

# Water Rights Transfer Agreement



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

This agreement made on 09/18/2024, between Owyhee Irrigation District, herein after referred to as "District" and Fry Foods of \_\_\_\_\_, 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 2

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

#### Water Right Details:

- a. OID Account # 1815
- b. Parcel #/s: 67500
- c. Owner Name: Fry Foods
- d. Property Address: 602 Stanton Blvd, Ontario, OR 97914
- e. Billing address if different than above: \_\_\_\_\_
- f. Map Location: TS: 17 Rng: 46 Sec: 13 QQ/s: SE1/4NW1/4, SW1/4NE1/4  
Taxlot: 3300
- g. Certificate #: 75691
- 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.

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

Owyhee Irrigation District

Ken Dippman, Controller  
Signature of buyer

[Signature]  
Signature of Project Manager

Buyer Contact Information:

Name: Ken Dippman

Phone: (419) 435-8383

Email: kdippman@aol.com

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### Office Personnel Use Only

DINN # \_\_\_\_\_

Deposit Received Through Storm:  Yes  No

Final Invoice Entered on Storm:  Yes  No

Total Application Costs:

Total \$ \_\_\_\_\_

Minus Deposit (\$650)

**Total Balance** \$ \_\_\_\_\_