users of water by employers (*such as manufacturing or call center type facilities*) that increase the demand within a supplier’s service area. Resort areas, regional airports, sea ports, areas with seasonally variable populations, and colleges/universities are also subject to this transient population test. Special events which are rare occasions (*such as parades, rodeos, festivals, etc.*) are not reasons to apply the transient population test.

Below, please indicate the current population to which you serve water, and cite the source of that information. Please also provide the historic population growth rate over the past 10 years and the projected population you anticipate serving in 20 years.

Present Population being Served:	Source of Information
1072	WMCP
Historic population growth rate over the past 10 years:	Source of Information
1%	WMCP
Projected Population to be Served in 20 Years:	Source of Estimate/Method Used
1300	WMCP with 1% annual growth

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Current Water Supply

In the table below, please describe all of the sources of your current water supply inventory (*both active and inactive*). Identify those sources and associated water rights that are currently in use. Additionally, please identify any water sources/water rights that are not currently used, or used only on a seasonal or emergency basis, and describe the reason(s) why. If any portion of your water supply is being purchased, identify the supplying entity and, if possible, indicate the water source.

Water Source (Include any wholesale purchases of water)	Water Right Numbers (Permit and/or Certificate)	Priority Date	Amount of Water Allowed	Actively Used? (Yes or No) If "No," explain.
Lost Creek Reservoir	Permit S-54348	1/10/2006	95.6 AF	Yes
Wells 1, 2 & 3	Permit G-16281	8/21/2006	0.17 CFS	Yes

Is this application for a new water use permit intended to be used as a primary or backup source? Explain how this right will be used to meet current demand and/or how it will be used to increase reliability and resiliency?

[This application is for a primary source. Current demand is higher than the amount allowed by current water rights. This application is intended to provide sufficient water rights for the growing demand.](#)

Current Water Use

Describe the nature of your current demands for water, as well as the water sources used to meet those needs.

Current Demands for Water (Year: 2022)

Water Source (Including wholesale water purchases)	Water Right Numbers (Permit and/or Certificate)	Peak or Maximum Demand		Average Demand	
		Maximum Instantaneous Rate (in cfs or gpm)	Maximum Daily Demand (MG)	Average Daily Demand (MG)	Average Annual Demand (MG)
Lost Creek Reservoir	Permit S-54348	1200 gpm	0.202 MG (2022)	0.104 MG (2022)	37.9 MG (2022)
Well at Plant	Permit G-16281	0.17 cfs	0.021 MG	0.011 MG	3.9 MG

- Per-capita daily demand (in gallons): [102](#)
(Divide average annual water sales by population to arrive at consumption, and then divide by 365 to get daily values.)
- Peak season (by month/day): [July](#) to [August](#)
- Peak Season number of hours diverted/pumped (if available): [Not available](#)
- Peak season per-capita daily consumption (in gallons): [272](#)
(Divide total peak season demand by population and the number of days during the peak.)
- Peaking Factor (ratio between max day demand and average day demand): [1.94](#)

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Projected Water Use

Describe your anticipated water demands for the next 20 years, and identify the sources of water (*existing and/or new*) that will be used to meet those demands. Please also describe the methodology and/or information source used to make the projected water demand estimates.

Projected Demands for Water in 20 Years (Year: 2048)

- Current average per capita demand (in gallons): 102 gal/day
- Projected population served in year (2048): 1300
- Projected average annual demand (MG): 75
- Projected average daily demand (MG): 0.21
- Current peaking value: 1.94
- Projected maximum daily demand (MG): 0.40

Water Source (Including wholesale water purchases)	Water Right Numbers (Permit and/or Certificate) If a new water source, indicate so.	Projected Peak Daily Demand		Projected Average Daily Demand	
		Maximum Instantaneous Rate (in cfs or gpm)	Maximum Daily Demand (MG)	Average Daily Demand (MG)	Average Annual Demand (MG)
<u>Lost Creek Reservoir</u>	<u>S-54348</u>	<u>1200 gpm</u>	<u>0.165</u>	<u>0.085</u>	<u>31.2</u>
<u>Well at Plant</u>	<u>G-16281</u>	<u>0.17 cfs</u>	<u>0.018</u>	<u>0.009</u>	<u>3.3</u>
<u>New Permit</u>	<u>TBD</u>	<u>1200 gpm</u>	<u>0.215</u>	<u>0.111</u>	<u>40.5</u>

Source or Methodology Used for Demand Projections:

WMCP

Describe any issues, deficiencies or limitations associated with your current water supply inventory contributing to the need to acquire additional water in order to satisfy your current and/or projected 20-year demands:

The current maximum allowed annual volume is 34.5 MG utilizing both existing water rights. The current annual demand (41.8 MG) is higher than the current allowed volume. Additional water rights are required to increase the allowed annual volume above the demand. The additional 50 AF requested in this application will accomplish that goal. Additional water rights will be required to satisfy the 20-year demand projection.

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Annual Water Use by Type

In the table below, list the quantity of water diverted for each type of water use and the percentage of the total diversion associated with that use type:

Type	Current Use		Use In 20 Years	
	Quantity Diverted:	Percentage of Total Diversion:	Projected Quantity to be Diverted:	Percentage of Total Diversion:
Residential:	<u>27.3 MG</u>	<u>66.1</u>	<u>49.6 MG</u>	<u>66.1</u>
Commercial:	<u>12.5 MG</u>	<u>30.2</u>	<u>22.6 MG</u>	<u>30.2</u>
Institutional¹:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Agricultural²:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Industrial:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other: (specify use)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
System Water Loss:	<u>1.5 MG</u>	<u>3.7</u>	<u>2.8 MG</u>	<u>3.7</u>
Total Diverted:	<u>41.3 MG</u>	<u>100</u>	<u>75.0 MG</u>	<u>100</u>

¹: Institution use includes water served to hospitals, federal, state, or municipal connections, and school districts.

²: Agricultural use includes any type of customer with a service connection dedicated for the raising of livestock or edible or non-edible crops.

Last revision: May 1, 2018/WRSD

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Attachment A - List of Easements for Sunstone Water LLC as of 8.8.24

Easement #	Owner's Name	Mailing Address	City	State	Zipcode	Tax Lot	Instrument #
	Ann Singer	PO Box 68	Shady Cove	OR	97539		
	Tony & Janet Delanzo	126 Hannah's Way	Shady Cove	OR	97539		
1	Matthew & Sharon Kosak	PO Box 396	Phoenix	OR	97535	Multiple	2015-024292
2	School Dist #9	240 E Main St.	Eagle Point	OR	97524	341W10CC 2300	2015-024293
3	City of Shady Cove School District No. 9 of Jackson County	11 N Royal Ave	Eagle Point	OR	97524	341W10CC 2303	2015-024291
4	Michael Richter	PO Box 1126	Shady Cove	OR	97539	341W09DA 0702	2019-004369
5	Christopher J Kimmel	PO Box 673	Shady Cove	OR	97539	341W10CB 2800	95-13865
7	Grimes 541 Enterprises LLC	8865 Elk Creek Rd.	Trail	OR	97541	341W15BA 4001	2018-0341476
8	Jimmy and Salena Su	PO Box 1518	Cave Junction	OR	97523	341W15BC 1800	2018-031475
9	Eryk Hanson, Lie Tan	3264 Ford Dr.	Medford	OR	97504	341W15BC 1801	2018-015980
10	M3k Kharabeesh Lp	515 S Figueroa St. 166	Los Angeles	CA	90071	341W16 604	2018-015979
11	Dana Rae Mathewson	606 Deer Park Ln	Shady Cove	OR	97539	341W16CD 104	2017-004444
12	Joseph G Jr Trust Dauenhauer	349 Wilson Rd	Ashland	OR	97520	341W15CC 5700	2017-032997
13	Murphy Family LLC	PO Box 1150	Shady Cove	OR	97539	341W15CC 5800	2017-032998
14	Sandy Myers	PO Box 1130	Shady Cove	OR	97539	341W10CA 3700	98-57990
15	Phillip and Gina Kincaid	9300 Upper Cow Creek Rd.	Azalea	OR	97410	341W10CB 5602	98-57991
16	Joanne Perry and Gregory Joelson	7800 Rogue River Dr.	Shady Cove	OR	97539	341W15CB 101	2017-038171
18	John Bowles & Wendi Workinger	206 Alta Ln.	Brookings	OR	97415	341W16CA 200	2017-016371
19	Scott Slack	20606 Sawyer Rd.	Shady Cove	OR	97539	341W16 200	2017-016370
20	Sydney and Jean Stoner	221 Deer Park Ln	Shady Cove	OR	97539	341W16CD 103	2017-016372
21	John Michael Proctor Trust	600 Rogue Air Dr.	Shady Cove	OR	97539	341W16CA 100	2017-016374
22	Rogue Air Inc.	PO Box 1175	Shady Cove	OR	97539	341W16CD 200	2017-016373
23	Ian Colman	20499 Sawyer Rd	Shady Cove	OR	97539	341W16 500	2017-002133
	Donald & Cheryl Marrow	645 Kinworthy Dr.	Shady Cove	OR	97539		
	George S & Rosalie M Gaither	PO Box 1328	Shady Cove	OR	97539		
	Terri L Hume	294 Sowell Dr.	Shady Cove	OR	97539		
	Sun Honglian & Wang Tiesen	846 Greenleaf Ln.	Central Point	OR	97502		
	Beverly Deleondardis	737 Gibbon Rd.	Central Point	OR	97502		
	Lacey Bonner	PO Box 3478	Newport Beach	CA	92659		
25	Robert Shane Badgett	65 Erickson Ave.	Shady Cove	OR	97539	Multiple	94-19690
	Jim & Marva Guches	PO Box 69	Shady Cove	OR	97539		
	John E Everitt	PO Box 1418	Shady Cove	OR	97539		
27	Kimberly Casey	117 Kathleen	Shady Cove	OR	97539	Multiple	94-22527
28	Jeff and Diana Burney	PO Box 841	Shady Cove	OR	97539	341W10BC 1305	94-29671
29	Robert Bellah	PO Box 1121	Shady Cove	OR	97539	Multiple	94-22528
30	Alicia Gail Moody	325 Hudspeth	Shady Cove	OR	97539	341W10C 1802	95-13867
	Robert and April Wade	1010 Chevney	Shady Cove	OR	97539		
31	Douglas VanGordon	PO Box 1006	Shady Cove	OR	97539	341W10CB 3200 / 4200	95-13866
	Justin Dean	23611 Hwy 62	Trail	OR	97541		
32	Johnny & Debra Waddell	60 Kelley Ct	Shady Cove	OR	97539	341W10CC 600 / 700	95-26195
33	Sandra Meyers	PO Box 1130	Shady Cove	OR	97539	341W10CB 5700	98-57989
34	Robert Giovannetti and Rachel Cushman	PO Box 5501	Central Point	OR	97502	341W10CB 1100	95-36680

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	Jester Family Trust	PO Box 692	Shady Cove	OR	97539		
	Richard Goebel & Elaine Holland	PO Box 990	Shady Cove	OR	97539		
36	Jeremy Harr	1460 Millcreek Dr.	Prospect	OR	97536	Multiple	96-23880
37	Donald J & Anne M Dorsher	PO Box 736	Shady Cove	OR	97539	341W10CB 4300 / 4301	96-23881
38	Terri Hume	294 Sowell	Shady Cove	OR	97539	341W10CB 5400	97-39645
40	Justin and Shawna Fetherolf	590 Kinworthy Dr	Shady Cove	OR	97539	341W10CB 5200	99-62367
41	Steve & Tammy Smiley	295 Hudspeth Ln	Shady Cove	OR	97539	341W10CB 5100	95-36679
42	Steve & Tammy Smiley	295 Hudspeth Ln	Shady Cove	OR	97539	341W10CB 5100	97-42956
43	Susan Murray	358 Hudspeth Ln	Shady Cove	OR	97539	341W10CB 1200	95-36681
44	Donna Lewis	PO Box 673	Shady Cove	OR	97539	341W10CB 2800	2013-033986
46	Donna Lewis	PO Box 673	Shady Cove	OR	97539	341W10CB 2800	2013-033990
47	John Evanski III	2884 S Cherry Ave	Fresno	CA	93706	341W16DA 1701	2010-031057 / 2008-007964
48	Cynthia Payne Revocable Living Trust	7366 Rogue River Dr.	Shady Cove	OR	97539	341W16DA 1600	2007-049941
49	Cynthia Payne Revocable Living Trust	7366 Rogue River Dr.	Shady Cove	OR	97539	341W16DA 1600	2007-049940
50	Cynthia Payne Revocable Living Trust	7366 Rogue River Dr.	Shady Cove	OR	97539	341W16DA 1600	2007-049942
51	William and Deanna Gordon	PO Box 152	Shady Cove	OR	97539	341W16DA 300	2008-044535
52	Jason and Krista VanHouten	20399 Sawyer Rd	Shady Cove	OR	97539	341W16 2000	2010-031058
53	Darin Dubois	PO Box 101	Eagle Point	OR	97524	341W16 501 / 341W16 200	Unknown
54	Scott Slack and Tamara Rada	20606 Sawyer Rd.	Shady Cove	OR	97539	341W16 200	2011-021011
55	Ian Colman	20499 Sawyer Rd	Shady Cove	OR	97539	341W16 500	2010-031056
57	John and Andrea Pariani	PO Box 551	Shady Cove	OR	97539	341W16 203	2010-026144
58	John and Andrea Pariani	PO Box 551	Shady Cove	OR	97539	341W16 203	2010-031055
59	Laura Matthews	PO Box 26	Shady Cove	OR	97539	341W09 400	2006-030505
60	Rogue Crest Apartments LLC	194 Castaline Dr.	Shady Cove	OR	97539	341W16 201	2006-023354
61	School District #9	240 E Main St.	Eagle Point	OR	97524	341W09 300	2006-014021
62	School District #9	240 E Main St.	Eagle Point	OR	97524	341W10CC 2300	2006-014025
63	School District #9	240 E Main St.	Eagle Point	OR	97524	341W09 300	2006-014022
	Dennis & Carolee Enriquez (three lots)	7474 Crowfoot Rd.	Trail	OR	97541	341W15BC 1300 / 1301 / 1400	
64	Rapid Pleasure Rafting LLC	125 Chapparal Dr.	Shady Cove	OR	97539	/ 1600	2010-038702
69	Scott Slack and Tamara Rada	20606 Sawyer Rd.	Shady Cove	OR	97539	341W16 200	2011-030856
70	Mike and Vicky Carpenter	PO Box 695	Shady Cove	OR	97539	341W15BA 4801	2016-006838
71	Randy and Lisa Carothers	1090 Derby Rd.	Eagle Point	OR	97524	341W10CD 701	2016-028526
72	Seth and Laura Goebel	PO Box 92	Eagle Point	OR	97524	341W15BA 4800	2016-006837
73	Mike and Vicky Carpenter	PO Box 695	Shady Cove	OR	97539	341W15BA 4900	2016-003751
	Richard Chavez	PO Box 916	Shady Cove	OR	97539	341W10CD 2201 & 2200	2022-001377

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RIGHT-OF-WAY OCCUPATION AND USE AGREEMENT

AN AGREEMENT BETWEEN SHADY COVE WATERWORKS, LLC AND THE CITY OF SHADY COVE, OREGON, GRANTING SHADY COVE WATERWORKS, LLC THE NON-EXCLUSIVE AUTHORITY TO OCCUPY CITY RIGHT-OF-WAY AND ESTABLISHING CONDITIONS AND COMPENSATION REGARDING RIGHT-OF-WAY OCCUPATION, USE, AND CONSTRUCTION

1. RECITALS

- A. The City of Shady Cove (CITY) has allowed Shady Cove Waterworks, LLC (PERMITTEE) to operate a water utility system within the City of Shady Cove; and
- B. PERMITTEE has continuously operated a water utility system within the City of Shady Cove since 2007, presently occupies 3,292 feet of City Right-of-Way ("ROW"); and is applying with the CITY to occupy an additional 230 feet of ROW, all of which is more fully described on the attached maps which by this reference are incorporated within this Agreement.
- C. Both the CITY and PERMITTEE desire to allow the continued operation of PERMITTEE's water utility system within the City of Shady Cove through this ROW Agreement; and
- D. CITY deems it appropriate that the authority to occupy and use the CITY'S ROW be granted to PERMITTEE under the terms of this Agreement.

A. INTRODUCTION

- 1. Purpose. The purpose of this Agreement is to authorize the continued construction, maintenance, development, and operation of PERMITTEE's water system within the CITY'S ROW.
- 2. Definitions. For the purpose of the Agreement, the following terms shall have the meanings:
 - a) Facilities: All real property, equipment, pipes, lines, and/or fixtures used by PERMITTEE in the distribution of its services through its system.
 - b) Gross Revenue: Revenues derived from the sale of water or from the use, rental or lease of PERMITTEE'S Facilities, after deducting any amounts paid by PERMITTEE to the United States or to the State of Oregon as excise, occupation, or business taxes and after deducting net uncollectibles. Gross Revenues shall not include proceeds from the sale of bonds, mortgage or other

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evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another when the utility purchasing the service is not the ultimate customer.

- c) Permittee: Shady Cove Waterworks, LLC, an Oregon corporation, its successors, transferees, legal representatives, employees, contractors, subcontractors, agents, or assigns.
- d) Right-of-Way or ROW: Includes, but is not limited to streets, roads, highways, bridges, alleys, sidewalks, trails, paths, parking strips, public easement on private property, and all other public ways or areas, including subsurface areas.
- e) Street: Includes the surface, the air space above the surface, and the area below the surface of any public street, alley, avenue, road, boulevard, thoroughfare, or public highway, and other ROW, including public utility easements, but does not include a bridge.

B. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Authority. Subject to the conditions and reservations contained in this Agreement, the CITY hereby grants to PERMITTEE the non-exclusive right and privilege to own, construct, expand, upgrade, maintain, and operate a water utility system within the CITY. PERMITTEE may not provide other services, unless PERMITTEE enters into separate agreements for such services.
2. Duration and Renewal. This Agreement is granted for a period of ten (10) years from the effective date of this Agreement, unless terminated sooner under the provisions of Section G-2.

C. SERVICE STANDARDS

1. Standards. PERMITTEE shall keep its system in a good and safe state of repair and shall maintain, repair, use, and operate a water utility system in the CITY that conforms to the standards of the Oregon Public Utility Commission guidelines, as well as all applicable federal, state and city laws, rules, regulations, policies, or specifications.
2. Emergency Repair Service. PERMITTEE shall maintain emergency repair service on a twenty-four (24) hour per day, seven (7) days per week basis. Such emergency service shall be easily reached by phone during normal business hours and through an answering service at all other times.

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D. USE OF PUBLIC WAYS

1. Excavation and Restoration.

- a) PERMITTEE shall comply with all City, state, and federal applicable agreements, codes, rules or regulations that may pertain to its excavation or restoration activities within Easements, public places and CITY ROW.
- b) All Facilities constructed by PERMITTEE within the CITY shall be located so as to cause minimum interference with the proper use of Streets, alleys and other ROW, and to cause minimum interference with the rights or reasonable convenience of the CITY or property owners. The CITY may observe and inspect all construction or installation of PERMITTEE'S Facilities subject to the provisions of this Agreement. Except for emergencies, no construction shall be commenced prior to approval by the CITY. PERMITTEE is responsible for all work performed by or for PERMITTEE or its agents.
- c) Except in the case of emergency repairs, no newly overlaid Street or newly constructed Street shall be excavated by PERMITTEE for a period of five (5) years from the time of completion of the Street overlay or the Street construction unless specifically authorized by the CITY. Such authorization shall not be unreasonably withheld. This paragraph shall not prohibit boring under the Streets so long as the road surface is undisturbed.
- d) All installations by PERMITTEE in new residential subdivisions shall be, wherever and whenever practical, placed in conjunction with all other utility installations in compliance with existing regulations.
- e) When any excavation is made by PERMITTEE, PERMITTEE shall, within thirty (30) calendar days, restore the affected portion of the Street, bridge, Easement area, private property or ROW to as reasonably good a condition as it was prior to the excavation. Any restoration by PERMITTEE shall be done in compliance with CITY specifications, requirements, and regulations in effect at the time of such restoration and shall be guaranteed for a period of two (2) year following inspection and acceptance of the restoration by the CITY. If PERMITTEE fails to restore the site within thirty (30) calendar days to as reasonably good a condition in which it was prior to the excavation, the CITY may make the restoration, and the reasonable costs of making the restoration, including the costs of inspection, supervision, and administration shall be paid by PERMITTEE. The CITY may grant an extension to the thirty (30) calendar day requirement of this section.

2. Removal or Relocation of Facilities.

- a) All relocated Facilities shall be placed in coordination with the CITY and other affected utilities.
- b) If PERMITTEE fails to comply with any CITY requirement, the CITY may remove or relocate the Facilities at PERMITTEE'S expense.

3. Location, Abandonment, Inspections. PERMITTEE is subject to the following service standards:

- i. PERMITTEE shall abide by CITY policy encouraging co-location of utilities in common underground Facilities.
- ii. PERMITTEE shall remove idle or unused Facilities from the ROW upon request. In the event PERMITTEE vacates or abandons any Facilities, PERMITTEE shall provide written notification at least thirty (30) business days prior to vacation or abandonment to the CITY and all other utilities sharing the ROW. If Facilities have not been removed within the thirty (30) day period, the CITY may have the Facilities removed at PERMITTEE'S expense.
- iii. PERMITTEE shall perform regular inspection and maintenance to its Facilities to ensure proper and consistent operation of its system. PERMITTEE shall respond to the CITY'S request for repair within ten (10) days of receipt of such request and make repairs necessary within sixty (60) days upon request. In the event PERMITTEE fails to meet either the request and/or repair time, the CITY may repair the system and PERMITTEE shall reimburse the CITY for all such reasonable costs.

E. CONSTRUCTION COORDINATION

1. CITY Rights. The CITY reserves the right to:

- a) Construct, install, maintain, and operate any public improvement, work, or Facility and do any work that the CITY may find desirable on, or over, or under any Street, bridge or ROW.
- b) Vacate, alter, or close any Street, bridge or ROW.
- c) Whenever the CITY excavates or performs any work in any of the ROW or contracts or issues permits to others for such excavation or work, where such excavation or work may disturb PERMITTEE'S Facilities, the CITY may, in writing, notify PERMITTEE sufficiently in advance of such contemplated excavation or work to enable PERMITTEE to take such measures as may be deemed necessary to protect such Facilities from damage and possible inconvenience to the public. In any such case, PERMITTEE, upon receiving such notice, shall furnish maps or drawings to the CITY or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work.

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2. Control of Construction. PERMITTEE shall file with the CITY "as built" scale maps showing the location of any construction, extension, or relocation of any of its water lines, or Facilities and must first obtain the CITY'S approval of the location and plans prior to the commencement of any work. PERMITTEE shall be required to obtain a permit from the CITY before commencing the construction, extension, or relocation of any of its lines or Facilities within the CITY'S ROW.
3. Ongoing Communication. PERMITTEE shall keep the CITY informed of all new developments, issues or concerns affecting the water utility system. The CITY shall endeavor to notify PERMITTEE of any developments or issues concerning the Agreement.

F. FINANCIAL

1. Compensation.
 - a) In consideration of the rights and privileges hereby granted, PERMITTEE shall pay to CITY from and after the effective date of the acceptance of this Agreement, zero percent (0%) percent of its Gross Revenues derived from within the corporate limits of the CITY. Notwithstanding any provision to the contrary, at any time during the term of this Agreement, the CITY may elect to increase the fee in an amount not to exceed five (5%) percent of annual Gross Revenues as set forth by ORS 221.450. The CITY shall provide PERMITTEE prior written notice of such increase following adoption of the change in percentage by the CITY. The increase shall be effective sixty (60) days after the CITY has provided PERMITTEE with such written notice.
 - b) Nothing contained in this Agreement gives PERMITTEE any credit against any ad valorem property tax now or hereafter levied against real or personal property within the CITY, or against any local improvement assessment or any business tax imposed on PERMITTEE, or against any charges imposed upon PERMITTEE, or against reimbursement paid to the CITY.
- 2) Right to Inspect Records. PERMITTEE shall keep current, accurate records of account at any office within a reasonable day's commute of the CITY for the purpose of determining the amounts due the CITY. The CITY may inspect and audit the records of account upon written request. The City Council may request periodic reports from PERMITTEE relating to its revenue within the CITY. Within thirty (30) days following any written request by the CITY, PERMITTEE shall furnish to the CITY a report which will accurately identify the total number of PERMITTEE'S customers, according to customer class, within the CITY limits.
- 3) Indemnification and Insurance.

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- a) PERMITTEE shall indemnify, protect and save the CITY, its officers, employees and agents, harmless against and from any and all damage claims, and any and all loss, liability, cost or expense related to or caused by any act or omission of PERMITTEE, done in furtherance of or related to this Agreement.
 - b) PERMITTEE, prior to commencing construction of any kind, shall have in full force and effect, and file evidence thereto with the City Administrator, good and sufficient insurance policies covering Employer's Liability insurance with a minimum limit of \$1,000,000; Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the work performed under this Agreement; Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to vehicles whether owned, hired, or non-owned, assigned to or used by any contractor in the performance of the work. PERMITTEE may self-insure for any or all of the above coverage and shall furnish the CITY with documentation acceptable to the CITY, certifying evidence of self-insurance. The CITY, its officers, agents, and employees, shall be named insureds in any such policy or self-insurance. PERMITTEE shall pay all expenses incurred by the CITY in defending itself with regard to all damages and penalties mentioned in Section F-3 above. These expenses shall include all out-of-pocket expenses, including consultant or attorney fees.
- 4) Permits. Nothing in this Agreement shall be construed to limit the right of the CITY to require PERMITTEE to obtain any necessary permits required by CITY'S municipal code.

G. ASSIGNMENT; REVOCATION

1. Assignment or Sale of Agreement or Facilities. PERMITTEE shall not transfer or assign any rights under this Agreement except transfers and assignments by operation of law, including mergers and similar transactions, unless the CITY shall first give its approval in writing, which approval shall not be unreasonably withheld.
2. CITY's Right to Revoke. In addition to all other rights which the CITY has pursuant to law or equity, the CITY reserves the right to revoke, terminate, or cancel this Agreement, and all rights and privileges pertaining thereto, in the event that:
 - a) PERMITTEE repeatedly violates any material provision of this Agreement if
 - b) PERMITTEE practices any fraud upon the CITY or any customer; PERMITTEE becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt; PERMITTEE misrepresents a material fact in the

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application for or negotiation of the Agreement; PERMITTEE deliberately fails to operate the system without prior approval or without just cause; or if

c) The following provisions are deemed to be material to the performance of the Agreement:

- Emergency Repair Service
- Construction, Excavation and Restoration
- Relocation
- Compensation
- Insurance
- Damages
- Assignment

H. MISCELLANEOUS

1. Compliance with Laws, Rules, and Regulations. At all times during the term of this Agreement, PERMITTEE shall comply with all applicable laws, municipal codes, rules, and regulations of the United States of America, the State of Oregon, and the City of Shady Cove, including all agencies and subdivisions thereof. PERMITTEE shall be subject to the lawful exercise of the police power of the CITY and to such reasonable regulations as the CITY may from time to time hereafter by resolution or Agreement provide. No provision of this Agreement shall be construed as a waiver of local, State, or Federal law, or as a limit of liability.
2. Ordinance. If at any time during the term of this Agreement, the CITY implements a generic "Right of Way Management Ordinance" or similarly titled document which may apply to all of the CITY's utility agreements, PERMITTEE agrees to abide by such ordinance; provided that any specific conflicts between such an Agreement and this Agreement shall be mutually reviewed and resolved by the CITY and PERMITTEE.
3. Severability and Waiver. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining positions hereof. Failure to enforce shall not be construed as a waiver of any term or condition.
4. Preferential or Discriminatory Practices Prohibited. PERMITTEE shall not make or grant undue preference or discriminate against any person in any condition of, or opportunity for employment because of sex, race, color or national origin.
5. Written Notice. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when a registered or certified mail receipt is returned indicating delivery, or on the next addressed business

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day if sent by express mail or overnight air courier to the party to which notice is being given as follows:

If to the CITY: City of Shady Cove
 Attn: City Administrator
 P.O. Box 1210
 Shady Cove, OR 97539

If to PERMITTEE: Shady Cove Waterworks, LLC
 Attn: Patricia Macartney
 P.O. Box 40
 Medford, OR 97501

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

Adopted by the City of Shady Cove City Council this 7th day of November 2013.

CITY OF SHADY COVE:

ATTEST:

Tom Anderson
Mayor

Aaron Prunty
City Administrator Pro Tem

AGREED:

Shady Cove Water Works

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Attachment C

Jackson County Official Records **2010-031057**
R-E
Cnt=1 HELMANCD **09/16/2010 01:57:36 PM**
\$36.00 \$10.00 \$5.00 \$11.00 \$15.00 **Total:\$78.00**



I, Christine Walker, County Clerk for Jackson County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Christine Walker - County Clerk

AFTER RECORDING RETURN TO:

David H. Lohman
823 Alder Creek Drive
Medford, OR 97504

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING:**

No Change

RESTATED EASEMENT AGREEMENT

THIS RESTATED EASEMENT AGREEMENT is made between **SCOTT VALLEY BANK**, a California state-chartered bank ("SVB"), as grantor and **SHADY COVE WATERWORKS, LLC**, ("Waterworks"), as grantee.

RECITALS

A. SVB is the owner of certain real property described in Instrument Number 2009-007524 of the Official Records of Jackson County, Oregon, and more commonly known as Township 34 South, Range 1 West, Section 16DA, Tax Lot 1701 ("Tax Lot 1701" or "the subject property"), a more particular description of this property being attached hereto as Exhibit "A".

B. Waterworks owns and intends to operate an irrigation and municipal water system.

C. The subject property is encumbered by an Easement Deed dated October 24, 2007 and recorded on March 4, 2008 as document number 2008-007964 in the Official Records of Jackson County, Oregon ("the Original Easement"). The Original Easement provides for a waterline, pump and pumphouse, and affords limited access to these facilities.

D. For purposes of affording improved vehicle access for operating maintaining, repairing, and supplementing the aforesaid waterline and the facilities appurtenant to it, the parties desire to establish a slightly expanded easement than that granted in the Original Easement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. The parties agree that the Recitals set forth above are hereby incorporated herein and deemed a material part of this Restated Easement Agreement ("Agreement").

2. SVB grants and conveys to grantee a perpetual variable width easement

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ATTACHMENT I

("Easement") over and across the subject property for the purpose of ingress/egress, constructing, reconstructing, maintaining, using, operating and repairing grantee's underground waterline and the above-ground facilities appurtenant to it, including the pump and pumphouse, river intake and fish screen. The location and width of the Easement is set forth in EXHIBIT "B", attached hereto. The parties acknowledge and agree that grantee intends to use the easement area occasionally for large-vehicle access for installing, maintaining and repairing the waterline and related facilities. The surface of the ground will not be modified from its current state, without the written consent of the other party, and any disruption to the surface in connection with the repair or replacement of the waterline will be restored to its prior condition by the easement owner.

3. Waterworks shall maintain and repair the subject waterline and appurtenances. Waterworks shall have the right, with reasonable notice and without prior initiation of any suit or proceeding at law or equity, at all times as may be necessary to enter upon Tax Lot 1701 to install, lay, construct, remove, replace, renew, use and operate the subject waterline and all facilities appurtenant to it. Waterworks shall repair any damage to Tax Lot 1701 resulting from its operation, maintenance, replacement or repair of the waterline and any appurtenances thereto. Grantor, at grantor's sole expense, shall be responsible for the repair of any damage caused to grantee's improvements within the Easement resulting from grantor's activities within the easement area.

4. Except for the pumphouse and a possible expansion thereof, no buildings shall be constructed within the Easement or which encroach on the Easement. Grantor shall refrain from causing the Easement to be obstructed in any manner without the prior written consent of grantee.

5. This Agreement supersedes and replaces the Original Easement and the Original Easement shall be of no further force or effect.

6. The Easement granted herein is perpetual and non-exclusive and shall run with the land. This Agreement shall be recorded in the Official Records of Jackson County, Oregon.

7. The parties agree to cooperate and execute any and all documents necessary to effectuate the terms of this Agreement. At the request of any party, the other parties hereto agree to execute such documents, statements and certificates as may be reasonably necessary to confirm or certify the existence and effectiveness of this Agreement.

8. In case of suit, action or proceeding to enforce any rights or conditions of this Agreement or appeal from said suit, action or proceeding, the losing party in such suit, action, proceeding or appeal shall pay the prevailing party therein a reasonable attorney's fee as fixed by the court or arbitrator hearing such suit, action, proceeding or appeal.

9. This Agreement has been entered into in the State of Oregon and the subject property is located in the State of Oregon. The parties agree that the laws of the

ATTACHMENT I

State of Oregon shall be used in construing this Agreement and enforcing the rights and remedies of the parties.

10. The Easement granted herein shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. If necessary to allow for the operation, maintenance, replacement and repair of the subject waterline and appurtenances, the parties, or any of them, may assign or grant to public or private utility entities the benefits of this grant of Easement.

11. Each party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any party.

12. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands to this instrument on the date set forth below.

SCOTT VALLEY BANK

9-1-10
Date

By: [Signature]
Its: EDP/CD

SHADY COVE WATERWORKS, LLC

Date

[Signature]
By: Rich Hieb, Manager

Exhibit "A"

That property described in Instrument Number 2009-007524 of the Official Records of Jackson County, Oregon, and more commonly known as Township 34 South, Range 1 West, Section 16DA, Tax Lot 1701.

Tract A:

A tract of land located in the Southeast Quarter of Section 16, Township 34 South, Range 1 West, Willamette Meridian, Jackson County, Oregon, and being more particularly described as follows:

Commencing at the Quarter corner common to Sections 15 and 16 in said Township and Range; thence, along the East line of said Section 16, South $00^{\circ}00'50''$ East, 189.31 feet (record is South $00^{\circ}03'50''$, East, 189.40 feet) to the Southerly line of Rogue River Drive; thence along said Southerly line the following courses and distances; thence South $79^{\circ}35'30''$ West, 250.76 feet (record is South $79^{\circ}34'00''$ West, 250.95); thence 115.58 feet (record is 115.33 feet) along a curve to the right, having a radius of 630.00 feet, a central angle of $10^{\circ}30'41''$; and a long chord which bears South $84^{\circ}50'50''$ West, 115.42 feet; thence North $89^{\circ}53'49''$ West, 124.54 feet (record is North $89^{\circ}56'40''$ West, 124.74 feet) to the northwesterly corner of the tract described in Document No. 71-03238, Official Records, Jackson County, Oregon; thence along the Westerly line of said tract, South $20^{\circ}22'47''$ East (record is South $20^{\circ}25'00''$ East), 344.77 feet to a 5/8 inch iron pin at the northeasterly corner of the tract described in Document No. 91-17773 of said Official Records, being the Point of Beginning; thence, continuing along the Westerly line of said tract described in Document No. 71-03238, South $20^{\circ}22'47''$ East, 206.40 feet to the Northerly bank of the Rogue River; thence along said Northerly bank the following courses and distances; thence South $57^{\circ}58'00''$ West, 61.17 feet; thence South $61^{\circ}55'00''$ West, 31.62 feet; thence South $57^{\circ}28'16''$ West, 63.75 feet to the Northeasterly line of the tract described in Document No. 02-60986 of said Official Records; thence along said Northeasterly line, North $38^{\circ}55'00''$ West, 301.33 feet to a 5/8 inch iron pin; thence North $60^{\circ}02'06''$ East, 50.34 feet to a 5/8 inch iron pin; thence continuing North $60^{\circ}02'06''$ East, 12.00 feet to the center of Red Lick Creek; thence along the center of said creek the following courses and distances; thence South $29^{\circ}50'10''$ East, 9.68 feet; thence South $46^{\circ}02'18''$ East, 38.27 feet; thence South $23^{\circ}49'32''$ East, 43.91 feet; thence, leaving said creek centerline, North $59^{\circ}59'56''$ East, 18.32 feet to a 5/8 inch iron pin, thence North $60^{\circ}02'06''$ East, 151.14 feet to the Point of Beginning.

Tract B:

An easement for ingress and egress including the terms and provisions thereof, as set forth in Document(s) recorded October 21, 1986, as Document Number(s) 86-21093, Deed Records of Jackson County.

For informational purposes only, the following is included:
(Map No. 341W16DA, Tax Lot 1701, Account No. 1-062283-1, Code 9-15)

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5

EXHIBIT "B"

A variable width easement located within a portion of that real property described in Instrument Number 2009-007524 of the Official Records of Jackson County, Oregon, being located within a portion of the Southeast One-quarter of Section 16, Township 34 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The sidelines of said easement are more particularly described as follows:

Commencing at the One-quarter common to Sections 15 and 16 of said township, range and meridian; thence South 44°15'48" West, 806.43 feet to a point at the centerline of Red Lick Creek, being the north-northeast corner of tract per said Instrument Number 2009-007524; thence South 60°02'39" West, along the north line of said tract, 9.35 feet to the **True Point of Beginning**; thence South 28°04'11" East, 6.35 feet; thence South 30°14'58" East, 67.17 feet; thence South 47°32'15" East, 232.53 feet to the south line of said tract; thence along the south line of said tract the following courses and distances: South 61°54'28" West, 12.70 feet; thence South 57°27'44" West, a distance of 8.31 feet; thence North 47°32'15" West, leaving said tract line, 6.21 feet; thence South 57°27'44" West, 20.71 feet; thence North 47°32'15" West, 62.53 feet to the south line of a 12-foot wide sanitary sewer easement per Instrument Number 80-06966 of the Official Records of Jackson County, Oregon; thence North 50°53'34" East, along said easement, 20.22 feet; thence North 47°32'15" West, leaving said easement, 106.85 feet; thence South 42°12'04" West, 15.00 feet; thence North 47°32'15" West, 61.94 feet; thence North 42°56'42" East, 18.27 feet; thence North 30°14'58" West, 59.59 feet; thence North 28°04'11" West, 6.07 feet to a point on the north line of aforesaid tract; thence North 60°02'39" East, along said north line, 20.01 feet to the Point of Beginning

Basis of bearings for this description is the west line of the Northeast One-quarter of Section 16, Township 34 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, per Survey Number 3495, as filed in the office of the Jackson County Surveyor.

Prepared by:
Neathamer Surveying, Inc.
3126 State Street, Suite 100
PO Box 1584
Medford, OR 97504
Phone: (541) 732-2869
Fax: (541) 732-1382
Project No: 09025-H

Date Prepared: August 2, 2010

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Caël E. Neathamer

OREGON
JULY 09, 2001
CAEL E. NEATHAMER
LS 56545

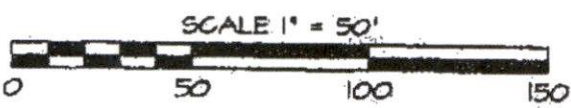
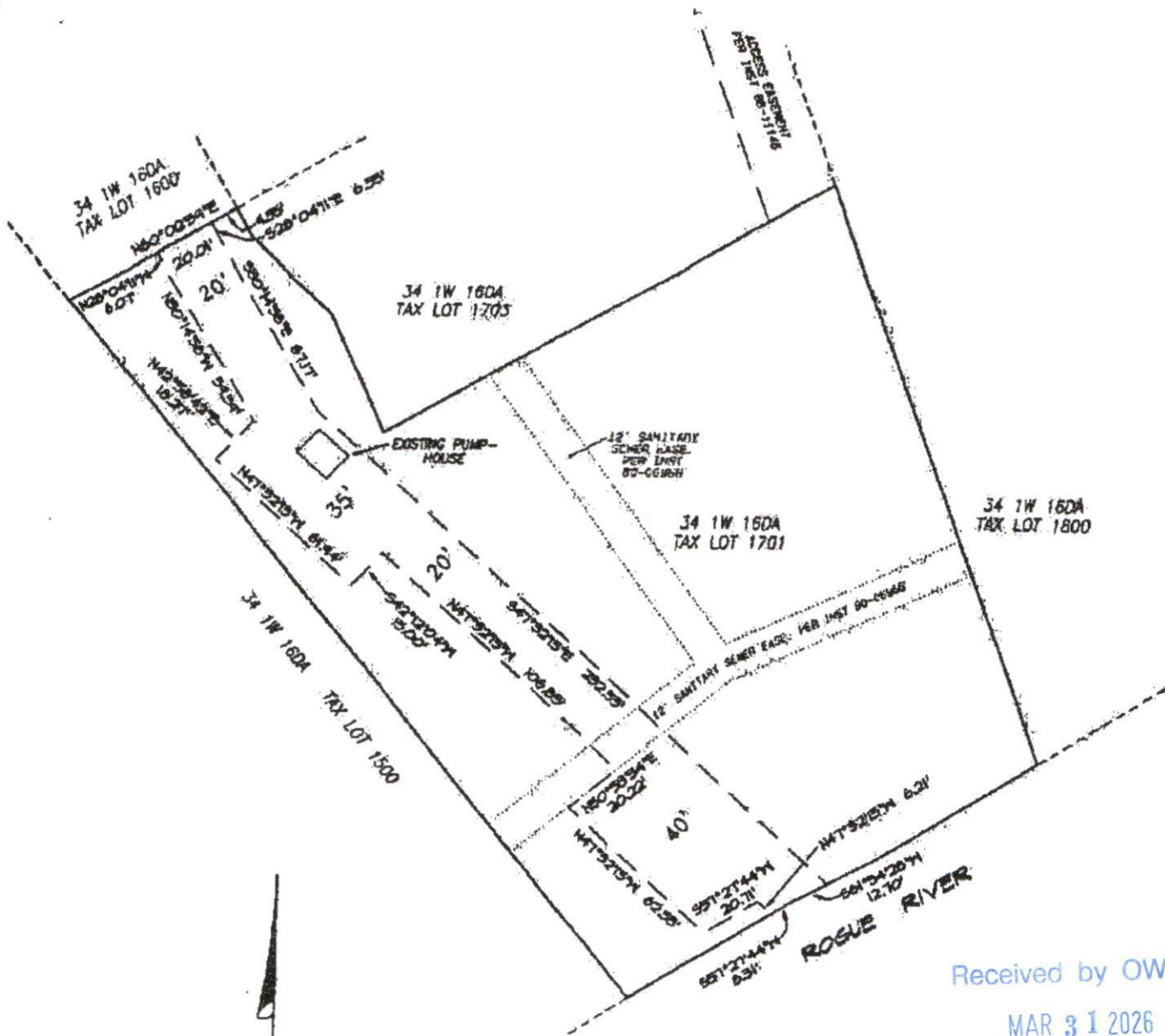
RENEWAL DEC. 31, 2010

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EXHIBIT "B-1"



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REGISTERED
PROFESSIONAL
LAND SURVEYOR

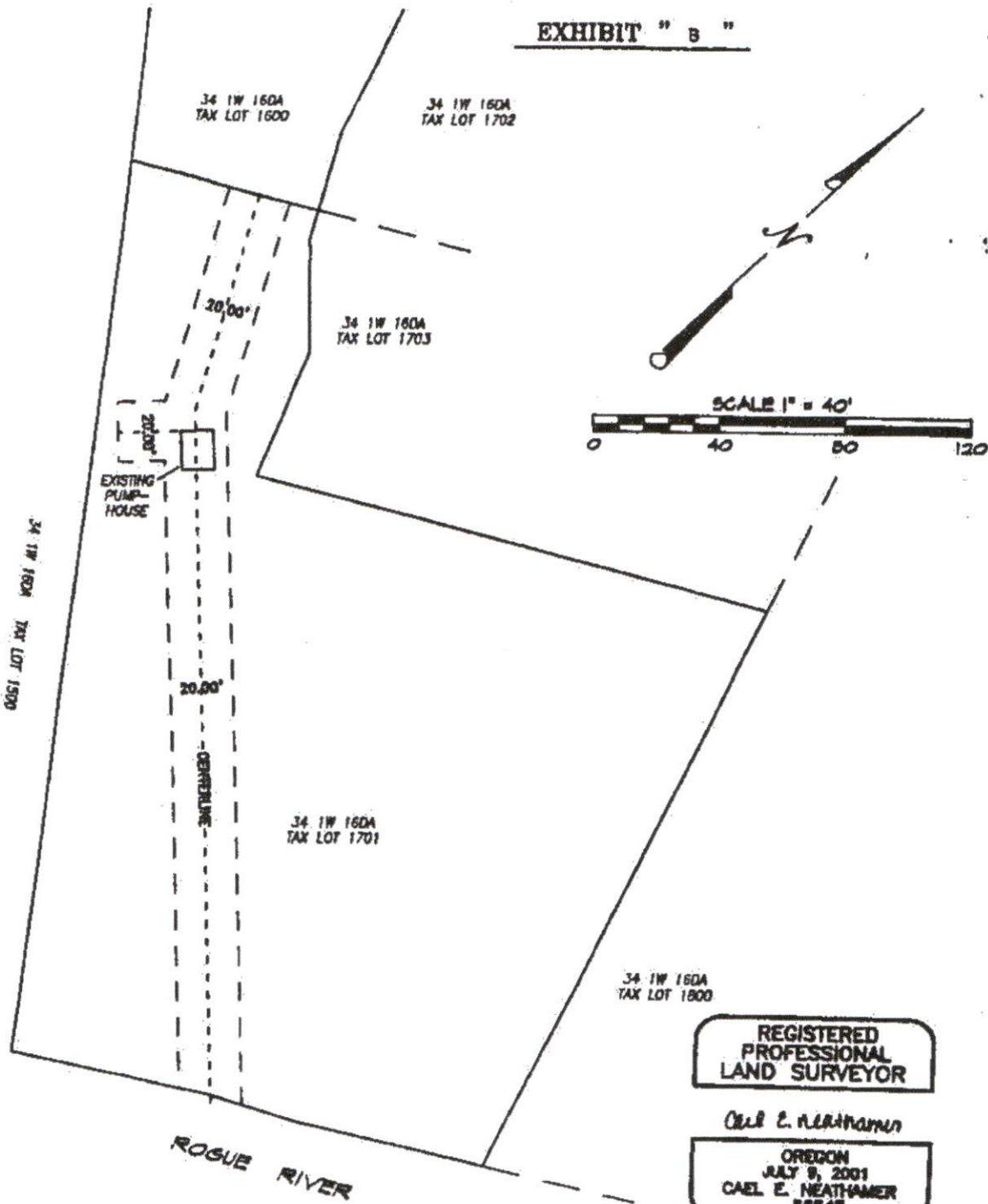
CAEL E. NEATHAMER

OREGON
JULY 9, 2001
CAEL E. NEATHAMER
58548

Renewal Date 12/31/10

71

EXHIBIT " B "



REGISTERED
PROFESSIONAL
LAND SURVEYOR

CAEL E. NEATHAMER

OREGON
JULY 9, 2001
CAEL E. NEATHAMER
88548

Renewal Date 12/31/08

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ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities, which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Project First Cost.

(1). The User shall repay to the Government in a lump sum payment the amounts stated below which, as shown in Exhibit B-III attached to and made a part of this agreement, constitute the entire actual amount of the Project first cost (which includes the construction cost of \$30,300, interest during construction of \$3,270, and interest accrued following the end of the 10-year interest free period date of June 25, 1992 in the amount of \$53,368) allocated to the water storage right acquired by the User under this agreement. This total Project first cost assigned to the User is \$86,938. The interest rate to be used for purposes of computing interest during construction and accrued interest will be the coupon rate as determined by the Secretary of the Treasury on the basis set forth in the Water Supply Act of 1958, Title III of P.L. 85-500. For the Project, construction of which was initiated in FY 1967 this interest rate is 3.225 percent.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay 6.85 percent of the cost of joint-use RR&R of Project features. Payment of these costs shall be made incrementally during construction or in lump sum (including interest during construction at the rate determined in accordance with Section 932 of the Water Resources Development Act of 1986, P.L. 99-662) upon completion of construction.

c. Annual Operation and Maintenance (O&M) Expense. The User will be required to pay 0.5 percent * 5.97 percent of the annual experienced joint-use O&M expense of the Project. Payments for O&M expense are due and payable in advance on the date for payment of Project first cost as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

EXHIBIT "A"

A 10.00 foot wide Utility Easement located within a portion of that real property described in Instrument Number 2005-052771 of the Official Records of Jackson County, Oregon, being located within a portion of the Southeast One-quarter of Section 16, Township 34 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon. The sidelines of said easement are more particularly described as follows:

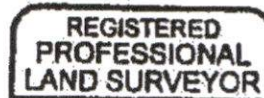
Commencing at the One-quarter common to Sections 15 and 16 of said township, range and meridian; thence South 44°15'48" West, 806.43 feet to a point at the centerline of Red Lick Creek, being the north-northeast corner of tract per said Instrument Number 2005-052771; thence South 60°02'39" West, along the north line of said tract, 19.36 feet to the **True Point of Beginning**; thence South 28°04'11" East, leaving said north tract line, 6.21 feet; thence South 30°14'58" East, 68.32 feet; thence South 47°03'18" East, 6.43 feet; thence South 42°56'42" West, 25.00 feet; thence North 42°56'42" East, 25.00 feet; thence South 47°03'18" East, 13.28 feet; thence South 47°32'15" East, 214.69 feet to the northerly bank of the rogue River, being a point on the southerly boundary of that tract of aforesaid Instrument Number 2005-052771, and being the terminus of this easement.

The sidelines of this easement described herein are to meet at angle points, commence at a point on the northerly line of that tract per said Instrument Number 2005-052771, be 10.00 feet each side of the herein and above described centerline, and terminate at northerly bank of the Rogue River, also being a point on the southerly boundary of that tract of aforesaid Instrument Number 2005-052771.

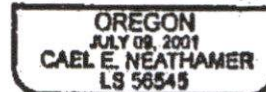
Basis of bearings for this description is the west line of the Northeast One-quarter of Section 16, Township 34 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon, per Survey Number 3495, as filed in the office of the Jackson County Surveyor.

Prepared by:
Neathamer Surveying, Inc.
3132 State Street, Suite 110
PO Box 1584
Medford, OR 97504
Phone: (541) 732-2869
Fax: (541) 732-1382

Date Prepared: September 19, 2007



CAEL E. NEATHAMER



RENEWAL: DEC. 31, ²⁰⁰⁸

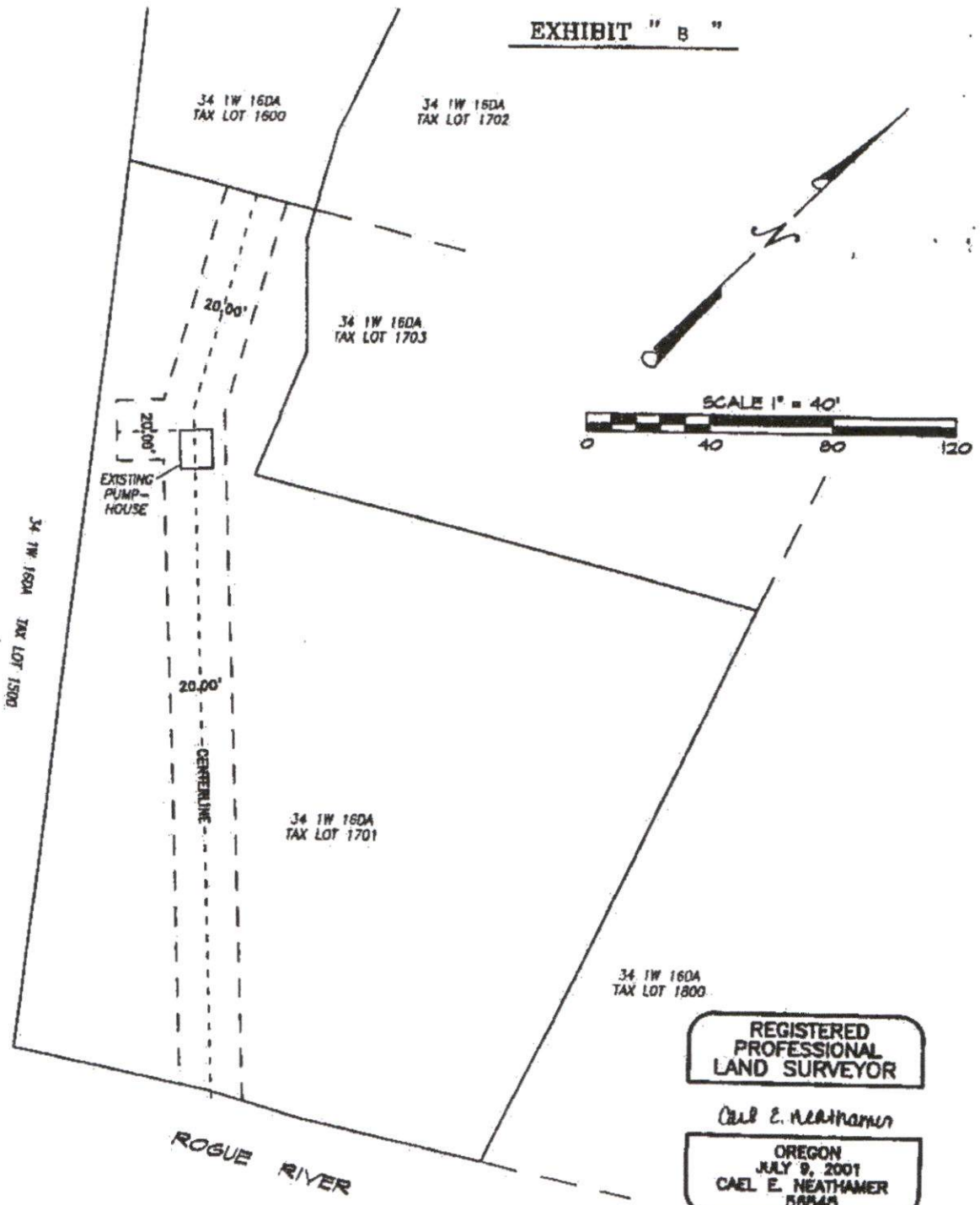
2'

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EXHIBIT " B "



34 1W 16DA
TAX LOT 1500

REGISTERED
PROFESSIONAL
LAND SURVEYOR

CAEL E. NEATHAMER

OREGON
JULY 9, 2001
CAEL E. NEATHAMER
58845

Renewal Date 12/31/08

3'

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REGISTRY NUMBER

207159591

Attachment C continued

TYPE

DOMESTIC LIMITED LIABILITY COMPANY

1. ENTITY NAME

NW NATURAL WATER SERVICES, LLC

2. MAILING ADDRESS

250 SW TAYLOR ST
PORTLAND OR 97204 USA

3. PRINCIPAL PLACE OF BUSINESS

250 SW TAYLOR ST
PORTLAND OR 97204 USA

4. NAME & ADDRESS OF REGISTERED AGENT

SHAWN M FILIPPI

250 SW TAYLOR ST
PORTLAND OR 97204 USA

5. ORGANIZERS

SHAWN M FILIPPI

250 SW TAYLOR ST
PORTLAND OR 97204 USA

6. INDIVIDUALS WITH DIRECT KNOWLEDGE

MARDILYN SAATHOFF

C/O NORTHWEST NATURAL HOLDING COMPANY
250 SW
PORTLAND OR 97204 USA

7. INITIAL MEMBERS/MANAGERS

MEMBER

138884895 - NW NATURAL WATER COMPANY, LLC

250 SW TAYLOR ST
PORTLAND OR 97204 USA

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MANAGER

DAVID H ANDERSON

250 SW TAYLOR ST
PORTLAND OR 97204 USA

MANAGER

FRANK H BURKHARTSMEYER

250 SW TAYLOR ST
PORTLAND OR 97204 USA

MANAGER

MARDILYN SAATHOFF

250 SW TAYLOR ST
PORTLAND OR 97204 USA

MANAGER

KIMBERLY HEITING RUSH

250 SW TAYLOR ST
PORTLAND OR 97204 USA

MANAGER

JUSTIN B PALFREYMAN

250 SW TAYLOR ST
PORTLAND OR 97204 USA

8. DURATION

PERPETUAL

9. MANAGEMENT

This Limited Liability Company will be manager-managed by one or more managers

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I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

SHAWN M FILIPPI

TITLE

ORGANIZER

DATE

01-30-2023

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Water Storage Agreement - Shady Cove Waterworks

9 messages

Silas Olson <silas@hilandwater.com>

Thu, Nov 5, 2020 at 3:29 PM

To: "Warner, Kathryn L CIV USARMY CENWP (US)" <Kathryn.L.Warner@usace.army.mil>

Hi Kathryn,

I hope all is well for you. I am inquiring on behalf of Shady Cove Waterworks regarding the possibility of entering into an additional water storage agreement for the purpose of ultimately increasing the amount of water we are allowed to draw from the Rogue River each year. Could you let me know what the first steps are that need to be taken to start the process?

Thanks,

--
Silas Olson
General Manager
Hiland Water
503-554-8333

Silas Olson <silas@hilandwater.com>

Tue, Nov 10, 2020 at 12:05 PM

To: "Warner, Kathryn L CIV USARMY CENWP (US)" <Kathryn.L.Warner@usace.army.mil>

Hi Kathryn,

I was researching this matter and found some information that indicated there is no application to complete. Rather, I'm hopeful that if I give you the needed information, we can get the ball rolling on an additional water storage agreement. Here is the information:

- Name of entity interested in stored water: SHADY COVE WATERWORKS, LLC
- Location of the withdraw point (POD) on the Rogue River: LOST CREEK RESERVOIR RE-DIVERSION: NE 1/4 SE 1/4, SECTION 16, T34S, R1W, W.M.; 790 FEET SOUTH & 350 FEET WEST FROM E1/4 CORNER, SECTION 16. (see POD is attached permit S-54348)
- Location of the place of use (POU): The attached permit details the POU at the bottom of page 1 and the entirety of pages 2 and 3.
- Addition storage amount being requested: 50 ACRE FEET

**Note POD and POU for the new storage agreement would be the same as the existing agreement held by Shady Cove Waterworks, except that the "second pump station" would be removed. I've attached the map that was previously used as well.

Could you let me know if this information gives you what you need to start the process or if you need anything else? Feel free to reply via email or call me at 503-554-8333 x103. Thank you so much for your help!

Regards,

--
Silas Olson
General Manager
Hiland Water
503-554-8333 x103

On Thu, Nov 5, 2020 at 3:29 PM Silas Olson <silas@hilandwater.com> wrote:
Hi Kathryn,

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I hope all is well for you. I am inquiring on behalf of Shady Cove Waterworks regarding the possibility of entering into an additional water storage agreement for the purpose of ultimately increasing the amount of water we are allowed to draw from the Rogue River each year. Could you let me know what the first steps are that need to be taken to start the process?

Thanks,

--
Silas Olson
General Manager
Hiland Water
503-554-8333

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2 attachments

-  **S_54348.pdf**
65K
-  **S_54348 (1).pdf**
79K

Silas Olson <silas@hilandwater.com>

Mon, Nov 23, 2020 at 10:58 AM

To: "Warner, Kathryn L CIV USARMY CENWP (USA)" <Kathryn.L.Warner@usace.army.mil>

Thanks Kathy!

I'll look forward to reviewing it.

Silas

On Fri, Nov 20, 2020 at 4:46 PM Warner, Kathryn L CIV USARMY CENWP (USA) <Kathryn.L.Warner@usace.army.mil> wrote:

Hi Silas,

This looks great and should be enough to get the ball rolling. I'll start drafting up the agreement next week.

Kathy

-----Original Message-----

From: Silas Olson <silas@hilandwater.com>

Sent: Tuesday, November 10, 2020 12:05 PM

To: Warner, Kathryn L CIV USARMY CENWP (USA) <Kathryn.L.Warner@usace.army.mil>

Subject: [Non-DoD Source] Re: Water Storage Agreement - Shady Cove Waterworks

Hi Kathryn,

I was researching this matter and found some information that indicated there is no application to complete. Rather, I'm hopeful that if I give you the needed information, we can get the ball rolling on an additional water storage agreement. Here is the information:

- Name of entity interested in stored water: SHADY COVE WATERWORKS, LLC
- Location of the withdraw point (POD) on the Rogue River: LOST CREEK RESERVOIR RE-DIVERSION: NE 1/4 SE 1/4, SECTION 16, T34S, R1W, W.M.; 790 FEET SOUTH & 350 FEET WEST FROM E1/4 CORNER, SECTION 16. (see POD is attached permit S-54348)
- Location of the place of use (POU): The attached permit details the POU at the bottom of page 1 and the entirety of pages 2 and 3.
- Addition storage amount being requested: 50 ACRE FEET

**Note POD and POU for the new storage agreement would be the same as the existing agreement held by Shady Cove Waterworks, except that the "second pump station" would be removed. I've attached the map that was previously



Attachment E

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

July 17, 2024

Reservoir Regulation and Water Quality Section

Mr. Silas Olson
General Manager
Sunstone Water, LLC
250 SW Taylor Street
Portland, OR 97204

Dear Mr. Olson:

This is to notify you that Colonel Caswell has signed the water supply agreement for 50 acre-feet of storage space in Lost Creek Reservoir. An original agreement is enclosed for your records.

Under Article 5a(2) of the agreement, the date of this letter becomes the anniversary date of the annual billing. Our Finance and Accounting Section is preparing the first bill and it is due thirty days after receiving it. I would also like to remind you to please send us a copy of the approved water right or license that you receive from the Oregon Water Resources Department for the use of 50 acre-foot of water.

Please contact Kathryn Warner if you have any questions about the agreement at (503) 808-4885 or Kathryn.L.Warner@usace.army.mil.

Sincerely,

KATHRYN WARNER
ON BEHALF OF —

Salina Hart
Reservoir Regulation and Water Quality Section

Enclosure

Received by OWRD

MAR 31 2026

Salem, OR



WATER STORAGE AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
SUNSTONE WATER, LLC

FOR
ORIGINALLY AUTHORIZED WATER STORAGE SPACE IN
LOST CREEK RESERVOIR

THIS AGREEMENT, entered into this 3rd day of July, 2024, by and between THE DEPARTMENT OF THE ARMY (hereinafter called the "Government") represented by the District Engineer executing this agreement, and SUNSTONE WATER, LLC (hereinafter called the "User").

WITNESSETH THAT:

WHEREAS, the Flood Control Act of 1962 (Public Law 87-874, 87th Congress, 2nd session), authorized the construction, operation, and maintenance of the William L. Jess Dam and Lost Lake Reservoir on the Rogue River, Oregon, (hereinafter called the "Project"); and

WHEREAS, the User desires to enter into an agreement with the Government for the use of storage included in the Project for municipal and industrial water supply, and for payment of the cost thereof in accordance with the provisions of the Water Supply Act of 1958, as amended (43 U.S.C. 390b-f); and

WHEREAS, the User as shown in Exhibit "A", attached to and made a part of this agreement, is empowered to enter into an agreement with the Government and is vested with all necessary powers of accomplishment of the purposes of this agreement including those required by Section 221 of the Flood Control Act of 1970 (42 U.S.C. 1962d-5d) (as amended).

NOW, THEREFORE, the Government and the User agree as follows:

ARTICLE 1 - Water Storage Space.

a. Project Construction. The Government, subject to the directions of Federal law and any limitations imposed thereby, has designed and constructed the Project so as to include therein space for the storage of water by the User.

b. Rights of User.

(1). The User shall have the right to utilize an undivided 0.028 percent (estimated to contain 50

acre-feet after adjustment for sediment deposits) of the usable conservation storage space in the Project (see column (4) of Exhibit B-I) between elevations 1872 feet and 1812 feet above National Geodetic Vertical Datum (NGVD), which is estimated to contain 180,000 acre-feet after adjustment for sediment deposits. The User's storage space is to be used to impound water for present demand or need for municipal and industrial water supply.

(2). The User shall have the right to withdraw water from the lake, or to request releases to be made by the Government through the outlet works of the Project, subject to the provisions of Article 1c and to the extent the aforesaid storage space will provide; and shall have the right to construct all such works, plants, pipelines, and appurtenances as may be necessary and convenient for the purpose of diversion or withdrawals, subject to the approval of the District Engineer as to design and location. The grant of an easement for right-of-way, across, in and upon land of the Government at the Project shall be by a separate instrument in a form satisfactory to the Secretary of the Army, under the authority of and in accordance with the provisions of 10 U.S.C. 2668 and such other authorities as may be necessary. Subject to the conditions of such easement, the User shall have the right to use so much of the Project land as may reasonably be required in the exercise of the rights and privileges granted under this agreement.

c. Rights Reserved. The Government reserves the right to control and use all storage in the Project in accordance with authorized Project purposes. The Government further reserves the right to take such measures as may be necessary in the operation of the Project to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the Project.

d. Quality or Availability of Water. The User recognizes that this agreement provides storage space for raw water only. The Government makes no representations with respect to the quality or availability of water and assumes no responsibility therefor, or for the treatment of the water.

e. Sedimentation Surveys.

(1). Sedimentation surveys will be made by the District Engineer during the term of this agreement at intervals not to exceed fifteen (15) years unless the District Engineer determines that such surveys are unnecessary. When, in the opinion of the District Engineer, the findings of such survey indicate any Project purpose will be affected by unanticipated sedimentation distribution, there shall be an equitable redistribution of the sediment reserve storage space among the purposes served by the Project including municipal and industrial water supply, recognizing that the Project will continue to be regulated to reduce flooding downstream from the dam. Adjusted pool elevations will be rounded to the nearest one-half foot. Such findings and the storage space allocated to municipal and industrial water supply shall be defined and described as an exhibit, which will be made a part of this agreement, and the water control manual will be modified accordingly.

(2). The Government assumes no responsibility for deviations from estimated rates of sedimentation, or the distribution thereof. Such deviations may cause unequal distribution of sediment reserve storage greater than estimated, and/or encroachment on the total storage at the Project.

ARTICLE 2 - Regulation of and Right to Use of Water. The regulation of the use of water withdrawn or released from the aforesaid storage space shall be the sole responsibility of the User. The User has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all water rights needed for utilization of the storage provided under this agreement. The Government shall not be responsible for diversions by others, nor will it become a party to any controversies involving the use of the storage space by the User except as such controversies may affect the operations of the Project by the Government.

ARTICLE 3 - Operation and Maintenance. The Government shall operate and maintain the Project and the User shall pay to the Government a share of the costs of such operation and maintenance as provided in Article 5c. The User shall be responsible for operation and maintenance of all installations and facilities, which it may construct for the diversion or withdrawal of water, and shall bear all costs of construction, operation and maintenance of such installations and facilities.

ARTICLE 4 - Measurement of Withdrawals and Releases. The User agrees to furnish and install, without cost to the Government, suitable meters or measuring devices satisfactory to the District Engineer for the measurement of water which is withdrawn from the Project by any means other than through the Project outlet works. The User shall furnish to the Government monthly statements of all such withdrawals. Prior to the construction of any facilities for withdrawal of water from the Project, the User will obtain the District Engineer's approval of the design, location and installation of the facilities including the meters or measuring devices. Such devices shall be available for inspection by Government representatives at all reasonable times. Releases from the water supply storage space through the Project outlet works shall be made in accordance with written schedules furnished by the User and approved by the District Engineer and shall be subject to Article 1c. The measure of all such releases shall be by means of a rating curve of the outlet works, or by such other suitable means as may be agreed upon prior to use of the water supply storage space.

ARTICLE 5 - Payments. In consideration of the right to utilize the aforesaid storage space in the Project for municipal and industrial water supply purposes, the User shall pay the following sums to the Government:

a. Project First Cost.

(1). The User shall repay to the Government in a lump sum payment the amounts stated below which, as shown in Exhibit B-III attached to and made a part of this agreement, constitute the entire actual amount of the Project first cost (which includes the construction cost of \$30,300, interest during construction of \$3,270, and interest accrued following the end of the 10-year interest free period date of June 25, 1992 in the amount of \$53,368) allocated to the water storage right acquired by the User under this agreement. This total Project first cost assigned to the User is \$86,938. The interest rate to be used for purposes of computing interest during construction and accrued interest will be the coupon rate as determined by the Secretary of the Treasury on the basis set forth in the Water Supply Act of 1958, Title III of PL 85-500. For the Project, construction of which was initiated in FY 1967 this interest rate is 3.225 percent.

b. Repair, Rehabilitation, and Replacement (RR&R) Costs. The User will be required to pay 6.85 percent of the cost of joint-use RR&R of Project features. Payment of these costs shall be made incrementally during construction or in lump sum (including interest during construction at the rate determined in accordance with Section 932 of the Water Resources Development Act of 1986, P.L. 99-662) upon completion of construction.

c. Annual Operation and Maintenance (O&M) Expense. The User will be required to pay 0.5 percent * 5.97 percent of the annual experienced joint-use O&M expense of the Project. Payments for O&M expense are due and payable in advance on the date for payment of Project first cost as set forth in Article 5a(2) and shall be based on O&M expense for the Project in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. Prepayment. The User shall have the right at any time to prepay the indebtedness under this Article, subject to redetermination of costs as provided for in Article 6, in whole or in part, with accrued interest thereon to the date of such prepayment.

e. Delinquent Payments. Any delinquent payment owed by the User shall be charged interest at the Current Value of Funds Rate as determined by the Secretary of the Treasury that is applicable on the date that the payment became delinquent, with such penalty charge and administrative fee as may be required by Federal law or regulation. This provision shall not be construed as giving the User a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of the Government, at law or in equity, which might result from any default by the User.

ARTICLE 6 - Adjustment to Project First Cost. The Project first cost shown in this agreement and in the exhibits is based on actual final construction costs of the Project. Any further investment costs accruing to the User's water storage right shall be repaid under repair, rehabilitation, and replacement (RR&R) costs if capitalized, or under operation and maintenance (O&M) expense if not capitalized.

ARTICLE 7 - Duration of Agreement. This agreement shall become effective when signed by the Secretary of the Army or his duly authorized representative and shall continue in full force and effect for the life of the Project.

ARTICLE 8 - Permanent Rights to Storage. Upon completion of payments by the User, as provided in Article 5a herein, the User shall have a permanent right, under the provisions of the Act of 16 October 1963 (Public Law 88-140, 43 U.S.C. 390e), to the use of the water supply storage space in the Project as provided in Article 1, subject to the following:

a. The User shall continue payment of annual operation and maintenance costs allocated to water supply.

b. The User shall bear the costs allocated to water supply of any necessary reconstruction, rehabilitation, or replacement of Project features which may be required to continue satisfactory operation of the Project. The District Engineer will establish such costs and repayment arrangements shall be in writing in accordance with the terms and conditions set forth in Article 5b for reconstruction, rehabilitation, and replacement costs, and be made a part of this agreement.

c. Upon completion of payments by the User as provided in Article 5a, the District Engineer shall redetermine the storage space for municipal and industrial water supply in accordance with the provisions of Article 1e. Such redetermination of reservoir storage capacity may be further adjusted from time to time as the result of sedimentation resurveys to reflect actual rates of sedimentation and the exhibit revised to show the revised storage space allocated to municipal and industrial water supply.

d. The permanent rights of the User under this agreement shall be continued so long as the Government continues to operate the Project. In the event the Government no longer operates the Project, such rights may be continued subject to the execution of a separate agreement or additional supplemental agreement providing for:

(1). Continued operation by the User of such part of the facility as is necessary for utilization of the water supply storage space allocated to it;

(2). Terms which will protect the public interest; and,

(3). Effective absolvment of the Government by the User from all liability in connection with such continued operation.

ARTICLE 9 - Release of Claims. The User shall hold and save the Government, including its officers, agents and employees harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the storage in the Project, or withdrawal or release of water from the Project, made or ordered by the User or as a result of the construction, operation, or maintenance of the water supply facilities and appurtenances thereto owned and operated by the User except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 10 - Transfers and Assignments.

a. The User shall not transfer or assign this agreement nor any rights acquired thereunder, nor suballot said water supply storage space or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army, or his duly authorized representative provided that, unless contrary to the public interest, this restriction shall not be construed to apply to any water that may be obtained from the water supply storage space by the User and furnished to any third party or parties, nor any method of allocation thereof.

b. Regarding approval of assignments, references to restriction of assignments shall not apply to any transfer or assignment to the United States Department of Agriculture, Rural Economic Community Development (RECD), formerly Farmers Home Administration, or its successor agency, or nominee, given in connection with the pledging of this water storage agreement as security for any loans or arising out of the foreclosure or liquidation of said loans. The User will notify the Corps in writing 15 days prior to applying for a RECD loan. A copy of the final loan instrument will be furnished to the Corps for their record.

ARTICLE 11 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 12 - Covenant Against Contingent Fees. The User warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the User for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this agreement without liability or in its discretion to add to the price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 13 - Environmental Quality. During any construction, operation, and maintenance by User of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State, and local laws and regulations concerning environmental pollution. Particular attention should be given to:

a. Reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters;

b. Reduction of water pollution by control of sanitary facilities, storage of fuels and other

contaminants, and control of turbidity and siltation from erosion;

- c. Minimization of noise levels;
- d. On-site and off-site disposal of waste and spoil; and,
- e. Prevention of landscape defacement and damage.

ARTICLE 14 - Federal and State Laws.

a. Compliance. In acting under its rights and obligations hereunder, the User agrees to comply with all applicable Federal and State laws and regulations, including but not limited to: 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.), the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)), and the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655).

b. Civil Rights Act. The User furnishes, as part of this agreement, an assurance (Exhibit C) that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241, 42 U.S.C. 2000d, et seq.) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 195 of Title 32, Code of Federal Regulations.

c. Regulatory Program. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the User's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State, and local laws and regulations.

d. Lobbying Activities. The User furnishes, as part of this agreement, a certification (Exhibit D and if applicable, Standard Form-LLL "Disclosure of Lobbying Activities") that it will comply with Title 31 U.S.C. Section 1352 of the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions (Public Law 101-121, October 23, 1989) and Federal Acquisition Regulation 52.203-12 issued pursuant thereto.

ARTICLE 15 - Definitions.

a. Originally authorized water storage. Municipal and industrial water supply storage which was included as a project purpose when the project was authorized.

b. Project first cost. The initial cost of the Project, including land acquisition, construction, and interest during construction on the value of land, labor, and materials used for planning and construction of the Project plus the accrued interest on these costs following the end of the 10-year interest free period.

c. Interest Payments.

(1). Interest during construction. An amount of interest, which accrues on expenditures for the establishment of Project services during the period between the actual outlay and the time the Project is first made available for water storage.

(2). Accrued interest. An amount of interest compounded following the end of the 10-year interest free period until payments begin to be made. If payments are made in "lump sum" following completion of construction, "accrued interest" will not be applicable.

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(3). Interest on the unpaid balance. When the Project is amortized, this is the interest on the unpaid balance (see Exhibit C). When payments are made in "lump sum," there is no amortization schedule and therefore, no "interest on the unpaid balance."

d. Joint-use costs. The costs of features used for any two or more Project purposes.

e. Plant-in-service date. This date is the date that the Project is physically available to initiate deliberate impoundment for water supply purposes.

f. Annual operation and maintenance (O&M) expense. Annual expenses funded under the O&M, General account. These expenses include the daily Project O&M costs as well as those O&M costs, which are not capitalized.

g. Repair, rehabilitation, and replacement (RR&R) costs. Costs funded in part under the Operation and Maintenance, General, or Construction, General accounts but not associated with initial Project first cost. Such expenditures are for costly, infrequent work and are intended to ensure continued satisfactory operation of the Project. For the purposes of this agreement the term "reconstruction" used in Article 8 "Permanent Rights to Storage" shall be included in this definition of repair, rehabilitation and replacement; repayment of those costs shall be the same as described in Article 5b.

h. Fiscal Year. Refers to the Government's fiscal year. This year begins on 1 October and ends on 30 September.

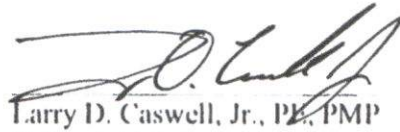
i. Life of the Project. This is the physical life of the Project.

j. District Engineer. Refers to the District Engineer of the Portland District of the United States Army Corps of Engineers, or his/her successor or designee.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY

Sunstone Water, LLC



Larry D. Caswell, Jr., PE, PMP
Colonel, U.S. Army
District Commander



Silas Olson
Sunstone General Manager

DATE: 03 July 2024

DATE: 05/08/2024

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EXHIBIT A: CERTIFICATION

I Melissa McGoogan, Attorney for the Sunstone Water, LLC,
have reviewed the foregoing agreement executed by Silas Olson, and
as principal legal officer of/for the Sunstone Water, LLC certify
that Sunstone Water, LLC is legally and financially capable of
entering into the contractual obligations contained in the foregoing agreement and that, upon
acceptance by the Department of the Army, it will be legally enforceable.

Given under my hand, this 8th day of May 2024



Melissa McGoogan

Attorney for Sunstone Water LLC

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EXHIBIT B: COST COMPUTATIONS
I - LAKE STORAGE

Feature	Elevation (ft, msl)	Usable Storage (ac-ft) ¹	Percent of	
			Usable Conservation Storage ²	Water Supply Storage ³
Total Usable Storage	1872-1751	325,000		
Seasonal Flood Control Storage	1872-1812	180,000		
Seasonal Conservation Storage	1872-1812	180,000		
Carryover Storage (for conservation uses)	1812-1751	135,000		
Seasonal Conservation Storage	1872-1812	180,000		
Fishery Release		125,000	69	
Irrigation		35,000	19	
Water Supply		10,000	6	
City of Phoenix, 1982		400	0.222	4.00
City of Phoenix, 1991		600	0.333	6.00
City of Jacksonville, 1996		400	0.222	4.00
City of Shady Cove, 1998		3	0.002	0.03
City of Ashland, 2002		1,001	0.556	10.01
City of Talent, 2002		1,292	0.718	12.92
City of Shady Cove, 2002; transferred to Angler's Cove/Shady Cove Heights Water Company, 2008		12		0.12
Shady Cove Waterworks, LLC, 2006		100	0.007	1.00
Rogue Aggregates, 2008		5	0.056	0.05
Angler's Cove/Shady Cove Heights Water Company, 2008		5	0.003	0.05
Crowfoot Road Water Improvement District, 2008		5	0.003	0.05
Shady Cove Water District, 2009		3	0.003	0.03
Finley Bend Water Company, 2011		3	0.002	0.03
Freel and Associates, LLC, 2012		1	0.017	0.30
City of Jacksonville, 2015		1	0.001	0.01
Sunstone Water, LLC 2024		200	0.111	2.00
Unallocated Joint-Use		50	0.028	0.50
		10,000	6	
Inactive	1751-1640	122,250		
	below			
Dead	1640	21,000		
Sedimentation (100 year)		13,500		
TOTAL PROJECT STORAGE		465,000		

Notes

- 1 Storage remaining after 100 years of sedimentation from the date the project is operational. It is estimated that 135 acre-feet of sedimentation will occur annually. Half (67.5 acre-feet) in the area of inactive storage space annually.
- 2 This percent is used to compute the Users storage space (see Article 1b(1)).
- 3 This percent is used to compute the Users cost (see Exhibit B-III and B-IV).

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EXHIBIT B: (Continued)

II - ALLOCATION OF ACTUAL CONSTRUCTION COST

Feature	Cost (\$000)		Percent of Project Joint-Use Construction Cost
	Total	Sub	
Flood Control	\$44,407		
Specific		\$26	
Joint-use		\$44,381	53%
Recreation	\$11,420		
Specific		\$10,142	
Joint-use		\$1,278	2%
Water Supply	\$6,060		
Specific		\$	
Joint-use		\$6,060	7%
Irrigation	\$7,007		
Specific		\$	
Joint-use		\$7,007	8%
Power	\$37,925		
Specific		\$19,255	
Joint-use		\$18,670	22%
Fish & Wildlife	\$10,824		
Specific		\$3,962	8%
Joint-use		\$6,862	
Total	\$		100.00

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EXHIBIT B: (Continued)

III – PROJECT FIRST COST TO BE REPAID BY USER FOR WATER SUPPLY STORAGE

Computation	Cost
Joint-use construction cost for 50 acre-feet of water supply storage (0.5% x \$6,060,000)	\$30,300
Interest during construction on the joint-use construction cost (0.5% x \$ 645,000)	\$3,270
Cost of specific water supply facilities N/A	N/A
Interest during construction on the specific cost N/A	N/A
Subtotal (Investment Cost)	\$33,570
Interest compounded annually at 3.225% from (June 25, 1992), end of the 10- year interest-free period, to date of this agreement (estimated August 1, 2023)	\$53,368
TOTAL PROJECT FIRST COST	\$86,938

IV- TOTAL ANNUAL COST TO USER FOR WATER SUPPLY STORAGE

Item	Type of Use	Computation	Cost
Interest and amortization	Total project first cost (from Exhibit B-III)	\$ _____ x _____ factor based on _____ payments, of which _____ are at interest rate of _____ %.	N/A
Operation & Maintenance 1/	Joint-use estimated on average of past 5 years	0.5% x 5.97% 2/ x \$4,511,123	\$1,347
	Specific water supply facilities - N/A	100% x \$ _____	N/A
Subtotal Annual Cost			\$1,347
Repair, rehabilitation and replacement 4/	Joint-use estimated on average of past 5 years	0.5% x 6.85% x 3/ x \$0	\$0
	Specific water supply facilities - N/A	100% x \$ _____	N/A
TOTAL			\$1,347

Notes:

- 1/ Payment due and payable on the date specified in Article 5(a)(2).
- 2/ Percent of Project joint-use operation and maintenance cost allocated to water supply.
- 3/ Percent of Project joint-use repair, rehabilitation and replacement cost allocated to water supply.
- 4/ Repair, rehabilitation, and replacement costs are payable only when incurred as specified in Article 5(b).

EXHIBIT C: ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE AGE DISCRIMINATION ACT OF 1975; AND THE REHABILITATION ACT OF 1973, AS AMENDED

The party executing this assurance, being the applicant recipient of Federal financial assistance under the instrument to which this assurance is attached; HEREBY AGREES THAT, as a part of its obligations under the aforesaid instrument, it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195), issued as Department of Defense Directive 5500.11, pursuant to that title; The Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that in accordance with the aforementioned Title, Directive and Acts, no person in the United States shall on the ground of race, color, age, sex, religion, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any personal property or real property, or interest therein, or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant-recipient by the Department of the Army, or if such assistance is in the form of personal property or real property, or interest therein or structure thereon, then this assurance shall obligate the applicant-recipient or in the case of any transfer of such property, any transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for the period during which it retains ownership or possession of the property whichever is longer. In all other cases, this assurance shall obligate the applicant-recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army. The Department of the Army representatives will be allowed to visit the recipient's facilities. They will inspect the facilities to ensure that there are no barriers to impede the handicap's accessibility in either programs or activities.

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THIS ASSURANCE is given 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 applicant-recipient by the Department of the Army, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The applicant-recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant-recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the applicant.

Date 05/08/2024



Silas Olson, Sunstone Water, LLC

Title: General Manager
Sunstone Water, LLC
250 SW Taylor Street
Portland, OR 97204

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MAR 31 2026
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EXHIBIT D: CERTIFICATION REGARDING LOBBYING

Lost Creek Lake
Sunstone Water, LLC

1. The undersigned certifies, to the best of their knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the water supply agreement for the Sunstone Water, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. This form is available at <http://contacts.gsa.gov/webforms.nsf>

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY 

Silas Olson, General Manager, Sunstone Water, LLC

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Sunstone Water LLC

341W09	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W09	300	RR-5	U	Residential	341W10BC	100	R1-20	U	Residential
341W09DA	100	R1-20	U	Residential	341W10BC	101	R1-20	U	Residential
341W09DA	101	R1-20	U	Residential	341W10BC	200	R1-20	U	Residential
341W09DA	102	R1-20	U	Residential	341W10BC	300	R1-20	U	Residential
341W09DA	200	R1-20	U	Residential	341W10BC	400	R1-20	U	Residential
341W09DA	300	R1-20	U	Residential	341W10BC	500	R1-20	U	Residential
341W09DA	301	R1-20	U	Residential	341W10BC	600	R1-20	U	Residential
341W09DA	400	R1-20	U	Residential	341W10BC	700	R1-20	U	Residential
341W09DA	500	R1-20	U	Residential	341W10BC	900	R1-20	U	Residential
341W09DA	501	R1-20	U	Residential	341W10BC	1000	R1-20	U	Residential
341W09DA	502	R1-20	U	Residential	341W10BC	1100	R1-20	U	Residential
341W09DA	503	R1-20	U	Residential	341W10BC	1200	R1-20	U	Residential
341W09DA	504	R1-20	U	Residential	341W10BC	1201	R1-20	U	Residential
341W09DA	505	R1-20	U	Residential	341W10BC	1202	R1-20	U	Residential
341W09DA	506	R1-20	U	Residential	341W10BC	1300	R1-20	U	Residential
341W09DA	700	R1-20	U	Residential	341W10BC	1301	R1-20	U	Residential
341W09DA	701	R1-20	U	Residential	341W10BC	1302	R1-20	U	Residential
341W09DA	702	R1-20	C,U	Residential	341W10BC	1304	R1-20	U	Residential
341W09DA	703	R1-20	U	Residential	341W10BC	1305	R1-20	U	Residential
341W09DA	704	R1-20	U	Residential	341W10BC	1306	R1-20	U	Residential
341W09DA	705	R1-20	C,U	Residential	341W10BC	1307	R1-20	U	Residential
341W09DA	706	R1-20	C,U	Residential	341W10BC	1309	R1-20	U	Residential
341W09DA	707	R1-20	U	Residential	341W10BC	1310	R1-20	U	Residential
341W09DA	800	R1-20	U	Residential	341W10BC	1400	R1-20	U	Residential
341W09DA	900	R1-20	U	Residential	341W10BC	1500	R1-20	U	Residential
341W09DA	1000	R1-20	C,U	Residential	341W10BC	1501	R1-20	U	Residential
341W09DA	1100	R1-20	U	Residential	341W10BC	1600	R1-20	U	Residential
341W09DA	1101	R1-20	U	Residential	341W10BC	1603	R1-20	U	Residential
341W09DA	1200	R1-10	U	Residential	341W10BC	1605	R1-20	U	Residential
					341W10BC	1606	R1-20	U	Residential
					341W10BC	1700	R1-20	U	Residential
					341W10BC	1701	R1-20	U	Residential
					341W10BC	1702	R1-20	U	Residential
					341W10BC	1703	R1-20	U	Residential
					341W10BC	1704	R1-20	U	Residential
					341W10BC	1705	R1-20	U	Residential
					341W10BC	1706	R1-20	U	Residential
					341W10BC	1707	R1-20	U	Residential
					341W10BC	1708	R1-20	U	Residential

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Sunstone Water LLC

341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W10CA	1000	R1-10	U	Residential	341W10CB	1100	R1-20	U	Residential
341W10CA	1100	R1-10	U	Residential	341W10CB	1200	R1-20	U	Residential
341W10CA	1101	R1-10	U	Residential	341W10CB	1300	R1-20	U	Residential
341W10CA	1200	R1-10	U	Residential	341W10CB	1400	R1-10	U	Residential
341W10CA	1300	R1-10	U	Residential	341W10CB	1500	R1-10	U	Residential
341W10CA	1301	R1-10	U	Residential	341W10CB	1600	R1-10	U	Residential
341W10CA	1400	R1-10	U	Residential	341W10CB	1700	R1-10	U	Residential
341W10CA	1401	R1-10	U	Residential	341W10CB	1800	R1-10	U	Residential
341W10CA	1500	R1-10	U	Residential	341W10CB	1900	R1-10	U	Residential
341W10CA	1501	R1-10	U	Residential	341W10CB	2000	R1-10	U	Residential
341W10CA	1600	R1-10	U	Residential	341W10CB	2100	R1-10	U	Residential
341W10CA	1700	R1-10	U	Residential	341W10CB	2200	R1-10	U	Residential
341W10CA	1800	R1-10	U	Residential	341W10CB	2300	R1-10	C,U	Residential
341W10CA	1900	R1-10	U	Residential	341W10CB	2400	R1-10	C,U	Residential
341W10CA	2000	R1-10	U	Residential	341W10CB	2500	R1-10	U	Residential
341W10CA	2100	R1-10	U	Residential	341W10CB	2600	R1-10	U	Residential
341W10CA	3200	R1-10	U	Residential	341W10CB	2700	R1-10	U	Residential
341W10CA	3300	R1-10	U	Residential	341W10CB	2800	R1-10	C,U	Residential
341W10CA	3400	R1-10	U	Residential	341W10CB	2900	R1-10	C,U	Residential
341W10CA	3500	R1-10	U	Residential	341W10CB	2901	R1-10	C,U	Residential
341W10CA	3600	R1-10	U	Residential	341W10CB	3000	R1-10	C,U	Residential
341W10CA	3700	R2	U	Residential	341W10CB	3100	R1-10	C,U	Residential
341W10CA	3800	R2	U	Residential	341W10CB	3200	R1-20	C,U	Residential
341W10CA	3900	R2	U	Residential	341W10CB	3300	R1-20	U	Residential
341W10CA	3901	R2	U	Residential	341W10CB	3400	R1-20	U	Residential
341W10CA	4000	R2	U	Residential	341W10CB	3500	R1-20	U	Residential
341W10CA	5600	R3	U	Residential	341W10CB	3700	R1-20	C,U	Residential
341W10CA	5601	R3	U	Residential	341W10CB	3800	R1-20	C,U	Residential
341W10CA	5700	R3	U	Residential	341W10CB	3900	R1-20	U	Residential
341W10CA	5800	R3	U	Residential	341W10CB	4000	R1-20	U	Residential
341W10CA	5900	GC	U	Commercial	341W10CB	4100	R1-20	U	Residential
341W10CA	6000	GC	U	Commercial	341W10CB	4200	R1-20	U	Residential
341W10CA	6100	GC	C,U	Commercial	341W10CB	4300	R1-20	C,U	Residential
341W10CA	6200	GC	C,U	Commercial	341W10CB	4301	R1-20	C,U	Residential
341W10CA	6300	GC	U	Commercial	341W10CB	4400	R1-20	U	Residential
341W10CB	100	R1-20	U	Residential					
341W10CB	101	R1-20	U	Residential					
341W10CB	200	R1-20	U	Residential					
341W10CB	300	R1-20	U	Residential					
341W10CB	400	R1-20	U	Residential					
341W10CB	401	R1-20	U	Residential					
341W10CB	500	R1-20	U	Residential					
341W10CB	600	R1-20	U	Residential					
341W10CB	700	R1-20	U	Residential					
341W10CB	701	R1-20	U	Residential					
341W10CB	800	R1-20	U	Residential					
341W10CB	900	R1-20	U	Residential					
341W10CB	1000	R1-20	U	Residential					

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Sunstone Water LLC

341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W10CB	4500	R1-20	U	Residential	341W10CC	2209	R1-10	U	Residential
341W10CB	4600	R1-20	C,U	Residential	341W10CC	2210	R1-10	U	Residential
341W10CB	4700	R1-20	C,U	Residential	341W10CC	2211	R1-10	U	Residential
341W10CB	4800	R1-20	U	Residential	341W10CC	2212	R1-10	U	Residential
341W10CB	4900	R1-20	U	Residential	341W10CC	2300	R1-20	C,U	Residential
341W10CB	5000	R1-20	C,U	Residential	341W10CC	2304	R1-20	U	Residential
341W10CB	5100	R1-20	C,U	Residential	341W10CC	2400	R2	U	Residential
341W10CB	5200	R1-20	U	Residential	341W10CC	2401	R2	C,U	Residential
341W10CB	5300	R1-20	U	Residential	341W10CC	2402	R2	U	Residential
341W10CB	5400	R1-20	C,U	Residential	341W10CC	2403	R2	U	Residential
341W10CB	5500	R1-20	C,U	Residential	341W10CC	2404	R2	U	Residential
341W10CB	5501	R1-20	U	Residential	341W10CC	2405	R2	U	Residential
341W10CB	5502	R1-20	U	Residential	341W10CC	2406	R2	C,U	Residential
341W10CB	5600	R1-20	U	Residential	341W10CC	2407	R2	C,U	Residential
341W10CB	5601	R1-20	U	Residential	341W10CC	2408	R2	C,U	Residential
341W10CB	5602	R1-20	U	Residential	341W10CC	2409	R2	C,U	Residential
341W10CB	5700	R1-20	C,U	Residential	341W10CC	2500	R2	U	Residential
341W10CC	100	R1-10	U	Residential	341W10CC	2600	R2	U	Residential
341W10CC	200	R1-10	U	Residential	341W10CC	2802	R2	U	Residential
341W10CC	300	R1-10	U	Residential	341W10CC	2804	R2	U	Residential
341W10CC	400	R1-10	U	Residential	341W10CC	2900	R2	U	Residential
341W10CC	500	R1-10	U	Residential	341W10CC	2901	R2	U	Residential
341W10CC	600	R1-10	U	Residential	341W10CC	3000	R2	U	Residential
341W10CC	700	R1-10	C,U	Residential	341W10CC	3001	R2	U	Residential
341W10CC	800	R1-10	U	Residential	341W10CC	3100	R2	U	Residential
341W10CC	900	R1-10	U	Residential	341W10CC	3300	R2	U	Residential
341W10CC	1000	R1-10	U	Residential	341W10CC	3301	R2	U	Residential
341W10CC	1100	R1-10	U	Residential	341W10CC	3302	R2	U	Residential
341W10CC	1200	R1-10	U	Residential	341W10CC	3303	R2	U	Residential
341W10CC	1300	R1-10	U	Residential	341W10CC	3304	R2	U	Residential
341W10CC	1400	R1-10	U	Residential	341W10CC	3305	R2	U	Residential
341W10CC	1500	R1-10	U	Residential	341W10CC	3306	R2	U	Residential
341W10CC	1600	R1-10	U	Residential	341W10CC	3308	R2	U	Residential
341W10CC	1700	R1-10	U	Residential	341W10CC	3310	R2	U	Residential
341W10CC	1800	R1-10	U	Residential	341W10CC	3400	R2	U	Residential
341W10CC	1900	R1-10	U	Residential	341W10CC	3401	R2	U	Residential
341W10CC	2000	R1-10	U	Residential	341W10CC	3500	R2	U	Residential
341W10CC	2100	R1-10	U	Residential					
341W10CC	2200	R1-10	U	Residential					
341W10CC	2201	R1-10	U	Residential					
341W10CC	2202	R1-10	U	Residential					
341W10CC	2203	R1-10	U	Residential					
341W10CC	2204	R1-10	U	Residential					
341W10CC	2205	R1-10	U	Residential					
341W10CC	2206	R1-10	U	Residential					
341W10CC	2207	R1-10	U	Residential					
341W10CC	2208	R1-10	U	Residential					

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Sunstone Water LLC

341W10	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W15	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W10CD	100	R3	U	Residential	341W15	1103	Park/Open	U	Public
341W10CD	200	R3	U	Residential	341W15	1127	R3	U	Residential
341W10CD	300	R3	U	Residential	341W15BA	4001	GC	U	Commercial
341W10CD	400	R3	U	Residential	341W15BA	4500	GC	U	Commercial
341W10CD	500	R3	U	Residential	341W15BA	4800	GC	C,U	Commercial
341W10CD	600	R3	U	Residential	341W15BA	4801	GC	C,U	Commercial
341W10CD	700	R3	U	Residential	341W15BA	4900	GC	U	Commercial
341W10CD	701	R3	U	Residential	341W15BA	5000	R2	U	Residential
341W10CD	702	R3	U	Residential	341W15BA	5400	R2	U	Residential
341W10CD	800	R3	U	Residential	341W15BA	5401	R2	U	Residential
341W10CD	900	R3	U	Residential	341W15BA	5500	R2	U	Residential
341W10CD	1000	R3	U	Residential	341W15BB	100	R2	U	Residential
341W10CD	1002	R3	U	Residential	341W15BB	101	R2	U	Residential
341W10CD	1100	R2	U	Residential	341W15BB	400	R2	U	Residential
341W10CD	1200	R2	U	Residential	341W15BB	500	R2	U	Residential
341W10CD	1201	R2	U	Residential	341W15BB	501	R2	U	Residential
341W10CD	1300	R2	U	Residential	341W15BB	600	R2	U	Residential
341W10CD	1400	R2	U	Residential	341W15BB	601	R2	U	Residential
341W10CD	1500	R2	C,U	Residential	341W15BB	603	R2	U	Residential
341W10CD	1501	R2	C,U	Residential	341W15BB	700	R2	U	Residential
341W10CD	1502	R2	C,U	Residential	341W15BB	800	R2	U	Residential
341W10CD	1503	R2	C,U	Residential	341W15BB	802	R2	U	Residential
341W10CD	1504	R2	C,U	Residential	341W15BB	803	R2	U	Residential
341W10CD	1505	R2	C,U	Residential	341W15BB	1402	R2	U	Residential
341W10CD	1600	Park/Open	C,U	Public	341W15BB	1500	R2	U	Residential
341W10CD	1700	Park/Open	U	Public	341W15BB	5700	R1-20	U	Residential
341W10CD	1900	GC	U	Commercial	341W15BC	100	GC	U	Commercial
341W10CD	2000	Park/Open	U	Public	341W15BC	200	GC	U	Commercial
341W10CD	2100	Park/Open	U	Public	341W15BC	300	GC	U	Commercial
341W10CD	2200	R2	C,U	Residential	341W15BC	301	R3	U	Residential
341W10CD	2201	R2	C,U	Residential	341W15BC	400	R3	U	Residential
341W10CD	2203	R2	U	Residential	341W15BC	600	R3	U	Residential
341W10CD	2204	R2	C,U	Residential	341W15BC	900	R1-6	U	Residential
341W10CD	2300	R2	U	Residential	341W15BC	1000	R1-6	U	Residential
341W10CD	2400	R2	U	Residential	341W15BC	1100	R1-6	U	Residential
341W10CD	2500	R2	U	Residential	341W15BC	1201	R1-6	U	Residential
341W10CD	3200	R1-10	U	Residential	341W15BC	1205	R1-6	U	Residential
341W10CD	3300	R1-10	U	Residential	341W15BC	1300	R1-6	C,U	Residential
341W10CD	3400	R1-10	U	Residential	341W15BC	1301	R1-6	C,U	Residential
341W10CD	3500	R1-10	U	Residential	341W15BC	1400	R1-6	C,U	Residential
					341W15BC	1500	R3	U	Residential
					341W15BC	1600	GC	C,U	Commercial
					341W15BC	1601	GC	U	Commercial
					341W15BC	1700	GC	U	Commercial
					341W15BC	1800	GC	C,U	Commercial

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Sunstone Water LLC

341W15	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W15	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W15BC	1801	GC	C,U	Commercial	341W15BD	500	GC	C,U	Commercial
341W15BC	1900	GC	U	Commercial	341W15BD	600	GC	U	Commercial
341W15BC	2100	GC	U	Commercial	341W15BD	700	GC	U	Commercial
341W15BC	2200	GC	U	Commercial	341W15BD	800	GC	U	Commercial
341W15BC	2300	GC	U	Commercial	341W15BD	900	GC	C,U	Commercial
341W15BC	2500	GC	U	Commercial	341W15BD	901	GC	U	Commercial
341W15BC	2600	GC	U	Commercial	341W15BD	1000	GC	U	Commercial
341W15BC	2700	GC	U	Commercial	341W15BD	1100	GC	U	Commercial
341W15BC	2800	GC	U	Commercial	341W15BD	1301	GC	U	Commercial
341W15BC	2900	GC	U	Commercial	341W15CA	4001	R1-20	U	Residential
341W15BC	3000	Park/Open	U	Public	341W15CA	4100	GC	U	Commercial
341W15BC	3100	R1-6	U	Residential	341W15CB	100	Park/Open	U	Public
341W15BC	3200	R1-10	U	Residential	341W15CB	101	GC	C,U	Commercial
341W15BC	3201	R1-10	U	Residential	341W15CB	200	Park/Open	U	Public
341W15BC	3202	R1-10	U	Residential	341W15CB	300	Park/Open	U	Public
341W15BC	3203	R1-10	U	Residential	341W15CB	400	Park/Open	U	Public
341W15BC	3205	R1-10	U	Residential	341W15CB	401	R1-40	U	Residential
341W15BC	3206	R1-10	U	Residential	341W15CB	500	R1-40	U	Residential
341W15BC	3207	R1-10	U	Residential	341W15CB	708	R1-20	U	Residential
341W15BC	3208	R1-10	U	Residential	341W15CB	900	GC	U	Commercial
341W15BC	3209	R1-10	U	Residential	341W15CB	1001	GC	U	Commercial
341W15BC	3210	R1-10	U	Residential	341W15CB	1004	GC	U	Commercial
341W15BC	3211	R1-10	U	Residential	341W15CB	1200	Park/Open	U	Public
341W15BC	3212	R1-10	U	Residential	341W15CC	100	GC	U	Commercial
341W15BC	3213	R1-10	U	Residential	341W15CC	5600	R3	U	Residential
341W15BC	3214	R1-10	U	Residential	341W15CC	5700	GC	C,U	Commercial
341W15BC	3215	R1-10	U	Residential	341W15CC	5800	GC	C,U	Commercial
341W15BC	3216	R1-10	U	Residential	341W15CC	6300	Park/Open	U	Public
341W15BC	3217	R1-10	U	Residential	341W15CC	6500	R3	U	Residential
341W15BC	3218	R1-10	U	Residential	341W15CC	6501	R3	U	Residential
341W15BC	3219	R1-10	U	Residential	341W15CC	6600	R3	U	Residential
341W15BC	3220	R1-10	U	Residential	341W15CC	6700	R3	U	Residential
341W15BC	3221	R1-10	U	Residential	341W15CC	6800	R3	U	Residential
341W15BC	3222	R1-10	U	Residential	341W15CC	6900	R3	C,U	Residential
341W15BC	3223	R1-10	U	Residential	341W15CC	7000	R3	U	Residential
341W15BC	3224	R1-10	U	Residential	341W15CC	7100	R3	U	Residential
341W15BC	3225	R1-10	U	Residential	341W15CC	7101	R3	U	Residential
341W15BC	3226	R1-10	U	Residential					
341W15BC	3227	R1-10	U	Residential					
341W15BC	3228	R1-10	U	Residential					
341W15BC	3229	R1-10	U	Residential					
341W15BC	3230	R1-10	U	Residential					
341W15BC	3231	R1-10	U	Residential					
341W15BC	3232	R1-10	U	Residential					
341W15BC	3233	R1-10	U	Residential					
341W15BC	3234	R1-10	U	Residential					
341W15BC	3235	R1-10	U	Residential					

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Sunstone Water LLC

341W16	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use	341W16	TL	Zoning	Water to be: Diverted (D), Coveyed (C), Used (U)	Land Use
341W16	100	OSR	C,U	Open	341W16CD	700	R1-20	U	Residential
341W16	101	OSR	U	Open	341W16CD	800	R1-20	U	Residential
341W16	200	OSR	C,U	Residential	341W16CD	900	R1-20	U	Residential
341W16	201	OSR	C,U	Open	341W16CD	1000	R1-20	U	Residential
341W16	204	OSR	C,U	Residential	341W16CD	1100	R1-20	U	Residential
341W16	205	OSR	C,U	Open	341W16CD	1200	R1-20	U	Residential
341W16	300	OSR	C,U	Open	341W16CD	1300	R1-20	U	Residential
341W16	400	OSR	U	Residential	341W16CD	1400	R1-20	U	Residential
341W16	500	RR5	C,U	Residential	341W16CD	1500	R1-20	U	Residential
341W16	501	RR5	U	Residential	341W16CD	1600	R1-20	U	Residential
341W16	601	OSR	U	Residential	341W16CD	1700	R1-20	U	Residential
341W16	604	EFU	U	Residential	341W16CD	1800	R1-20	U	Residential
341W16	605	OSR	U	Residential	341W16CD	1900	R1-20	U	Residential
341W16	607	OSR	U	Residential	341W16CD	2000	R1-20	U	Residential
341W16	2000	OSR	C,U	Residential	341W16CD	2100	R1-20	U	Residential
341W16CA	100	R1-20	C,U	Residential	341W16CD	2200	R1-20	U	Residential
341W16CA	200	R1-20	C,U	Residential	341W16CD	2300	R1-20	U	Residential
341W16CA	300	R1-20	U	Residential	341W16CD	2400	R1-20	U	Residential
341W16CA	400	R1-20	U	Residential	341W16CD	2500	R1-20	U	Residential
341W16CA	1401	Airport	U	Residential	341W16DA	100	R1-20	U	Residential
341W16CA	1402	Airport	U	Residential	341W16DA	101	R1-20	U	Residential
341W16CA	1403	Airport	U	Residential	341W16DA	102	R1-20	U	Residential
341W16CA	1408	R1-10	U	Residential	341W16DA	103	R1-20	U	Residential
341W16CA	1409	R1-10	U	Residential	341W16DA	104	R1-20	U	Residential
341W16CA	1500	R1-10	U	Residential	341W16DA	200	R1-20	U	Residential
341W16CA	1700	R1-10	U	Residential	341W16DA	202	R1-20	U	Residential
341W16CA	1800	Airport	U	Residential	341W16DA	300	R1-20	C,U	Residential
341W16CA	1801	Airport	U	Residential	341W16DA	400	R1-20	C,U	Residential
341W16CA	1900	R1-20	U	Residential	341W16DA	401	R1-20	C,U	Residential
341W16CD	100	R1-20	U	Residential	341W16DA	1700	R1-40	U	Residential
341W16CD	101	R1-20	U	Residential	341W16DA	1701	R1-40	D,C,U	Residential
341W16CD	102	R1-20	U	Residential	341W16DA	1702	R1-40	U	Residential
341W16CD	103	R1-20	C,U	Residential	341W16DA	1703	R1-40	U	Residential
341W16CD	104	R1-20	C,U	Residential	341W16DA	1800	R1-40	U	Residential
341W16CD	105	R1-20	U	Residential	341W16DA	1801	R1-40	U	Residential
341W16CD	106	R1-20	U	Residential	341W16DA	1900	R1-40	U	Residential
341W16CD	107	R1-20	U	Residential	341W16DA	1901	R1-40	U	Residential
341W16CD	108	R1-20	U	Residential	341W16DB	100	R1-20	U	Residential
341W16CD	109	R1-20	U	Residential	341W16DC	1606	R1-20	U	Residential
341W16CD	110	R1-20	U	Residential					
341W16CD	111	R1-20	U	Residential					
341W16CD	112	R1-20	U	Residential					
341W16CD	113	R1-20	U	Residential					
341W16CD	114	R1-20	U	Residential					
341W16CD	115	R1-20	U	Residential					
341W16CD	116	R1-20	U	Residential					
341W16CD	117	R1-20	U	Residential					
341W16CD	200	Airport	C,U	Airport					
341W16CD	300	R1-20	U	Residential					

Received by OWRD

MAR 31 2026

Salem, OR

OREGON



WATER RESOURCES
DEPARTMENT

Received by OWRD

MAR 31 2026

Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Sunstone Water LLC

250 SW Taylor St Portland OR 97204

Transaction Type: Surface Water

Fees Received: \$ 3133.00

Cash

Check:

Check No. 1308

Name(s) on Check: Same as above

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,

OWRD Customer Service Staff

Submission received by: Corie Lornien

(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.