

February 26, 2022 State Water Resources Control Board 1001 | Street Sacramento, CA 95814

Re: 2022 Cooperative Solution – Crystal Creek Ranch and Family Leased Ground

To the State Water Board:

As authorized by 23 CCR §§ 875-875.9, Jesse McNames is providing this letter to further describe its proposed local cooperative solution (LCS) for the 2022 irrigation season.

The McNames Family has been farming and ranching in Siskiyou County for over 100 years and spanning five generations. Much of the ground mentioned within this plan was settled in the 1850's. The ground was cleared of hawthorn, cottonwood and alder with fire, oxen and horse. The ground was drained through ditches, sloughs and canals in order to make it farmable. Watercourses that once had vast floodplains were channelized and directed to further help drain the land for farming. Farming and ranching is not, and never has been, an easy way of life. For my family it has been a long journey but there is pride in continuing what my great grandfather started.

JM Forestry LLC DBA Crystal Creek Ranch is the company responsible for leasing approximately 412 irrigated acres and is owned by Jesse and Katie McNames. This ground has been leased for the past 5 years where significant improvements to the irrigation systems have been accomplished. Two other smaller parcels are included in this water management plan because they would not otherwise qualify. Tim McNames Ranch and Charlie Peckham Ranch are included and can be seen on the provided spreadsheet. Crystal Creek Ranch does not assume any responsibility for the Tim McNames Ranch or the Charlie Peckham Ranch and is just trying to assist them through this process. In discussion below, these two smaller parcels are included in that discussion for simplicity.

The ground irrigated within this plan is used primarily for production of alfalfa hay, grass hay, grain hay as well as pasture for beef cattle which is sometimes cut once then irrigated back for grazing. The irrigation infrastructure consists of 4 wells, 8 pumps, 4 pivots and 6 wheel lines. On occasion hand lines and squirt guns are used as well.

JM Forestry LLC dba Crystal Creek Ranch



Prior to 2021, all center pivots were equipped with High Pressure, Mid Elevation, Spray Application sprinkler packages or iWob packages by Senninger Irrigation. Commonly on the farm, these nozzle packages are referred to as Nelson Rotators or iWobs. Pivots move automatically.

Wheel lines are moved manually twice a day resulting in approximately 22 hours of irrigation time per day. Common rainbird sprinklers are used at 40-foot intervals resulting in 100% overlap.

Since securing the lease there have been major improvement to the irrigation system. Aside from fixing the occasional mainline and sprinkler leaks, there has been many infrastructure improvements all resulting in a more efficient use of water. None for these improvements have been funded by grants or cost share programs but rather from the landowner or me (aside from a Wattsmart stipend).

Note: The transition to LEPA (Low Energy Precision Application) systems has resulted in more water getting to the plants. In the attached spreadsheet the number of passes by month has been decreased (same amount of water per application/pass) because it will take less water to grow the crop. Slower, lower to the ground, three times the number of sprinkler heads results in a more efficient irrigation system.

There is a surface water right associated with this property. Surface water will not be used to replace the groundwater conserved under this plan.

The water coordinating entity will be the local RCD. We will provide access to the properties when requested to verify water use and equipment within the plan is in place. Maps will be provided upon request. APN's within this plan listed below.

| APN# | Owner | APN# | Owner |
|-------------|------------------------|-------------|------------------------|
| 023-010-110 | Tim McNames | 023-450-100 | Jesse McNames (Lessee) |
| 023-030-170 | Tim McNames | 023-450-110 | Jesse McNames (Lessee) |
| 023-020-010 | Tim McNames | 023-450-040 | Jesse McNames (Lessee) |
| 023-040-480 | Tim McNames | 023-040-220 | Jesse McNames (Lessee) |
| 023-040-490 | Tim McNames | 023-040-440 | Jesse McNames (Lessee) |
| 023-020-160 | Tim McNames | 023-040-430 | Jesse McNames (Lessee) |
| 023-040-500 | Tim McNames | 023-040-390 | Jesse McNames (Lessee) |
| 023-090-290 | Peckham | 023-040-470 | Jesse McNames (Lessee) |
| 023-090-300 | Peckham | 023-040-320 | Jesse McNames (Lessee) |
| 023-040-420 | Jesse McNames (Lessee) | 023-040-210 | Jesse McNames (Lessee) |
| 023-040-330 | Jesse McNames (Lessee) | 023-040-400 | Jesse McNames (Lessee) |

Tracking and monitoring of water use: Pivots- a simple chart will be at the pivot panel that will show date, revolutions and amount of water applied. Wheel-lines- a chart will be developed that will show start/stop dates and total inches applied for each pass.

JM Forestry LLC dba Crystal Creek Ranch



Conservation Efforts taken place since 2020:

Since 2020, many conservation efforts have taken place. These exact practices can be seen in the water use agreement. Some of these actions are:

- 1. Two variable frequency drive control panels. \$27,000.00
- 2. One new pivot replacing flood irrigated field 2-07. Pivot equipped with LEPA system. Approximate cost \$75,000.00
- 3. Field 2-01 pivot converted to LEPA 2022. \$20,000.00
- 4. Field 2-05/06 pivot concerted to LEPA 2022. \$20,000.00
- 5. Wheel lines fields 2-03 and 2-04. New smaller nozzles installed and leaking gaskets replaced.
- 6. Tim McNames Ranch- new pump, well and variable speed control panel. Cost \$45,000.00
- 7. Tim McNames Ranch- purchased two newer wheel lines. 70 forty-foot pipes with movers, new sprinklers nozzles and gaskets. Cost \$10,000.00
- 8. Overall irrigation system pressure drastically reduced
- 9. Wheel Line set times have been altered
- 10. Soil Moisture sensors have been installed in two fields.
- 11. Many field edges used to be irrigated with solid set hand line or 3-inch squirt guns. This is now abandoned or only used prior to first cutting.
- 12. Fallowing Some ground will not be farmed in 2022
- Reduced Cuttings Some fields will only be cut twice and most likely none will be cut four times
- 14. Farmed out 40 acres of orchard grass and replaced with wheat/grain hay in order to conserve water. Field 2-04

This is a simple plan that outlines what a farmer can accomplished when ingenuity meets the desire to be efficient and successful. We have a unique arrangement with the landowner that allows us to confidently invest in capital improvements to the ranch. Field 2-07 is an example of incredible water and energy savings. This investment was made prior to any thought of groundwater use restrictions from the government. It was done because in a business atmosphere certainty is a solid platform from where investments can be made with confidence. Once this solid platform of certainty is shaken from weather conditions, market conditions or from fear of regulation, these otherwise confident investments simply will not be made willingly. It is better for these innovations and investments to happen naturally within the industry because the benefits are so clear even the most modest or conservative businessmen is willing to invest. It has been my experience that farmers are mostly willing to try new technologies and advance the industry towards more efficient practices, but do not like to be told they must.

JM Forestry LLC dba Crystal Creek Ranch



We all want more water in Scott River. We all want there to be an abundant fish population. We also want regulatory decisions from the government to be based on sound science and for some of us the connection between groundwater and river flows is speculative at best. We built the infrastructure to use the water. I have seen the river dry in the fall more times than not in my life. No doubt we are in a drought, but the thought of drying up these fields and then the towns is terrifying. We are a close community that depends on the success of the local farmers and ranchers. It's easy for the government to regulate the people but often this does not directly solve the problem, it only creates hardship. I would encourage the government to directly solve the problem- deepen the river channel, build a hatchery, build a reservoir, pump water into the river in the late fall months, do anything but regulate the people with no clear, sustainable objective.

I am happy to discuss any aspect of this plan and will be continuing to make improvement to the ranch as new technology becomes available. As point of mention, Brandon Fawaz of Fawaz Farming assisted me with the development of this plan. He also continues to help me increase efficiencies on the ranch through better farming practices, ingenuity and overall passion for what he does so well.

Best Regards,

Jesse McNames

Owner, JM Forestry LLC DBA Crystal Creek Ranch.





P.O. Box 268, Etna, CA 96027

PHONE (530) 467-3975 FAX (530) 467-5617

Email: sisgrcd@sisgtel.net
Website: www.siskiyourcd.com

Binding Agreement

| Business: | Jishiyou RCD | |
|-----------------|----------------------------------------------------------------|---------|
| Contact Person: | Click or tap here to enter text. Chris loigt | |
| Address: | Click or tap here to enter text. 1-0, 80x 288 450 Mala 57, Etm | CA 9500 |
| Phone: | Click or tap here to enter text. 530-467- 3975 | |
| Email: | Click or tap here to enter text. Chrisasishiyord. Com | |

Landowner Contact Information:

| Business: | JM Forestry LLC DBA Crystal Creek Ranch |
|-----------------|-----------------------------------------|
| Contact Person: | Jesse McNames (property lessee) |
| Address: | |
| Phone: | |
| Email: | |

Background

Under the 2021 drought emergency regulation instated by the State Water Resources Control Board (SWRCB) that established drought emergency minimum flows in the Scott River, a Local Cooperative Solution (LCS) may be proposed by individuals or groups to submit by petition to the Deputy Director of the SWRCB as an alternative means of reducing water use to meet or preserve drought emergency minimum flows and provide fishery benefits, in lieu of curtailment. This binding agreement between the (Landowner) and Siskiyou Resource Conservation District (SRCD) will monitor the SRWCB approved LCS to achieve 1) a net reduction of water use of 30 percent throughout the irrigation season; and 2) a monthly reduction of at least 30 percent in the July through October 31 period, as compared to 2020.



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Recitals

1. Section 875(f)(4)(D) of the drought emergency regulation provides a specific type of LCS that was determined to be sufficient for approval by the Deputy Director;

2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in sections 875.5(f)(4)(D)(i)-(iii) [Scott River], the Deputy Director may approve a groundwater-basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 acres where:

- i. The proposal is based on a binding agreement. "Such binding agreement may be made with a coordinating entity with the expertise and ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions or similarly qualified entity."
- ii. For the Scott River: "The proposal provides at least: 1) a net reduction in water use of 30 percent throughout the irrigation season (April 1-October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30% in the July 1 through October 31 period, as compared to the prior year or 2020. Such reduction may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction. Such evidence may include but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills."

Proposed Local Cooperative Solution: (Specific action plan to be completed by landowner, see attached LCS application form)



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Binding Agreement Terms

The Landowner is required to adhere to the LCS, as approved by SWRCB. The Landowner has requested that SRCD serve as the coordinating entity. As such, both parties agree to the following:

- For the duration of this binding agreement where SRCD is the coordinating entity, the
 Landowner shall give SRCD the right to reasonably access the included parcels for the
 limited propose of verifying execution of the LCS. Any individual not directly employed
 or contracted by SRCD shall provide pre-notification to, and shall obtain approval by the
 Landowner before accessing the property,
- SRCD will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or designee the ability to participate in monitoring activities,
- It is anticipated that SRCD representatives will visit the property approximately twice per month to monitor the approved LCS, unless inadequacies are discovered, in which case additional field visits will occur until inadequacies are rectified. A monitoring inspection may include verification of any or all of the actions described in the conservation plan and may include inspection checklist/notes/reports and photo verification,
- SRCD will submit the information regarding the verification materials and actions
 described in this agreement, and conservation plan incorporated by reference, to the State
 Water Board upon request, for the purposes of verifying compliance with the LCS,
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the
 landowner's ability to secure any funding to mitigate the financial impacts imposed by
 the emergency regulation or proposed conservation practices. SRCD supports the use of
 funding programs to ameliorate the costs of implementing the conservation practices
 described in the proposed conservation plan: planning and cooperation under a voluntary
 LCS should not undermine the ability to receive such funding,
- This binding agreement may be terminated by either party at any time. Both parties agree
 to take reasonable measures to resolve any concerns related to the performance of the
 LCS, negative interpersonal interaction, or any unforeseen circumstance prior to invoking
 termination,
- As the irrigation season unfolds, there may be reason to change the terms of the LCS or this binding agreement with respect to its implementation and verification. Any such changes to the LCS or service agreement will need to be agreed upon by the Landowner



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and SRWCB. If a Landowner requests SRCD assistance with an updated LCS, the SRCD and Landowner will enter into a new Binding Agreement and,

Payment

In consideration for the services to be performed by SRCD, the Landowner agrees to pay SRCD at the rate of \$75.00 per hour for initial consultation and \$75.00 per hour for all services rendered after signing of the binding agreement.

Expenses

The Landowner will reimburse SRCD for expenses that are attributable directly to work performed under this Agreement. Any expenses incurred will be approved by the Landowner beforehand. SRCD will submit an itemized statement of Contractor's expenses attached with invoicing.

Terms of Payment

Upon completion of SRCD services under this binding agreement, the SRCD will submit an invoice. The Landowner will pay SRCD the compensation described within 30 days of receiving SRCD's invoice.

Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- November 1, 2022, or
- The date a party terminates the binding agreement.
- Monitoring information will be collected by the SRCD and shared with State Water Board as a field report in accordance with their reporting schedule or upon request
- SRCD is not authorized to and will not distribute data or other information regarding work done under this contract to any third party without previous written approval by the Landowner
- Landowner agrees that water saved under the LCS will not be transferred to
 parcels not included under the LCS, and Landowner will not knowingly or
 intentionally otherwise take actions outside of the LCS that diminish, in any
 material way, the overall thirty percent reduction establish by the actions
 described ion the LSC

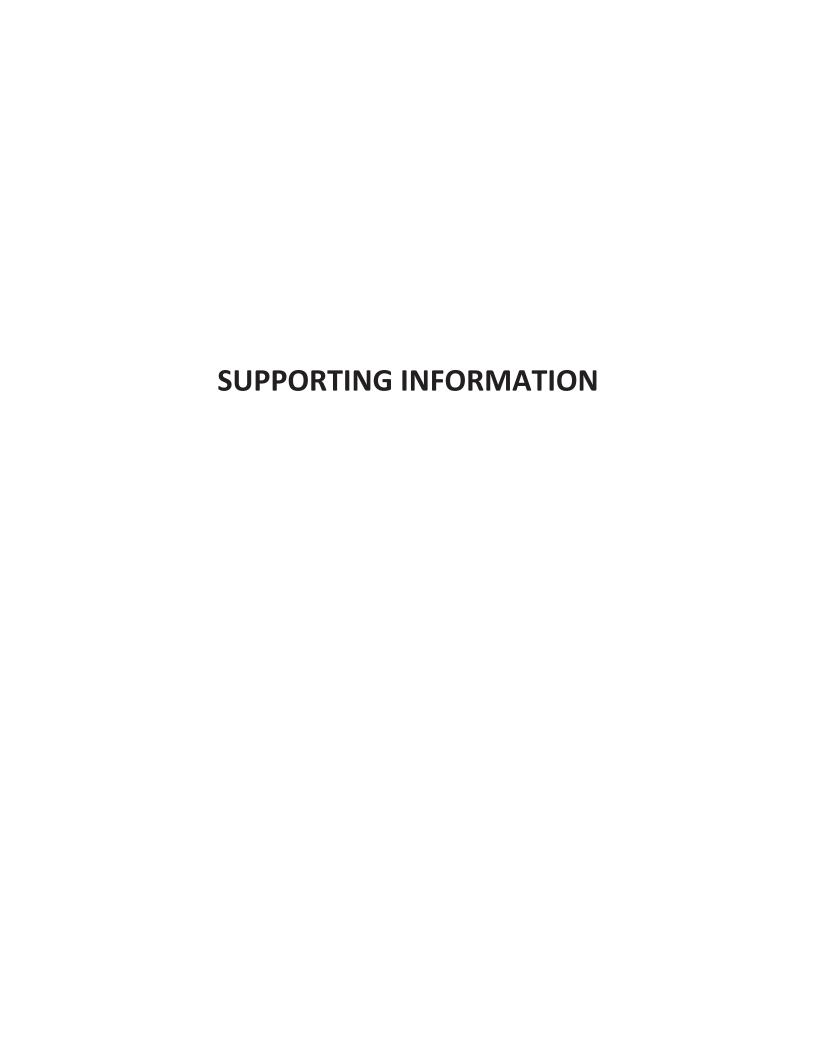
P.O. Box 268, Etna, CA 96027

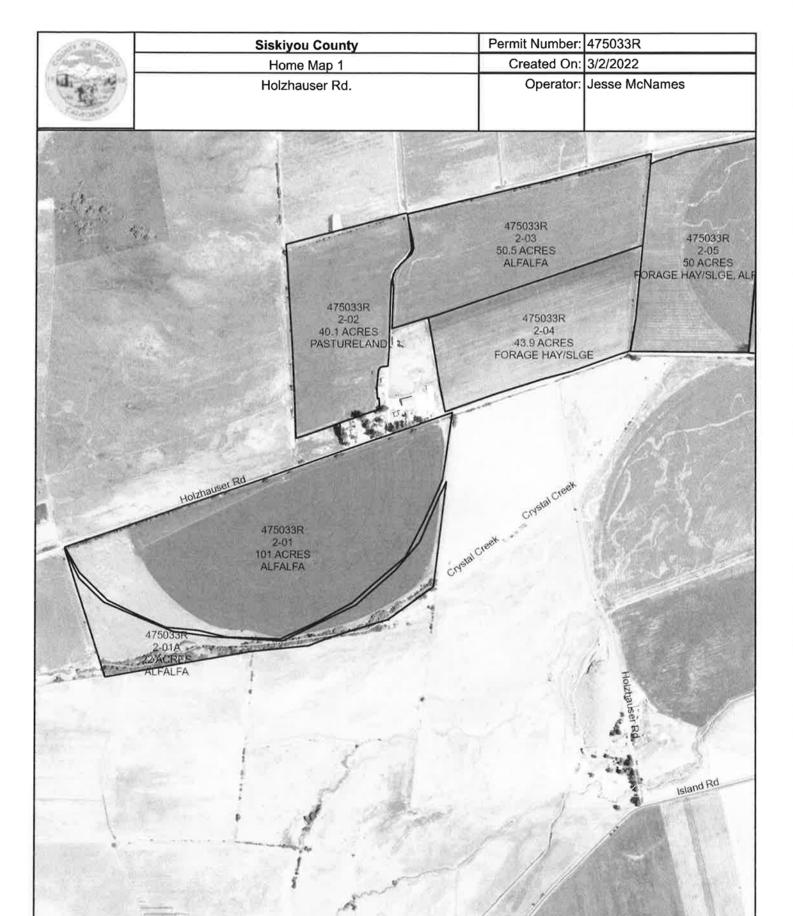
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Signatures

4-18-22 Date

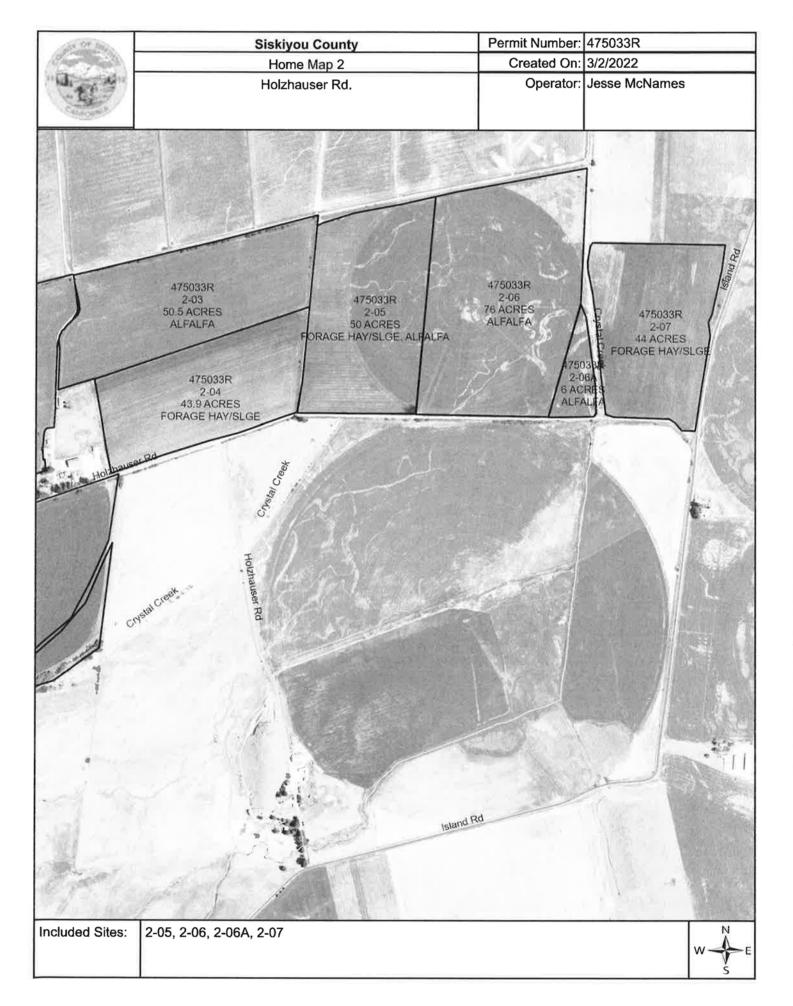




Included Sites:

2-01, 2-01A, 2-02, 2-03, 2-04, 2-05





PERFORMANCE DATA

14070H

3/4" 19mm Full Circle, Brass Impact Sprinkler

Bearing: 3/4" Male NPT, Brass

Trajectory Angle: 27°

Operating Range: 25-80 psi 1.7-5.5 bars Flow Rate: 4.2-23 GPM 0.97-5.34 m³/h Radius: 44-71 ft. 13.57-22.10 meters

Range: One 1/4" Female NPT Nozzle Port **Spreader:** One 1/8" Female NPT Spreader

Nozzle Port

Features

- Heavy duty brass construction
- · Extra large body and barrel
- Stainless steel springs and fulcrum pin
- Chemically resistant washers
- Dual nozzle ports
- Two-year warranty

Benefits

- Extra large body accommodates wide range of flow rates and nozzles
- Long nozzle barrel increases distance of throw
- Corrosion and grit resistant
- · Built to last

STRAIGHT BORE NOZZLE (SBN-3) WITH SPREADER (LAN-1-20*) (Stream Height: 10 ft.)

| | | | | | N | OZZLE S | SIZE | US ST | ANDA | RD | | | | |
|--------|-------------------|---------------------|--------------|---------------------|------|---------------------------|------|---------------------|------|---------------------|------|----------------------|-------------|---------------------|
| PSI@ | 3/ 1 x 1/8 | 1 6" -20° | 13/ x 1/8 | 64" 3-20° | | 7/32" x 1/8-20° | | 15/64" x 1/8-20° | | '4" 3-20° | | /64" 3-20° | 9/ x 1/8 | 32" 3-20° |
| Nozzle | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM |
| 25 | 44 | 7.40 | 45 | 8.30 | 46 | 9.20 | 46 | 10.30 | 47 | 11.40 | 47 | 12.50 | 48 | 13.80 |
| 30 | 47 | 8.10 | 48 | 9.10 | 49 | 10.10 | 50 | 11.20 | 51 | 12.40 | 51 | 13.70 | 52 | 15.10 |
| 35 | 49 | 8.70 | 50 | 9.80 | 51 | 10.90 | 52 | 12.10 | 52 | 13.40 | 53 | 14.80 | 54 | 16.30 |
| 40 | 50 | 9.30 | 51 | 10.50 | 52 | 11.70 | 53 | 13.00 | 54 | 14.40 | 55 | 15.80 | 56 | 17.40 |
| 45 | 51 | 9.90 | 52 | 11.10 | 54 | 12.40 | 55 | 13.80 | 56 | 15.20 | 57 | 16.80 | 58 | 18.50 |
| 50 | 52 | 10.40 | 53 | 11.70 | 55 | 13.10 | 56 | 14.50 | 57 | 16.10 | 58 | 17.70 | 59 | 19.50 |
| 55 | 53 | 10.90 | 54 | 12.30 | 56 | 13.70 | 57 | 15.20 | 59 | 16.90 | 59 | 18.60 | 61 | 20.40 |
| 60 | 53 | 11.40 | 55 | 12.80 | 57 | 14.30 | 58 | 15.90 | 60 | 17.60 | 61 | 19.40 | 62 | 21.30 |
| 65 | 54 | 11.90 | 56 | 13.30 | 58 | 14.90 | 59 | 16.50 | 61 | 18.30 | 62 | 20.20 | 63 | 22.20 |
| 70 | 55 | 12.40 | 57 | 13.80 | 59 | 15.40 | 60 | 17.20 | 62 | 19.00 | 63 | 21.00 | 65 | 23.00 |
| 75 | 55 | 12.80 | 58 | 14.30 | 60 | 16.00 | 61 | 17.80 | 63 | 19.70 | | - | | - |
| 80 | 56 | 13.20 | 58 | 14.80 | 61 | 16.50 | 62 | 18.40 | 64 | 20.30 | • | | | 3.53 |

 Nozzles must be purchased separately.
 See Chart below.

STRAIGHT BORE NOZZLE (SBN-3V) WITH PLUG* (Stream Height: 10 ft.)

| | | | | | | | N | OZZLE: | SIZE | US ST | ANDA | RD | | | | | | |
|--------|------|------|------|------------|------|------|------|------------|------|-------|------|------------|------|-------|------|------------|------|-------|
| | 5/3 | 32" | 11/ | 64" | 3/ | 16" | 13/ | 64" | 7/. | 32" | 15 | /64" | 1/ | 4" | 17 | /64" | 9 | /32" |
| PSI@ | | | | | | | | | | | | | | | | | | |
| Nozzle | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM |
| 25 | | - | | 15 | 44 | 5.10 | 45 | 6.00 | 46 | 7.00 | 46 | 8.00 | 47 | 9.10 | 48 | 10.30 | 48 | 11.50 |
| 30 | | - | - | - | 47 | 5.60 | 48 | 6.60 | 49 | 7.60 | 50 | 8.80 | 51 | 10.00 | 51 | 11.20 | 52 | 12.60 |
| 35 | 46 | 4.20 | 47 | 5.10 | 49 | 6.10 | 50 | 7.10 | 51 | 8.20 | 52 | 9.50 | 52 | 10.80 | 53 | 12.10 | 54 | 13.60 |
| 40 | 46 | 4.50 | 48 | 5.40 | 50 | 6.50 | 51 | 7.60 | 52 | 8.80 | 53 | 10.10 | 54 | 11.50 | 55 | 13.00 | 56 | 14.60 |
| 45 | 47 | 4.80 | 49 | 5.80 | 51 | 6.90 | 52 | 8.10 | 54 | 9.30 | 55 | 10.70 | 56 | 12.20 | 57 | 13.80 | 58 | 15.40 |
| 50 | 48 | 5.00 | 50 | 6.10 | 52 | 7.20 | 53 | 8.50 | 55 | 9.80 | 56 | 11.30 | 57 | 12.90 | 58 | 14.50 | 59 | 16.30 |
| 55 | 48 | 5.30 | 50 | 6.40 | 53 | 7.60 | 54 | 8.90 | 56 | 10.30 | 54 | 11.80 | 59 | 13.50 | 59 | 15.20 | 61 | 17.10 |
| 60 | 49 | 5.50 | 51 | 6.70 | 53 | 7.90 | 55 | 9.30 | 57 | 10.80 | 58 | 12.40 | 60 | 14.10 | 61 | 15.90 | 62 | 17.80 |
| 65 | 49 | 5.70 | 52 | 6.90 | 54 | 8.30 | 56 | 9.70 | 58 | 11.20 | 59 | 12.90 | 61 | 14.70 | 62 | 16.50 | 63 | 18.50 |
| 70 | 50 | 5.90 | 52 | 7.20 | 55 | 8.60 | 57 | 10.00 | 59 | 11.60 | 60 | 13.40 | 62 | 15.20 | 63 | 17.20 | 65 | 19.20 |
| 75 | 50 | 6.20 | 53 | 7.40 | 55 | 8.90 | 58 | 10.40 | 60 | 12.10 | 61 | 13.80 | 63 | 15.70 | | - | | |
| 80 | 50 | 6.40 | 53 | 7.70 | 56 | 9.10 | 58 | 10.70 | 61 | 12.40 | 62 | 14.30 | 64 | 16.30 | | - | | - |

STRAIGHT BORE NOZZLE WITH VANE (SBN-3V) WITH SPREADER (LAN-1)* (Stream Height: 10 ft.)

| | | | | | N | OZZLE | SIZE | US ST | ANDA | RD | | | | |
|--------|-------|------------|------|------------|------|------------|-----------|------------|------|------------|------|------------|-----------|------------|
| | 3/ | 16" | 13 | /64" | 7. | /32" | 15 | /64" | 1. | /4" | 17 | /64" | 9/ | 32" |
| PSI@ | x 1/8 | 3-20° | x 1/ | /8-20° | x 1, | /8-20° | x 1/8-20° | | x 1/ | 8-20° | x 1/ | 8-20° | x 1/8-20° | |
| Nozzle | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM | Rad. | GPM |
| 25 | 47 | 7.40 | 49 | 8.30 | 51 | 9.20 | 51 | 9.80 | 51 | 10.80 | 51 | 11.90 | 51 | 13.10 |
| 30 | 50 | 8.10 | 51 | 9.10 | 54 | 10.10 | 54 | 10.60 | 55 | 11.80 | 55 | 13.00 | 55 | 14.30 |
| 35 | 51 | 8.70 | 53 | 9.80 | 55 | 10.90 | 56 | 11.50 | 57 | 12.70 | 57 | 14.10 | 57 | 15.50 |
| 40 | 52 | 9.30 | 54 | 10.50 | 56 | 11.70 | 57 | 12.40 | 59 | 13.70 | 59 | 15.00 | 60 | 16.50 |
| 45 | 53 | 9.90 | 55 | 11.10 | 57 | 12.40 | 59 | 13.10 | 60 | 14.40 | 61 | 16.00 | 62 | 17.60 |
| 50 | 53 | 10.40 | 56 | 11.70 | 58 | 13.10 | 60 | 13.80 | 62 | 15.30 | 63 | 16.80 | 64 | 18.50 |
| 55 | 54 | 10.90 | 56 | 12.30 | 59 | 13.70 | 61 | 14.40 | 63 | 16.10 | 65 | 17.70 | 66 | 19.40 |
| 60 | 55 | 11.40 | 57 | 12.80 | 60 | 14.30 | 62 | 15.10 | 64 | 16.70 | 67 | 18.40 | 68 | 20.20 |
| 65 | 55 | 11.90 | 58 | 13.30 | 61 | 14.90 | 63 | 15.70 | 65 | 17.40 | 68 | 19.20 | 69 | 21.10 |
| 70 | 56 | 12.40 | 58 | 13.80 | 62 | 15.40 | 64 | 16.30 | 66 | 18.10 | 69 | 20.00 | 71 | 21.90 |
| 75 | 56 | 12.80 | 59 | 14.30 | 62 | 16.00 | 65 | 16.90 | 67 | 18.70 | | - | | - |
| 80 | 57 | 13.20 | 60 | 14.80 | 63 | 16.50 | 66 | 17.50 | 69 | 19.30 | • | • | • | • |

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RCD

SISKIYOU RESOURCE CONSERVATION DISTRICT

P.O. Box 268, Etna, CA 96027

PHONE (530) 467-3975 FAX (530) 467-5617

Email: sisqred@sisqtel.net
Website: www.siskivourcd.com

Binding Agreement

Contractor Contact Information

| Business: | Siskiyou RCD |
|-------------------|--------------------------------------------------------|
| Contact Person: | Chris Voigt |
| Address: | P.O. Box 268/450 Main St, Etna, CA 96027 |
| Phone: | 530-467-3975 |
| Email: | Chris a sishiya red. com |
| Landowner Contact | Information: / Lessee TIM McNames i Charlie Peckham Ro |
| Business: | |
| Contact Person: | RICHARD ANSTEAD |
| Address: | |
| Phone: | |
| Email: | |

Background

Under the 2021 drought emergency regulation instated by the State Water Resources Control Board (SWRCB) that established drought emergency minimum flows in the Scott River, a Local Cooperative Solution (LCS) may be proposed by individuals or groups to submit by petition to the Deputy Director of the SWRCB as an alternative means of reducing water use to meet or preserve drought emergency minimum flows and provide fishery benefits, in lieu of curtailment. This binding agreement between the (Landowner) and Siskiyou Resource Conservation District (SRCD) will monitor the SRWCB approved LCS to achieve 1) a net reduction of water use of 30 percent throughout the irrigation season; and 2) a monthly reduction of at least 30 percent in the July through October 31 period, as compared to 2020.



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2. For overlying or adjudicated groundwater diversions for irrigated agriculture described in sections 875.5(f)(4)(D)(i)-(iii) [Scott River], the Deputy Director may approve a groundwater-basin-wide, groundwater sub-basin-wide, or any number of individual local cooperative solutions totaling at least 400 acres where:

- i. The proposal is based on a binding agreement. "Such binding agreement may be made with a coordinating entity with the expertise and ability to evaluate and require performance of the agreement, for example with the California Department of Fish and Wildlife (CDFW), the National Marine Fisheries Service, the Scott Valley and Shasta Valley Watermaster District, a non-profit organization with expertise and experience in water-saving transactions or similarly qualified entity."
- ii. For the Scott River: "The proposal provides at least: 1) a net reduction in water use of 30 percent throughout the irrigation season (April 1-October 31), as compared to the prior irrigation season; and 2) a monthly reduction of at least 30% in the July 1 through October 31 period, as compared to the prior year or 2020. Such reduction may be demonstrated by evidence that provides a reasonable assurance that the change in farming practice or other action results in at least the relevant proportionate reduction. Such evidence may include but is not limited to: pumping reports; actions that will be taken to reduce water use; estimation of water saved from conservation measures or changes in irrigation or planting decisions; and electric bills."

Proposed Local Cooperative Solution: (Specific action plan to be completed by landowner, see attached LCS application form)



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Binding Agreement Terms

The Landowner is required to adhere to the LCS, as approved by SWRCB. The Landowner has requested that SRCD serve as the coordinating entity. As such, both parties agree to the following:

- For the duration of this binding agreement where SRCD is the coordinating entity, the Landowner shall give SRCD the right to reasonably access the included parcels for the limited propose of verifying execution of the LCS. Any individual not directly employed or contracted by SRCD shall provide pre notification to, and shall obtain approval by the Landowner before accessing the property,
- SRCD will strive to notify the Landowner a day in advance of visiting the parcels and shall provide the Landowner or designee the ability to participate in monitoring activities,
- It is anticipated that SRCD representatives will visit the property approximately twice per month to monitor the approved LCS, unless inadequacies are discovered, in which case additional field visits will occur until inadequacies are rectified. A monitoring inspection may include verification of any or all of the actions described in the conservation plan and may include inspection checklist/notes/reports and photo verification.
- SRCD will submit the information regarding the verification materials and actions
 described in this agreement, and conservation plan incorporated by reference, to the State
 Water Board upon request, for the purposes of verifying compliance with the LCS.
- This binding agreement is not intended to preclude, harm, or otherwise interfere with the
 landowner's ability to secure any funding to mitigate the financial impacts imposed by
 the embagonay acquiation or proposed conservation practices. SRCD supports the use of
 funding programs to antelligate the costs of implementing the conservation practices
 described in the proposed conservation plant planning and cooperation under a voluntary
 LCS should not undermine the ability to receive such funding,
- This binding agreement may be terminated by cities party at any time. Both parties agree
 to take reasonable measures to resolve any conserns related to the performance of the
 LCS, negative interpersonal interaction, or any unforcescen circumstance prior to invoking
 termination.
- As the irrigation season unfolds, there may be reason to change the terms of the LCS or this binding agreement with respect to its implementation and verification. Any such changes to the LCS or service agreement will need to be agreed upon by the Landowner



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and SRWCB. If a Landowner requests SRCD assistance with an updated LCS, the SRCD and Landowner will enter into a new Binding Agreement.

Payment

In consideration for the services to be performed by SRCD, the Landowner agrees to pay SRCD at the rate of \$75.00 per hour for initial consultation and \$75.00 per hour for all services rendered after signing of the binding agreement.

Expenses

The Landowner will reimburse SRCD for expenses that are attributable directly to work performed under this Agreement. Any expenses incurred will be approved by the Landowner beforehand. SRCD will submit an itemized statement of Contractor's expenses attached with invoicing.

Terms of Payment

Upon completion of SRCD services under this binding agreement, the SRCD will submit an invoice. The Landowner will pay SRCD the compensation described within 30 days of receiving SRCD's invoice.

Term of Agreement

This agreement will become effective when signed by both parties and will terminate on:

- November 1, 2022, or
- The date a party terminates the binding agreement.
- Monitoring information will be collected by the SRCD and shared with State Water Board as a field report in accordance with their reporting schedule or upon request
- SRCD is not authorized to and will not distribute data or other information regarding work done under this contract to any third party without previous written approval by the Landowner
- Landowner agrees that water saved under the LCS will not be transferred to
 parcels not included under the LCS, and Landowner will not knowingly or
 intentionally otherwise take actions outside of the LCS that diminish, in any
 material way, the overall thirty percent reduction establish by the actions
 described ion the LSC



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Signatures

SRCD Representative

Date

Landowner/Lessee

Date