

422 Thunderegg BLVD Nyssa, OR 97913

(541)372-3540

January 10, 2024

Brian McKinney

To Whom It May Concern,

The property located at MapTaxlot: 18S46E28 Taxlot: 300 QQ: SWNW has water rights within the Owyhee Irrigation District. The portion of the property indicated on the attached map does not currently nor has it historically had water rights on that location of the property.

If you need further information or have questions regarding the water rights location for this property, please contact us at the information below.

Thank you

A handwritten signature in black ink, appearing to read "C. Taylor", is written over the letter.

Owyhee Irrigation District

PH: (541) 372-3540

Email: Office@owyheeirrigation.org

422 Thunderegg Blvd

Nyssa, OR 97913

Office Hours: M-F 7am – 3:30pm

EXHIBIT #

3

Tatiana Burgess

From: Katie <katie@owyheeirrigation.org>
Sent: Tuesday, February 13, 2024 8:05 AM
To: Tatiana Burgess
Subject: RE: Water rights map

Hi Tatiana,

Below is the information for the properties you requested.

1. 3780 Arabian Dr. Ontario, OR – 49 Irrigable Acres
2. 1032 Morgan Ave. Ontario, OR – 10 Irrigable Acres

Thank you,

Katie Wortman
Owyhee Irrigation District
422 Thunderegg Blvd.
Nyssa, OR 97913
Phone: (541) 372-3540
Fax: (541) 372-2437



Office Hours: Monday – Friday 7:00 AM – 3:30 PM MST
Closed at noon for lunch

From: Tatiana Burgess <Tatiana.Burgess@malheurco.org>
Sent: Tuesday, February 13, 2024 8:00 AM
To: Katie <katie@owyheeirrigation.org>
Subject: RE: Water rights map

Hi Katie!

I am working on a few applications for Brian McKinney. He has provided us with water rights maps for 2 of his properties, but I wanted to check with you what are the actual irrigable acres for each.

Here are the properties information:

1. 3780 Arabian Dr, Ontario, OR – tax lot 300 on map 18S46E28
2. 1032 Morgan Ave, Ontario, OR – tax lot 1000 on map 18S46E29

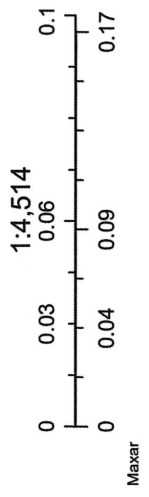
Thank you so much!

Country View Gold Course 2024 Water Transfer Request



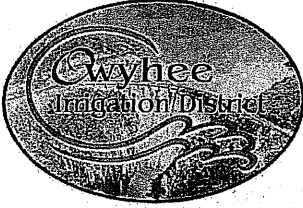
1/18/2024, 2:25:29 PM

- | | | | |
|--------------|------------|----------------------------|-----------|
| Areas | Override 1 | Place of Use (Certificate) | Exist POU |
| | Override 2 | 75691 | Taxlots |
| | | All Other Certificates | |



For reference purposes only. This map is not for

Water Rights Transfer Agreement



422 Thunderegg Blvd Nyssa, OR 97913
(541)372-3540

This agreement made on 1-18-2024, between Owyhee Irrigation District, herein after referred to as "District", and Brian McKinney of Country View Golf, herein after referred to as "water user". The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The water user has requested a Water Rights Transfer to include the details below, to be included in 2024 (year) transfer packet submitted to OWRD for consideration/approval.

Attachments: Number of attachments 1

(Include a map detailing current water right placement along with proposed water transfer)

Water Right Details:

- a. OID Account # 1449
- b. Parcel #/s: 43700
- c. Owner Name: _____
- d. Property Address: _____
- e. Billing address if different than above: _____
- f. Map Location: TS: 18 Rng: 546 Sec: _____ QQ/s: _____
- Taxlot: 300
- g. Certificate #: _____
- h. Supplemental Certificate #: _____

2. The total cost of the transfer will be determined by the cost of application divided by all water users included in the application packet. You will be notified when the application is accepted the total transfer cost & remaining balance/credit due.
3. The water user agrees to pay the charges determined by the district at the completion of the application.
4. A \$650.00 deposit is required upon the execution of this agreement. The balance is payable at the time a statement is rendered by the District upon the completion of the application.
5. The balance will be added to the water user's account at the conclusion of the application, water will not be delivered until the balance/account is paid in full.
6. If payment is not made as agreed, buyer promises and agrees to pay to the District reasonable attorney fees and collection costs, even though no suit or action is filed. In case suit or action is instituted on this contract, or to enforce any of the terms and conditions hereof, then and in such event the prevailing party shall be entitled to receive, in addition to the usual costs and disbursements, such sums as the Court may adjudge reasonable as attorney fees in said suit or action.