

Regular

2A

Name Stephen & Robert ReclaAddress 3550 Recla drive  
Ute Or 97918Change in PO USE APDDate Filed 8/20/2021Initial notice date 9/1/2021

DPD issued date \_\_\_\_\_

PD issued date \_\_\_\_\_

PD notice date \_\_\_\_\_

Date of FO 2/11/2022 Vol 122 Page 489Withdrawal

C-Date \_\_\_\_\_

COBU due date \_\_\_\_\_

COBU Received date \_\_\_\_\_

Certificate issued \_\_\_\_\_

## DESCRIPTION OF WATER RIGHT(s)

Name of Stream wellTrib. of malheur riverUse Irrigation County malheur

Quantity of water (CFS) \_\_\_\_\_ No. of Acres \_\_\_\_\_

Name of ditch \_\_\_\_\_

App# 64156 Per # 63908 Cert # 42665 PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

## FEES PAID

Date	Amount	Receipt #
<u>8-20-2021</u>	<u>\$4840.00</u>	<u>136196</u>
<u>8-20-2021</u>	<u>\$125.00</u>	<u>136195</u>
<u>9-17-2021</u>	<u>\$1,109.93</u>	<u>CA</u>

## FEES REFUNDED

Date	Amount	Receipt #
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Assignments: \_\_\_\_\_

Irrigation District Warm Springs Irrigation distAgent Elizabeth Howard

CWRE \_\_\_\_\_

CC's list malheur county☐ - Oversized map - Location \_\_\_\_\_





# Oregon

Kate Brown, Governor

## Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

February 16, 2022

STEPHEN & ROBERT RECLA  
3550 RECLA DRIVE  
VALE, OR 97918

### ORDER ON WITHDRAWN APPLICATION

Reference: Transfer Application T-13800

The above referenced transfer application was withdrawn from the record of the Water Resources Department on February 16, 2022, by Special Order Volume 122, Page 489 (copy enclosed).

The transfer application is no further force or effect.

If you have any questions related to the approval of this permit amendment, you may contact your caseworker, Tamera Smith, by telephone at (503) 979-9607 or by e-mail at [Tamera.L.Smith@oregon.gov](mailto:Tamera.L.Smith@oregon.gov).

Sincerely,

Julie C. Baustian  
Water Right Services Support  
Transfers and Conservation Section

cc: Jered L. Hoshaw, Watermaster Dist. # 9 (via email)  
Receiving Landowner, Western Valley Farms  
Elizabeth Howard, Agent

Enclosure



BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON

In the Matter of Transfer Application	)	FINAL ORDER WITHDRAWING
T-13800, Malheur County, Oregon	)	AN APPLICATION FOR A WATER RIGHT
	)	TRANSFER

**Authority**

ORS 540.505 to 540.580 establishes the process in which a water right holder may submit a request to transfer the point of diversion, place of use, or character of use authorized under an existing water right.

**Applicant**

STEPHEN S. AND ROBERT J. RECLA  
3550 RECLA DRIVE  
VALE, OR 97918

**Receiving Landowner**

WESTERN VALLEY FARMS, LLC  
ATTN: STEVEN BOON  
20616 BULSON ROAD  
MOUNT VERNON, WA 98274

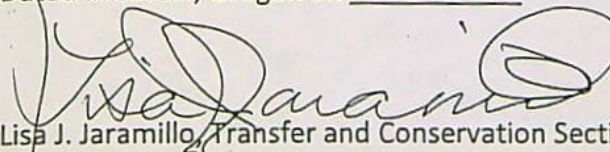
**Findings of Fact**

1. Transfer Application T-13800, in the name of STEPHEN S. AND ROBERT J. RECLA, was filed on August 20, 2021.
2. On January 14, 2022, ELIZABETH HOWARD submitted a written request on behalf of the applicant asking that Transfer Application T-13800 be withdrawn.

**Now, therefore, it is ORDERED:**

Transfer Application T-13800, in the name of STEPHEN S. AND ROBERT J. RECLA, is withdrawn and of no further force or effect.

Dated in Salem, Oregon on FEB 16 2022

  
Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
THOMAS M BYLER, DIRECTOR  
Oregon Water Resources Department

Mailing date: FEB 17 2022

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.





70 SW Third Ave., Ontario, OR 97914  
PHONE (541)889-6451 FAX (541)889-4161

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## LOT BOOK REPORT

Nikos Klingenberg  
Schwabe, Williamson & Wyatt  
1211 SW 5th Ave., Ste. 1900  
Portland, OR 97204

November 29, 2021  
Title Number: 512410AM  
Title Officer: Chanel Little  
Client File #: n/a  
Fee: \$150.00

**We have searched our Tract Indices as to the following described property:**

Subject Property Address: 3430 Russell Road, Vale, OR 97918

### Legal Description:

Land in Malheur County, Oregon, as follows:

In Twp. 19 S., R. 44 E., W.M.:

Sec. 15: All that portion of the East 1/2 lying North of the following described line, to-wit:

Beginning at a point 2384.5 feet North and 25 feet West of the Southeast corner of said Sec. 15, said point being corner post of a fence on a County Road right of way;

Thence S. 66° 42' W., 120.1 feet;

Thence S. 74° 57' W., 296.3 feet;

Thence N. 78° 55' W., 152.0 feet;

Thence S. 79° 42' W., 1204.1 feet;

Thence S. 46° 57' W., 386.1 feet;

Thence S. 86° 32' W., 290.1 feet;

Thence N. 44° 08' W., 142.7 feet;

Thence N. 75° 51' W., 208.1 feet, more or less, to a point on the West line of said E1/2 of Sec. 15, which is the Point of Termination, said point being 1970.4 feet North of the South line of said E1/2 of Sec. 15.

Land in Malheur County, Oregon, as follows:

In Twp. 19 S., R. 44 E., W.M.:

Sec. 16: That portion of the SE1/4 SW1/4 and SW1/4 SE1/4, lying North of the Malheur River.

Land in Malheur County, Oregon, as follows:

In Twp. 19 S., R. 44 E., W.M.:

Sec. 16: S1/2 NE1/4 and all that portion of the SE1/4 NW1/4 lying East of the Malheur River,

ALL that portion of the NE1/4 SW1/4 lying East of the Malheur River,

N1/2 SE1/4,

EXCEPTING THEREFROM the following described parcel:

Beginning at a point N. 88° W., 210 feet from the Southeast corner of the NE1/4 SE1/4 of Sec. 16;

Thence N. 21° W., 340 feet;

T-13800



Thence N. 43° W., 280 feet;  
Thence S. 81° W., 190 feet;  
Thence S. 44° 15' W., 130 feet;  
Thence S. 10° W., 270 feet;  
Thence N. 81° W., 470 feet;  
Thence S. 08° 30' W., 180 feet to the Southwest corner of said NE1/4 SE1/4 of Sec. 16;  
Thence S. 88° E., 1120 feet to the Point of Beginning.

Land in Malheur County, Oregon, as follows:  
In Twp. 19 S., R. 44 E., W.M.:  
Sec. 11: S1/2.

Land in Malheur County, Oregon, as follows:  
In Twp. 19 S., R. 44 E., W.M.:  
Sec. 12: SW1/4,  
EXCEPTING THEREFROM that portion of the SE1/4 SW1/4 lying South and East of the Russell Drain right of way.

**And dated as of: November 19, 2021, at 7:30 a.m.**

**We find that the last deed of record runs to:**

Stephen S. Recla

**We also find the following apparent monetary encumbrances within ten years prior to the effective date hereof and the following unpaid taxes and city liens:**

1. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
2. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
3. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of the Malheur River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of the Malheur River.

All matters arising from any shifting in the course of the Malheur River including but not limited to accretion, reliction and avulsion.

4. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of the Warm Springs Irrigation District.  
(No inquiry has been made)



5. The Land, as defined in the policy to be issued, does not include any improvement(s) located on the Land which is described or defined as a mobile home (manufactured housing unit) under the provisions of State Law and is subject to registration.  
ID Number 902750.

6. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.  
Lessor: JM&L Investments, an Oregon limited partnership  
Lessee: Trident U.S.A. Corp.  
Recorded: December 14, 2006  
Instrument No.: 2006-9030

Interest assigned, by document recorded November 2, 2007, Instrument No. 2007-8142, Malheur County Records.

Interest assigned, by document recorded November 17, 2008, Instrument No. 2008-7924, Malheur County Records.

Interest assigned, by document recorded February 23, 2015, Instrument No. 2015-0562, Malheur County Records.

7. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Idaho Power Company  
Recorded: July 28, 2011  
Instrument No.: 2011-2411

8. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$680,000.00  
Trustor/Grantor: Stephen S. Recla  
Trustee: Malheur County Title Company  
Beneficiary: Northwest Farm Credit Services, FLCA  
Dated: June 2, 2017  
Recorded: July 11, 2017  
Instrument No.: 2017-2747

9. NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Stephen S. Recla

n/a



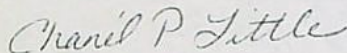
**We have also searched our General Index for judgments and state and federal tax liens against the above named grantees and find the following:**

1. N/A

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: This Lot Book Report is being made with the understanding that it does not represent any form of title insurance and is not a commitment for a policy of insurance. The information provided herein is not a full examination of the subject property. Further, if any person, corporation or entity of any kind should use this report as a basis to produce a title insurance product, it should be understood that it is clearly outside of Oregon law. Any liability hereunder is limited to the amount paid for said report.

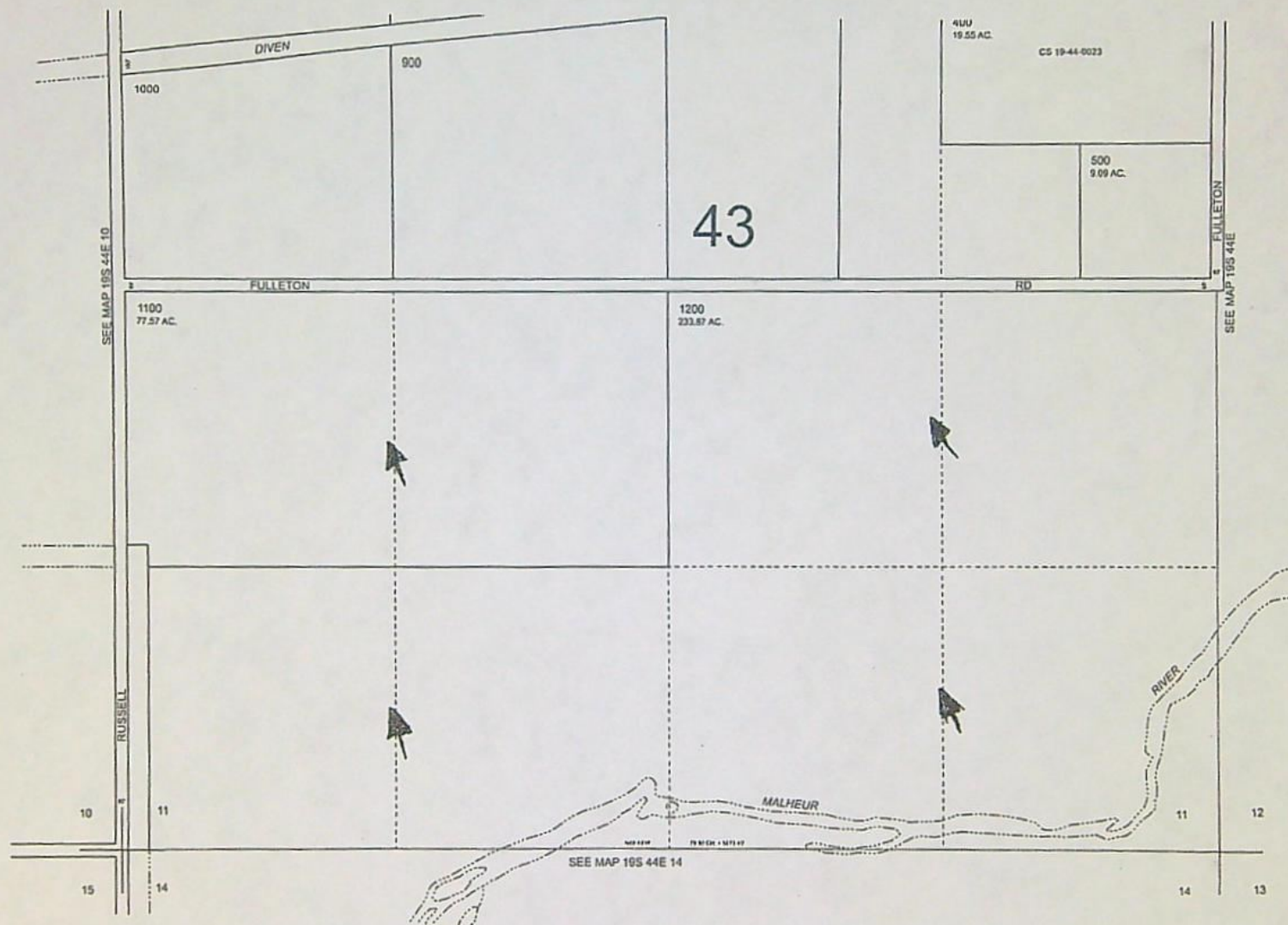
THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. Our search was limited to our tract indices and no examination of the public record was made. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.



Chanel P. Little  
Title Officer

*"Superior Service with Commitment and Respect for Customers and Employees"*









# Oregon

Oil and Gas Lease

INSTRUMENT NO. 2006-9030  
Page 1 of 4 Pages

Inst. No. 2006-9030 Water Resources Department  
North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

I certify that the within Instrument of writing was received for record on the 14 day of Dec, 2006 at 11:51 O'clock A. M. FEE 3600  
STATE OF OREGON, County of Malheur  
DEBORAH R. DeLONG  
County Clerk  
By: Shawn Childs Deputy

When recorded return to:  
Randall Kinnear  
Allen & Kinnear, Ltd.  
6304 S. Monaca Ct.  
Englewood, CO 80111

This Oil and Gas Lease ("Lease") is made this 16<sup>th</sup> day of February, 2006, by and between JM&L Investments, an Oregon Limited Partnership, represented herein by Kenneth A. Johnson, General Partner whose address is P.O. Box 606, Vale, OR 97918, ("Lessor", whether one or more) and Trident USA Corp., Suite 1000, 444 7<sup>th</sup> Avenue S.W., Calgary, Alberta, Canada T2P 0X8, ("Lessee").

WITNESSETH, For and in consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), with easements for laying pipe lines and telecommunications lines, and construction of roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Malheur County, Oregon, described as follows, to-wit:

See "ADDENDUM A" attached hereto and made a part hereof.

and containing 2,913.21 acres, more or less, (the "Premises").

1. It is agreed that this lease shall remain in force for a term of five years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, re-working or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the Primary Term surrender this lease as to all or any portion of the Premises, and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered, and Lessor shall have no obligation to return consideration received for such released acreage.

3. Lessee covenants and agrees to pay royalty to Lessor as follows:

(a) On oil, to deliver to the credit of Lessor, free of cost in the pipe line to which Lessee may connect wells on the Premises, the equal one-eighth (1/8th) part of all oil produced and saved from the Premises.

(b) On gas of whatsoever nature or kind, including coalbed gas and other gases, liquid hydrocarbons and their respective constituent elements, casinghead gas or other gaseous substances, produced from the Premises ("Gas") Lessee shall pay, at its election, either of the following, as royalty: (i) for Gas sold or used off the Premises, one-eighth (1/8th) of the amount realized from Gas so sold or used (Lessor's interest in Gas shall bear its proportionate part of the cost of all compressing, treating, dehydrating and transporting incurred in marketing Gas so sold or used); (ii) for Gas sold at the well, one-eighth (1/8th) of the amount realized from such sale.

4. Where Gas from a well capable of producing Gas, or from a well in which dewatering operations have commenced, is not sold or used after the expiration of the primary term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of 90 days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease. Failure to properly or timely pay or tender such shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessee only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Premises for Lessee's operation thereon, except water from wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on the Premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or in part and liability for breach of any obligation hereunder shall rest exclusively upon the owner hereof who commits such breach. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises, or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.



13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the Premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof to the extent of the amount of the payment made by Lessee hereunder, and the undersigned Lessor, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

15. Lessor hereby grants Lessee the exclusive option to extend all or part of this lease for an additional five (5) years from the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying or tendering to Lessor at the above address a like bonus payment per net acre as tendered by Lessee for the initial five year term. Should this option be exercised it shall be considered for all purposes as though this lease originally provided for a paid-up primary term of ten (10) years.

16. If Lessor, during the primary term of this Lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this Lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this Lease, Lessor agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of 15 days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this Lease shall be subject to the terms and conditions of this paragraph. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor shall promptly execute said lease and return same along with the endorsed draft to Lessee, its representative or through Lessor's bank for payment.

17. Should any one or more the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

INSTRUMENT NO. 2006  
Page 2 of 4 Pages

JM&L Investments, LP

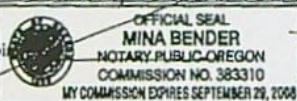
By: Kenneth A. Johnson  
Kenneth A. Johnson, General Partner

#### UNIFORM ACKNOWLEDGMENT - INDIVIDUAL

STATE OF OREGON } ss.  
COUNTY OF Malheur

The foregoing instrument was acknowledged before me this 26 day of February, 2006 by  
Kenneth A. Johnson, General Partner of JM&L Investments, LP

My Commission Expires  
9-29-2008



Notary Public, State of OREGON  
Name of Notary Printed Mina Bender

#### UNIFORM ACKNOWLEDGMENT - CORPORATE

STATE OF \_\_\_\_\_ } ss.  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by  
\_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_ an \_\_\_\_\_  
corporation, on behalf of the corporation.

My Commission Expires: \_\_\_\_\_ Notary Public, State of \_\_\_\_\_  
Name of Notary Printed \_\_\_\_\_

#### UNIFORM ACKNOWLEDGMENT - OTHER

STATE OF OREGON } ss.  
COUNTY OF MALHEUR

The foregoing instrument was acknowledged before me this 26 day of February, 2006 by  
Kenneth A. Johnson as General Partner  
on behalf of JM&L Investments an Oregon Limited Partnership

My Commission Expires  
9-29-2008



Notary Public, State of Oregon  
Name of Notary Printed Mina Bender





# Oregon

Kate Brown, Governor

## ADDENDUM A

INSTRUMENT NO. 2006  
Page 3 of 4 Pages

-9030

## Water Resources Department

North Mall Office Building

725 Summer St NE, Ste A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

www.Oregon.gov/OWRD

Attached to and made a part of that certain Oil and Gas Lease dated February 16, 2006, by and between JM&L Investments, LP as Lessor, and Trident USA Corp. as Lessee, covering the following described lands located in Malheur County, Oregon:

Township 17 South - Range 43 East, W.M.

Section 5: NW/4SE/4

Section 11: E/2SW/4, SW/4SW/4

Section 14: NE/4NW/4

Township 18 South - Range 43 East, W.M.

Section 12: N/2NW/4, NW/4NE/4

Township 19 South - Range 43 East, W.M.

Section 7: SE/4SE/4

Section 16: NW/4, W/2SW/4, NE/4SW/4, N/2SE/4SW/4

Section 16: S/2SE/4SW/4

Section 30: Lots 1(39.28), 2(39.43), NW/4NE/4, NE/4NW/4

Township 20 South - Range 43 East, W.M.

Section 14: W/2SE/4, SE/4SE/4

Section 16: W/2SW/4

Township 17 South - Range 44 East, W.M.

Section 26: That Portion of the Abandoned RR ROW where the same is located across the N/2S/2NE/4 and the N/2NE/4 Less and Except the North 258 ft.

Section 31: W/2SE/4

Section 31: NE/4SE/4, N/2SE/4SE/4

Township 18 South - Range 44 East, W.M.

Section 6: N/2NE/4

Township 19 South - Range 44 East, W.M.

Section 11: S/2

Section 36: NW/4SW/4

Township 16 South - Range 45 East, W.M.

Section 5: SE/4SE/4

Township 17 South - Range 45 East, W.M.

Section 2: S/2SE/4

Township 15 South - Range 46 East, W.M.

Section 16: SW/4SW/4

Section 17: SE/4SE/4

Township 16 South - Range 46 East, W.M.

Section 18: NE/4SE/4

Township 17 South - Range 46 East, W.M.

Section 11: NE/4SW/4, NW/4SE/4

Section 11: That Portion of the E/2NW/4 and S/2NE/4 West of Hwy

Section 11: SW/4SE/4

Section 14: NW/4NE/4

Section 21: NE/4SW/4, NW/4SE/4

Section 23: SW/4SW/4

Township 18 South - Range 46 East, W.M.

Section 4: S/2SE/4

Section 34: NW/4NW/4

Township 19 South - Range 46 East, W.M.

Section 9: E/2NE/4, SW/4SW/4, E/2SW/4, N/2SE/4

Section 10: NW/4NW/4

Section 17: N/2NE/4, SW/4NE/4, SE/4NW/4, SE/4SW/4

**SURFACE USE:** Lessee shall have the right to use only so much of the surface of the leased premises as is reasonably necessary for the full exercise of the purpose of this Oil and Gas Lease. Lessee shall take reasonable precautions to minimize adverse impact to Lessor's farming and ranching operations on the leased premises. Lessee shall enter into good faith negotiations with the owner of the surface of the leased premises for a surface use agreement prior to commencing construction regarding the location of any well sites, roads, fences, pipelines or power lines, or installation of any production equipment, tank batteries or produced water disposal equipment. Lessee shall pay the surface owner for damages to growing crops, grass, buildings, livestock, fences and other improvements and personal property caused by Lessee's operations.

**PROTECTION AND USE OF WATER:** Lessee shall follow generally accepted industry practices designed to protect fresh water strata from contamination and protect the surface from exposure to produced water and other contaminants. Lessee shall not use water from Lessor's irrigation and domestic wells or from the aquifers supplying said wells without Lessor's written consent. Produced water may be used for any purpose allowed by applicable laws and regulations.





**LOCATION OF WELLS:** Notwithstanding anything to the contrary contained herein, no well shall be drilled nearer than 500 feet to any house, or 200 feet to other buildings, now on the leased premises without the written consent of Lessor, which shall not be unreasonably withheld.

**RESTORATION:** Within six months after the termination of the lease, Lessee shall restore any of the leased premises disturbed by its operations to a condition as near to its original condition as practicable, and remove all machinery and fixtures placed by Lessee on said premises pursuant to this lease.

**SHUT-IN PERIOD:** This lease shall not be extended solely by the shut-in gas well payment for a period in excess of five years beyond the end of the primary term or five years beyond the date of completion of any gas well, whichever is later, without the written consent of Lessor unless the well is shut in as a consequence of a rule or order of any governmental agency or court having jurisdiction over the well.

**ASSIGNMENT:** No assignment of Lessee's interest shall be binding on Lessor until Lessor has been furnished with information necessary to establish the assignee's legal identity and official mailing address.

**TERMINATION:** Notwithstanding anything to the contrary contained herein, this Oil and Gas Lease shall terminate at the end of the primary term as to that portion of the leased premises lying outside any section in which is located a tract covered by this lease which contains a well capable of producing oil and/or gas in paying quantities or in which drilling operations are then taking place, or which is included within a pooled or communitized unit containing a well capable of producing oil and/or gas in paying quantities or in which drilling operations are then taking place, or, if committed to a federal exploratory unit, as to all of the lands lying outside said Unit. Lessee shall promptly file of record a Partial Release covering all of the terminated lands.

**LIABILITY INSURANCE:** If Lessee or its agents conduct any operations on the leased premises then Lessee shall maintain, at Lessee's expense, for the duration of Lessee's operations on the leased premises, public liability insurance with adequate coverage for personal injury and damage to real property with respect to Lessee's operations. Lessee shall deliver appropriate evidence to Lessor, prior to entrance on the leased premises, that such insurance is in force.

**NOTIFICATION OF BREACH:** In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respect Lessor claims Lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breach(es) alleged by Lessor, or attempt to prove that the alleged breach(es) do(es) not exist. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breach(es) shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. This Oil and Gas Lease shall not be forfeited or cancelled for a failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists.

**REGULATIONS:** All operations conducted under this Oil and Gas Lease, including permitting, drilling, production, pooling and unitization, plugging and abandonment of wells, and surface reclamation, shall be done pursuant to and in accordance with applicable federal, state and local rules and regulations.

**SIGNED FOR IDENTIFICATION:**

JM&L Investments, LP

By:

  
Kenneth A. Johnson, General Partner





# Oregon

Kate Brown, Governor  
Please Return Recorded Copy To:  
Energy Investments, Inc.  
143 Union Blvd., Suite 900  
Lakewood, CO 80228

## Water Resources Department

North Mall Office Building  
725 Summer St NE, Ste A

Inst. No. 2007-8142 Salem, OR 97301

I certify that the within Instrument of  
writing was received for record on  
the 2 day of November, 2007  
at 11:56 O'clock A. M. FEE 171.00  
Phone: 503-986-0900  
Fax: 503-986-0904  
Oregon.gov/OWRD

INSTRUMENT NO. 2007-8142  
Page 1 of 13 Pages

STATE OF OREGON, County of Malheur  
DEBORAH R. DeLONG  
County Clerk

By: Shawn Childs Deputy

### ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE

The undersigned, **TRIDENT USA CORP.**, at Suite 1000, 444 7<sup>th</sup> Avenue S.W., Calgary Alberta T2P 0X8 (hereinafter referred to as "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto **ENERGY INVESTMENTS, INC.** at 143 Union Blvd., Suite 900, Lakewood, CO 80228, (hereinafter referred to "Assignee"), an overriding royalty interest ("Gross Overriding Royalty" or "GORR") in and to 4.5% of all of the oil, gas and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands as described on Schedule "A" attached hereto and made a part hereof ("Leases") and any extensions and renewals of such Leases as provided in the Agreement.

TO HAVE AND HOLD the interest herein transferred and assigned unto Assignee, his heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms, conditions and conditions:

#### A. DEFINITIONS

Within this Assignment of Overriding Royalty Interest the definitions in the Overriding Royalty Procedure shall apply, unless the context otherwise requires, and, the words below shall have the meanings indicated:

- (a) "Agreement" means the Area of Mutual Interest and Overriding Royalty Agreement dated August 29, 2006 between Trident USA Corp. and Energy Investments, Inc. and the Exhibits attached to it.
- (b) "Assignment" means this Assignment of Overriding Royalty Interest and the Exhibits attached to it.
- (c) "Overriding Royalty Procedure" means the Canadian Association of Petroleum Landmen 1997 Overriding Royalty Procedure.

B. Sections 2.01 and 2.04 A, B and D of the Overriding Royalty Procedure shall be deleted and replaced as follows:





### Valuation of the Overriding Royalty Interest

1. Oil. The oil and other liquid hydrocarbons produced and saved from the lands covered by the Leases and attributable to the GORR interest shall be delivered at the wells, or to the credit of Assignor into the pipeline to which the wells may be connected, and Assignee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase.

2. Gas. The gas and the constituents thereof, including any methane gas produced from the coal formations, ("Gas") produced and saved from the lands covered by the Leases and attributable to the GORR which are not taken in kind by the Assignor shall be valued and paid to Assignor based upon the following:

(a) the arm's-length sales price(s) received by Assignee from the sale of the Gas, *times*

(b) the quantity of Gas allocated to the applicable Leases as measured at the primary measurement point on the Leases (the "Primary Measurement Point"), *less*

(c) the actual costs (i.e., monetary charges, fuel, etc.) incurred or paid to unaffiliated third parties in connection with all services provided from the High Pressure Point, defined below to the point of sale, including, but not limited to, any further compression, gathering, transportation, separation, treating or dehydration and further including Gas used, lost, flared, vented or consumed ("FL&U") from the High Pressure Point to the point of sale ("Allowed Costs"). The term "High Pressure Point" shall mean that point at which the Gas has passed through at least one stage of compression and any associated dehydration; provided, however, that if the Gas is not at least 800 psig under normal operating conditions after such compression and dehydration have been performed, then the High Pressure Point shall extend until (i) the gas is at least 800 psig under normal operating conditions, or (ii) has been delivered into a regulated interstate pipeline, whichever first occurs. No deduction shall be made for FL&U between the Primary Measurement Point and the High Pressure Point or for costs incurred for gathering, transportation, compression, or other similar costs between the Primary Measurement Point and the High Pressure Point.

3. Non-Arm's Length Sale. If Assignee uses the Gas (other than as fuel in connection with the sale thereof) or does not sell the Gas in an arm's-length sale, the price to be used under paragraph 2(a) above shall be based upon arm's-length sale(s) for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the High Pressure Point. Such comparable arm's-length sales price shall be less any Allowed Costs





# Oregon

Kate Brown, Governor

## Water Resources Department

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Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900

Fax: 503-986-0904

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applicable to the specific arms-length transaction that is utilized. If Assignee does not have an arm's-length arrangement for any services permitted as an Allowed Cost, the cost of such service for royalty purposes shall be based upon the cost of comparable third party services in the same location which are available and enable the Gas to be sold at the point of sale.

4. Taxes. Assignee may deduct from the GORR, Assignor's proportionate share of all gross production, severance, ad valorem, conservation and any other taxes on production.

C. If Assignor owns less than 100% of the leasehold interest under the Leases, or in the event the Leases covers less than the full fee mineral estate in the lands covered by the Leases, then the GORR shall be reduced proportionately with respect to Assignor's interest in such Leases or the partial fee mineral interest covered by the Leases.

D. The effective date of this Assignment shall be February 1, 2007.

E. This Assignment is made without warranty of title either express or implied.

F. This Assignment is made subject to the Agreement ; and the Overriding Royalty Procedure. In the event of a conflict or inconsistency between the Overriding Royalty Procedure or the Agreement and the terms of this Assignment, the terms of this Assignment shall control.

G. This Assignment may be executed in counterpart, no one copy of which need be executed by all Parties. A valid and binding contract shall arise if and when counterpart execution pages are executed and delivered by all Parties. Execution pages may be delivered by facsimile, provided that the executing Party shall also forward an original executed signature page to each Party promptly thereafter. All executed pages taken together will constitute one and the same agreement when received (whether by facsimile or otherwise) by all Parties.



IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment  
as of the 17 day of October, 2007.

Trident USA Corp.

By: David L. Bradshaw

Title: Interim CEO

**AFFIDAVIT OF EXECUTION**

CANADA )

PROVINCE OF ALBERTA )

I, Patricia Minor,

of the City of Calgary,

in the Province of Alberta

TO WIT:

MAKE OATH AND SAY THAT:

1. I was personally present and did see David L. Bradshaw  
duly sign and execute the within instrument on behalf of Trident USA  
Corp., the Assignor, for the purposes named therein, who is known to me  
to be the person who is subscribed in the foregoing instrument.
2. The same was executed at the City of Calgary, in the Province of Alberta,  
and that I am the subscribing witness thereto.

SWORN BEFORE ME at the

City of Calgary, the Province of Alberta

This 17 day of October A.D. 200 7

Patricia Minor  
A Commissioner for Oaths or Notary Public  
Appointment Expires: \_\_\_\_\_

PATRICIA MINOR  
My Appointment Expires December 31, 2008





# Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building

INSTRUMENT NO. 2007

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725 Summer St NE, Ste A

Salem, OR 97301

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Fax: 503-986-0904

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IN WITNESS WHEREOF, Assignee has executed and delivered this Assignment as of the 18<sup>th</sup> day of October, 2007.

ENERGY INVESTMENTS, INC.

By Stephen P. Chamberlain  
President

## ACKNOWLEDGEMENT

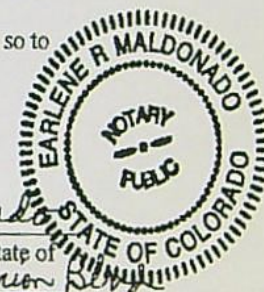
State of Colorado )  
County of Jefferson ) ss.

On this the 18<sup>th</sup> day of October, 2007, before me, the undersigned, personally appeared STEPHEN P. CHAMBERLAIN, who acknowledged himself to be the PRESIDENT of ENERGY INVESTMENTS, INC., and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

A Notary Public in and for the State of Colorado Residing at: 143 Union Blvd

My commission expires MY COMMISSION  
EXPIRES ON  
03/18/2009





Schedule "A"  
Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
M02425FH	McElroy Ranches, Inc.	Trident USA Corp.	Malheur	T17S-R43E Section 4: NE/4SW/4, NW/4SE/4 Section 5: SW/4SE/4 Section 8: SE/4SE/4 Section 9: E/2NE/4, SW/4NE/4, S/2SW/4, SE/4 Section 10: W/2NE/4, W/2, SW/4SE/4 Section 16: N/2 Section 17: NE/4 T18S-R43E Section 2: Lots 1(38.03), 2(38.08), excepting therefrom that portion of Lot 2 conveyed in WD at 125/436 Section 2: Lots 3(38.13), 4(38.14), S/2NE/4, NE/4SE/4 as described in QCD at 128/188 Section 3: Lots 1(38.10) and 2(37.90), 3(37.70), 4(37.50), excepting therefrom that portion of Lots 1 and 2 conveyed in WD at 128/436 T18S-R44E Section 25: That portion of SE/4NE/4 lying SE of County Road Section 25: SE/4NE/4, NW/4SE/4, N/2SW/4 Section 25: That portion of E/2SE/4 lying NW of RR ROW Section 25: That portion of SW/4NE/4 lying SE of Canal Section 25: That portion of SW/4SW/4 lying NW of Canal, excepting therefrom a tract described by metes and bounds T18S-R47E Section 17: A .18 acre parcel in W/2SE/4NE/4	1921.88	1/6/2006	4.50%	2006-9339
M02600FH M02601FH	JM&L Investments	Trident USA Corp.	Malheur	T15S-R46E Section 16: SW/4SW/4 Section 17: SE/4SE/4 T16S-R45E Section 5: SE/4SE/4 T16S-R46E Section 18: NE/4SE/4	2913.21	2/16/2006	4.50%	2006-9030





**Oregon**  
Kate Brown, Governor

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ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
			T17S-R43E				
			Section 5: NW4SE4				
			Section 11: E2SW4, SW4SW4				
			Section 14: NE4NW4				
			T17S-R44E				
			Section 26: That portion of the abandoned RR ROW where same is located across N2S2NE4 and N2NE4, L&E North 250'				
			Section 31: W2SE4				
			Section 31: NE4SE4, N2SE4SE4				
			T17S-R45E				
			Section 17: S2SE4				
			T17S-R46E				
			Section 11: NE4SW4, NW4SE4				
			Section 11: That Portion of E2NW4 and S2NE4 West of Hwy.				
			Section 11: SW4SE4				
			Section 14: NW4NE4				
			Section 21: NE4SW4, NW4SE4				
			Section 23: SW4SW4				
			T18S-R43E				
			Section 12: N2NW4, NW4NE4				
			T18S-R44E				
			Section 6: N2NE4				
			T18S-R46E				
			Section 4: S2SE4				
			Section 34: NW4NW4				
			T18S-R43E				
			Section 7: SE4SE4				
			Section 18: NW4, W2SW4, NE4SW4, N2SE4SW4				
			Section 18: S2SE4SW4				
			Section 30: Lots 1(39.28), 2(39.43), NW4NE4, NE4NW4				

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Water Resources Department

North Mall Office Building  
725 Summer St NE, Ste A



Schedule "A"  
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Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
				T10S-R44E Section 11: S/2 Section 36: NW/4SW/4 T19S-R46E Section 9: E/2NE/4, SW/4SW/4, E/2SW/4, N/2SE/4 Section 10: NW/4NW/4 Section 17: N/2NE/4, SW/4NE/4, SE/4NW/4, SE/4SW/4 T20S-R43E Section 14: W/2SE/4, SE/4SE/4 Section 16: W/2SW/4				
M02422FH	Dick E. DeHaven, et ux	Trident USA Corp.	Malheur	T10S-R46E Section 12: SE/4SW/4, E/2SE/4, SW/4SE/4 Section 13: NE/4, S/2NW/4, SW/4, NE/4SE/4, S/2SE/4 Section 14: S/2S/2 Section 15: SW/4, SE/4SE/4 Section 21: N/2N/2 Section 22: E/2NE/4, N/2NW/4, S/2 Section 23: N/2, SW/4, N/2SE/4, SW/4SE/4 Section 24: N/2, N/2S/2, S/2SE/4 T10S-R47E Section 7: SW/4SE/4 Section 18: NW/4NE/4, E/2NW/4, NW/4SW/4, SE/4SW/4 Section 19: Lots 1, 2, 3, 4, E/2W/2, a/d/a W/2, W/2SE/4	3473.19	11/15/2005	4.50%	2005-8961
M02423FH	LeRoy McBride, et ux	Trident USA Corp.	Malheur	T10S-R45E Section 30: Lot 3(40.10) a/d/a NW/4SW/4; SW/4NE/4, SE/4NW/4, NE/4SW/4 T10S-R45E Section 36: NE/4 T10S-R48E Section 7: E/2SE/4	5010.22	12/6/2005	4.50%	2006-4576

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# Oregon

Kate Brown, Governor

Schedule "A"  
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Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lesser</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
				Section 8: SE/4NW/4, SW/4				
				Section 17: All				
				Section 19: Lot 4(42.64) a/d/a SW/4SW/4; N/2NE/4, SW/4NE/4, NE/4NW/4, SE/4SW/4, SE/4				
				Section 20: NE/4, N/2NW/4, W/2SW/4, SE/4SW/4, N/2SE/4, SW/4SE/4				
				Section 21: S/2S/2				
				Section 28: W/2NE/4, NW/4, NW/4SW/4, N/2SE/4				
				Section 29: N/2, NE/4SW/4, SE/4				
				Section 30: Lot 1(42.82) a/d/a NW/4NW/4; N/2NE/4, NE/4NW/4				
				Section 32: W/2NE/4, NE/4NW/4, SW/4NW/4, SW/4SW/4, SE/4SW/4, E/2SE/4, NW/4SE/4				
				Section 33: S/2SW/4				
				Section 34: SW/4NW/4, N/2SW/4				
				T17S-R45E				
				Section 5: SW/4NW/4, SW/4				
				Section 6: Lots 1(39.82), 2(39.86) a/d/a N/2NE/4; NE/4SE/4				
				T17S-R45E				
				Section 4: Lot 3(40.08) a/d/a NE/4NW/4; S/2NW/4				
				Section 5: Lots 2(40.45) a/d/a NW/4NE/4; 3(40.67), 4(40.89) a/d/a N/2NW/4; S/2NE/4, S/2NW/4				
				Section 6: SE/4				
				Section 7: Lots 1(41.70), 2(41.89) a/d/a W/2NW/4; N/2NE/4, SE/4NE/4, NE/4SE/4				
M02424FH	Harlan P. Crawford, et ux	Trident USA Corp.	Malheur	T15S-R46E	3781.80	12/8/2005	4.50%	2006-6577
				Section 17: Lot 2(32.10), SW/4NE/4, SE/4NW/4, that part of NE/4SW/4 lying North of the Highway;				
				A portion of Lot 3 described by metes and bounds;				
				A portion of the NW/4SE/4 described by metes and bounds;				
				All that portion of NW/4SE/4 lying Southwesterly of US				
				Highway Number 30 Right-of-Way.				
				Section 19: S/2SW/4				
				Section 28: S/2NW/4, SW/4				
				Section 29: S/2NE/4, SE/4				
				Section 32: N/2NE/4				
				Section 33: S/2NE/4, N/2NW/4, W/2SE/4, NE/4SE/4				

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Schedule "A"  
Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
				Section 34: S/2NE/4, SE/4 Section 35: S/2NW/4, S/2 Section 36: Lot 1(38.40) a/d/a NW/4NW/4; NW/4NE/4, NE/4NW/4. All that portion of SW/4NE/4 lying North of Canal T16S-R48E Section 2: Lot 1(86.24) a/d/a NE/4NE/4; SE/4NE/4, S/2NW/4, E/2SW/4, SW/4SW/4, NW/4SE/4 Section 3: S/2NE/4, SE/4 Section 9: N/2NE/4, SE/4NE/4, NE/4SE/4 Section 10: N/2, N/2S/2 Section 11: N/2, SW/4, S/2SE/4 Section 13: N/2NW/4 Section 14: N/2NE/4				
M02426FH	Victoria A. Wyatt	Trident USA Corp.	Malheur	T16S-R45E Section 2: SW/4SE/4 Section 11: N/2NE/4, SE/4NE/4 Section 11: W/2SE/4, SE/4SE/4 Section 11: W/2SE/4, SE/4SE/4 T16S-R48E Section 7: Lots 3(44.10), 4(44.22), a/d/a W/2SW/4	769.32	1/10/2006	4.50%	<u>2006-6578</u>
M02430FH	Neal J. Dow, et ux, individually, and as Trustees of the Neal J. Dow and Anna Dow Trust U/TIA dtd. 4/21/92	Trident USA Corp.	Malheur	T17S-R45E Section 1: Lots 3(40.07), 4(40.09), S/2NW/4, SW/4 a/d/a W/2 Section 12: SE/4SE/4 Section 13: E/2E/2, N/2NW/4, SW/4NW/4, N/2SW/4, SE/4SW/4, W/2SE/4 Section 24: NE/4 Section 25: SE/4SE/4 T17S-R48E Section 7: Lot 4(42.28) a/d/a SW/4SW/4; E/2SW/4, W/2SE/4 Section 18: Lots 1(42.53), 2(42.51), 3(42.60), 4(42.68) a/d/a W/2W/2; SE/4NW/4, E/2SW/4, N/2SE/4 Section 18: W/2NE/4, NE/4NW/4	5494.65	2/16/2006	4.50%	<u>2006-6579</u>

INSTRUMENT NO. 2007 - 8142  
Page 10 of 15 Pages





**Oregon**  
Kate Brown, Governor

**Water Resources Department**

North Mall Office Building  
725 Summer St NE, Ste A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

[www.Oregon.gov/OWRD](http://www.Oregon.gov/OWRD)

INSTRUMENT NO. 2007-8142  
Page 11 of 12 Pages

Schedule "A"

Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

Trident Lease  
File #

Lessor

Lessor

County

Description

Gross Ac.

Effective Date

Overriding  
Royalty

Index Number

Section 18: S/2SE/4  
Section 19: Lots 1(42.71), 2(42.66), 3(42.65), 4(42.63) a/d/a W/2W/2; E/2W/2, E/2SE/4  
Section 19: W/2NE/4  
Section 19: W/2SE/4  
Section 20: SW/4  
Section 26: All that Portion of the SE/4SW/4 lying South and West of the Owyhee Canal Right of Way.  
Section 29: NW/4, NE/4SW/4, W/2SW/4  
Section 30: Lots 1(42.15), 2(42.31), 3(42.10), 4(41.90) a/d/a W/2W/2; NE/4, E/2NW/4, NE/4SW/4  
Section 31: Lots 3(40.95), 4(40.62), E/2SW/4, a/d/a SW/4  
Section 32: SW/4SE/4  
T17S-R46E  
Section 2: That Portion of the W/2SW/4 and SE/4SW/4 Lying Southwest of the Interstate Highway Right of Way.  
Section 3: That Portion of the SE/4NE/4, SW/4NW/4 Lying Southwest of the Interstate Highway Right of Way.  
Section 4: A portion of Lot 2(40.05) a/d/a NW/4NE/4; S/2NE/4, N/2SE/4, SW/4SE/4  
Section 8: S/2NE/4  
Section 8: NE/4SE/4  
Section 9: A 6 ac tr in S/2SW/4NE/4; W/2W/2NW; S/2S/2SE/4NW/4; SE/4SE/4SW/4NW/4  
Section 10: N/2; Less and Except those portions of the following two parcels of land situated within the hereinabove described Sections 3, 4, 8 and 10 lands:  
Parcel 1: That certain Tract situated in Sections 3, 4, 8, and 10 being more fully described in Warranty Deed at Instrument #96-1287.  
Parcel 2: Section 8: NW/4NE/4, and that portion of the SW/4NE/4 more fully described in Warranty Deed at instrument #96-1287.  
Section 11: NW/4SW/4 Less and Except a tract being more fully described in Warranty Deed at Instrument #96-1287  
Section 11: That portion of the North 591.5 feet of the NE/4NW/4, and the North 591.0 feet of the NW/4NE/4 Lying Southwesterly of the Interstate Highway Right of Way.  
Section 16: A portion of the N/2



Schedule "A"  
Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding Royalty</u>	<u>Index Number</u>
				Section 17: NE/4, NE/4NW/4, SW/4, NE/4SE/4, W/2SE/4; Less and Except that portion of the following parcel of land situated within the hereinabove described Sections 16 and 17 lands: That certain tract situated in Sections 15, 16, and 17 being more fully described in Warranty Deed at instrument #96-1267, being also described as Tax Lot 510				
				Section 19: E/2NE/4				
				Section 20: SW/4NE/4, W/2SE/4NE/4, W/2SW/4NW/4, W/2SW/4SE/4				
				T185-R48E				
				Section 5: Lot 1(41.16), 2(41.16), 3(41.16), 4(41.16), S/2N/2, S/2 NW/4 All				
M02431FH	Jack E. Horton	Trident USA Corp.	Malheur	T17S-R45E	1824.98	2/16/2006	4.50%	2006-6580
				Section 1: Lots 1(40.02), 2(40.04), S/2NE/4, SE/4				
				Section 11: SE/4NE/4, E/2SW/4, SW/4SW/4				
				Section 11: N/2NE/4, SW/4NE/4, E/2NW/4, SE/4				
				Section 12: SW/4NE/4, S/2NW/4, SW/4, W/2SE/4				
				Section 13: SW/4SW/4				
				Section 14: N/2NE/4, SW/4NE, S/2NW/4, N/2SW/4, SW/4SW/4				
				Section 14: SE/4 L&E a 1.0 acre parcel in S/2SE/4 conveyed in WD at 127-#59454				
				T17-R48E				
				Section 26: That portion of S/2SW/4 lying S and E of Owyhee Canal				
				Section 35: A tract in NW/4NE/4 as described in WD at #2006-276				
M02794FH	Russell Herriman, et ux	Trident USA Corp.	Malheur	T15S-R45E	1634.00	7/20/2006	4.50%	2006-9331
				Section 4: Lot 4(24.30) and that portion of W/2SW/4 lying SW of Interstate 84				
				Section 5: SE/4NW/4, E/2SW/4, and that portion of S/2NE/4 and SE/4 lying SW of Interstate 84				
				Section 6: Government Lots 1(39.77), 2(25.70), NW/4NW/4, S/2NW/4, L&E from Lots 1, 2, the Interstate 84 Right of Way. Also excepting therefrom three parcels				
				Section 7: SW/4NE/4, SE/4NW/4, E/2SW/4, W/2SE/4				
				Section 8: N/2NE/4, SE/4NE/4				
				T186-R48E				
				Section 8: S/2NE/4 Less and Except a portion as described in WD #1998-7014				
				Section 8: Two parcels in E/2 as described in WD #1098-7014				

INSTRUMENT NO. 2007-8142  
Page 12 of 16 Pages





Kate Brown, Governor

# Oregon

Water Resources Department

North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRKD

INSTRUMENT NO. 2007 - 8142  
Page 13 of 15 Pages

Schedule "A"  
Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding</u> <u>Royalty</u>	<u>Index Number</u>
				Section 9: N/2SW/4 Section 9: A parcel in SW/4 as described in WD #1998-7014 Section 9: S/2SW/4 L&E a portion as described in WD #1998-7014 Section 16: NW/4, SW/4NE/4, E/2NE/4 L&E that portion lying South of Butte Drain and East of County Road and North and West of the Malheur River				
M02705FH	Richard D. Heriman	Trident USA Corp.	Malheur	T15S-R46E Section 4: Lot 4(24.30) and that portion of W/2SW/4 lying SW of Interstate 84 Section 5: SE/4NW/4, E/2SW/4, and that portion of S/2NE/4 and SE/4 lying SW of Interstate 84 Section 9: Government Lots 1(39.77), 2(25.70), NW/4NW/4, S/2NW/4, L&E from Lots 1, 2, the Interstate 84 Right of Way, Also excepting three parcels Section 7: SW/4NE/4, SE/4NW/4, E/2SW/4, W/2SE/4 Section 8: N/2NE/4, SE/4NE/4	1055.94	7/20/2006	4.50%	2006-9332
M02706FH	Wettstein Farms, Inc.	Trident USA Corp.	Malheur	T18S-R46E Section 25: S/2SE/4, Excepting therefrom a parcel described by metes and bounds Section 38: NE/4 T18S-R47E Section 29: SW/4NE/4 Section 29: E/2NW/4 Section 29: S/2N/2SW/4NW/4, S/2SW/4NW/4, NW/4SW/4 Section 29: NE/4SW/4, and a parcel in SE/4SW/4 described by metes and bounds Section 29: SW/4SW/4 and W/2W/2SE/4SW/4, excepting therefrom a parcel described by metes and bounds Section 29: The North 654 feet of E/2W/2SE/4SW/4, excepting therefrom a parcel described by metes and bounds Section 29: That portion of NW/4SE/4 lying N and E of Hans Off Irrigation Ditch Section 29: NE/4SW/4SE/4 Section 29: That portion of NW/4SW/4SE/4 lying N and E of Hans Off Irrigation Ditch Section 29: S/2SW/4SE/4, and that portion of NW/4SW/4SE/4 lying S and W of Hans Off Irrigation District Section 29: A parcel in SE/4SW/4 described by metes and bounds	1,198.24	9/1/2006	4.50%	2006-9333



Schedule "A"  
Attached to and made a part of that certain  
Assignment of Overriding Royalty Interest effective February 1, 2007  
by and between Trident USA Corp. and Energy Investments, Inc.

ROYALTY LANDS

<u>Trident Lease</u> <u>File #</u>	<u>Lessor</u>	<u>Lessor</u>	<u>County</u>	<u>Description</u>	<u>Gross Ac.</u>	<u>Effective Date</u>	<u>Overriding Royalty</u>	<u>Index Number</u>
				Section 29: That portion of NW4SE4 lying S and W of Hans Ott Irrigation Ditch				
				Section 29: A parcel described by metes and bounds, in SW4				
				Section 30: W2SE4, and that portion of SW4NE4 lying SW of Owyhee Ditch Company main canal				
				Section 31: E2E2, excepting therefrom a strip 100 feet in width off the North side thereof				
				Section 32: The South 16 1/4 feet of SE4NE4 and the South 2 rods of NW4SE4 lying East of County Road				
				Section 32: NW4NE4, E2NE4NW4				
				Section 32: W2NE4NW4 and a portion of SE4NW4 described by metes and bounds				
				Section 32: W2NW4, and a parcel in SE4NW4 described by metes and bounds				
				Section 32: W2SW4 and W2NE4SW4, excepting therefrom a parcel in SW4SW4 described by metes and bounds				
				Section 32: NE4SE4, and that portion of NW4SE4 lying E of County Road, excepting therefrom a strip of land 16 1/4 feet in width off the South side of SE4NE4				
				Section 33: A parcel of land in NW4SW4 described by metes and bounds				
M02797FH	Fred D. Trenkel, et ux	Trident USA Corp.	Malheur	T18S-R46W	241.33	9/2/2006	4.50%	2006-9335
				Section 12: That portion of E2SW4 lying N and W of Blanton Drain as conveyed at 31/42, excepting therefrom that portion conveyed by Instrument #69262				
				Section 12: That portion of W2SW4 lying N and W of Blanton Drain				
				Section 21: N2NW4, excepting therefrom: Drain Book 31, Page 85; Also excepting therefrom a tract conveyed in deed at M427				
				Section 22: S2NE4, excepting therefrom Tax Lot 5001A				
M02798FH	Harold J. Trenkel, et ux	Trident USA Corp.	Malheur	T18S-R46W	79.96	9/2/2006	4.50%	2006-9334
				Section 21: E2SE4, excepting therefrom Drainage Ditch as in Book 41, Page 262				
M02799FH	Trenkel Farming & Livestock Company	Trident USA Corp.	Malheur	T18S-R46W	595.60	9/2/2006	4.50%	2006-9336
				Section 11: E2NE4, except a parcel described by metes and bounds				
				Section 11: W2NE4				
				Section 11: SE4SE4 and South 27 feet of NE4SE4, except the West 27 feet thereof				
				Section 21: NE4, and that portion of N2SE4 lying N of Highway 20-26 right-of-way, except a parcel described by metes and bounds				





# Oregon

RETURN TO:  
Kate Brown, Governor  
WADE MOORE III, ALTA MESA  
HOLDINGS  
250 BOBWHITE CT SUITE 240  
BOISE, ID 83708

Water Resources Department  
North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

## ASSIGNMENT OF FREEHOLD LEASES

STATE OF IDAHO

§

COUNTIES OF PAYETTE AND CANYON

§

STATE OF OREGON

§

COUNTY OF MALHEUR

§

MALHEUR COUNTY, OR 2015-0562

DASSIGN LEASE 02/23/2015 02:05 PM

Cnt=1 Pgs=12 Total:\$107.00



00028220201500005620120121

This Assignment dated the 15th day of January, 2015.

I, Deborah R. DeLong, County Clerk for Malheur  
County, Oregon certify that the instrument identified  
herein was recorded in the Clerk records.

Deborah R. DeLong - County Clerk

BETWEEN:

TRIDENT USA CORP., a corporation having an office in the  
City of Calgary, in the Province of Alberta, Canada (hereinafter  
referred to as the "Assignor")

- and -

AM IDAHO LLC, a limited liability company having an office in  
the City of Houston, Texas, USA (hereinafter referred to as the  
"Assignee")

WHEREAS the Assignor is the holder of the lessee's interest under those certain oil and  
gas leases set forth and described in the attached Schedule "A", and all amendments thereto  
(hereinafter referred to as the "Leases"); and

WHEREAS the Assignor has agreed to assign to the Assignee its entire undivided  
interest in the Leases and the lands subject thereto (hereinafter referred to as the "Lands") all as  
more particularly described in Schedule "A" (hereinafter referred to as the "Assigned Interest"),  
effective as of the date hereof (hereinafter referred to as the "Effective Date").

NOW THEREFORE in consideration of the premises and of the sum of One Dollar  
(\$1.00) and other good and valuable consideration now paid by the Assignee to the Assignor (the  
receipt of which is hereby acknowledged by the Assignor), the parties hereto agree as follows:

1. Assignor hereby assigns to the Assignee the Assigned Interest in and to the Lands and the  
Leases, to have and to hold the same unto the Assignee subject to the payment of the  
rents and royalties and the performance and observance of the covenants, conditions and  
stipulations in the Leases but only to the extent of the Assigned Interest.
2. The Assignor hereby covenants with the Assignee that the Assignor has good right, full  
power and absolute authority to assign the Leases as they relate to the Lands and the  
leased substances thereby demised, and that all obligations on the part of the Assignor  
express or implied under the Leases which have accrued prior to the Effective Date, have  
been fully performed. The Assignor does not, however, purport, promise or agree to  
convey any better title than that which the Assignor acquired or is entitled to acquire.





3. The Assignee hereby covenants with the Assignor that the Assignee shall, as of the Effective Date, indemnify and save harmless the Assignor from the payment of all future rents and royalties and from the observance and performance of the covenants, conditions and agreements in the Leases, but only to the extent of the Assigned Interest.
4. The Assignor shall from time to time and at all times hereafter, at the request and cost of the Assignee, but without further consideration, do and perform all such acts and things and execute all such deeds, documents and writings and give all such further assurances as the Assignee shall reasonably require.
5. Notwithstanding anything herein contained or implied, the Assignor makes no representation or warranty as to the lessor's title to the Lands and the leased substances.
6. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. This Assignment may be executed in one or more counterparts each of which shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on all parties to this Assignment. A faxed copy of the executed Assignment will be deemed an original.

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

TRIDENT USA CORP.

By: [Signature]  
Name: ALAN WITHEY  
Title: PRESIDENT & CEO  
By: \_\_\_\_\_  
Name:  
Title:

AM IDAHO LLC

By: [Signature]  
Name: F. David Murrell  
Title: Vice President - Land  
By: \_\_\_\_\_  
Name:  
Title:

CITY OF CALGARY §  
§  
PROVINCE OF ALBERTA, CANADA §

This instrument was acknowledged before me on the 16<sup>th</sup> day of JANUARY, 2015, by ALAN WITHEY, as PRESIDENT AND CEO of Trident USA Corp., on behalf of said corporation.

[Signature]  
MICHAEL TIMOTHY SYER  
Barrister & Solicitor  
Notary Public - Province of Alberta



4. The instream flow allocated pursuant to this water right is not in addition to other instream flows created by a prior water right or designated minimum perennial stream flow.
5. The flows are measured at the lower end of the stream reach to protect necessary flows throughout the reach.

Issued \_\_\_\_\_

DRAFT

\_\_\_\_\_  
Dwight French  
Water Right Services Division Administrator, for  
Thomas M. Byler, Director  
Oregon Water Resources Department



Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties' successors and assigns.

Checked by lab9383  
Work Order # 27345942

Executed and delivered this 13<sup>th</sup> day of July, 2011.

Signature(s) of Grantor(s) (Include title where applicable):

Stephen S. Recla  
Robert J. Recla

Person Acknowledging Instrument  
Proven To Be The Signer By Satisfactory Identification

STATE OF Oregon  
COUNTY OF Malheur } ss.

On this 13<sup>th</sup> day of July, 20 11, before me (Notary's Name)  
Deann Perkins a notary public, personally appeared Stephen S. Recla  
and Robert J. Recla (Individual(s) Name) proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

(NOTARY SEAL)



Deann Perkins  
Notary Public  
My Commission Expires on July 25, 2014

2011-02411

Page 2 of 2

MALHEUR COUNTY, OREGON





# Oregon

Return to Governor



1221 W. Idaho St. (83702)  
P.O. Box 70  
Boise, ID 83707 - 9836

## Water Resources Department

North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

MALHEUR COUNTY, OR		2011-2411
D EASEMENT		07/28/2011 10:29 AM
Cnt=1	Pgs=2	Total: \$47.00
00004895201100024110020023		
I, Deborah R. DeLong, County Clerk for Malheur County, Oregon certify that the instrument identified herein was recorded in the Clerk records. Deborah R. DeLong - County Clerk		

### Easement—Individual

Stephen S. Recla, an undivided 3/4 interest,

and Robert J. Recla, an undivided 1/4 interest, both as tenants in common,

"Grantor(s)", of Malheur County, State of Oregon, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, "Grantee"), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

**Overhead Facilities:** Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers and other attachments and incidental equipment thereon and appurtenances, (all of the foregoing collectively being referred to as the "Facilities"), together with the Grantee's right to permit the attachment of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of "Facilities"), over, on, and across the premises belonging to Grantor(s) in Malheur County, State of Oregon, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor's other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee's expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee's use, occupation, or enjoyment of this easement, and (ii) the right, at Grantee's expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee's Facilities on, over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

A strip of land twenty feet wide, ten feet on each side of a centerline lying within the South ½ of the Northwest ¼ of Section 15, Township 19 South, Range 44 East, Willamette Meridian, Malheur County, Oregon, said centerline being more particularly described as follows:

Commencing at the Northwest corner of said Section 15;

Thence South 01° 21' 15" West a distance of 1468.52 feet to a point;

Thence North 90° 00' 00" East a distance of 30.91 feet to the TRUE POINT OF BEGINNING;

Thence North 88° 51' 08" East a distance of 93.30 feet to a point;

Thence South 89° 59' 10" East a distance of 1199.71 feet to a point herein known as point "A;"

Thence North 88° 32' 30" East a distance of 27.08 feet to a point;

And also from Said point "A;"

Thence North 28° 36' 27" East a distance of 103.82 feet to the POINT OF TERMINUS.





Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties' successors and assigns.

Checked by lab9383  
Work Order # 27345942

Executed and delivered this 13<sup>th</sup> day of July, 2011.

Signature(s) of Grantor(s) (Include title where applicable):

Stephen S. Recla  
Robert J. Recla

Person Acknowledging Instrument  
Proven To Be The Signer By Satisfactory Identification

STATE OF Oregon }  
COUNTY OF Malheur } ss.

On this 13<sup>th</sup> day of July, 20 11, before me (Notary's Name)  
Deann Perkins a notary public, personally appeared Stephen S. Recla  
and Robert J. Recla (Individual(s) Name) proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

(NOTARY SEAL)



Deann Perkins  
Notary Public  
My Commission Expires on July 25, 2014

2011-02411

Page 2 of 2

MALHEUR COUNTY, OREGON





# Oregon

Return to Governor



1221 W. Idaho St. (83702)  
P.O. Box 70  
Boise, ID 83707 - 9836

## Water Resources Department

North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

MALHEUR COUNTY, OR		2011-2411
D EASEMENT		07/28/2011 10:29 AM
Cnt=1	Pgs=2	Total: \$47.00
00004695201100024110020023		
<p>I, Deborah R. DeLong, County Clerk for Malheur County, Oregon certify that the instrument identified herein was recorded in the Clerk records.</p> <p>Deborah R. DeLong - County Clerk</p>		

### Easement—Individual

Stephen S. Recla, an undivided 3/4 interest,

and Robert J. Recla, an undivided 1/4 interest, both as tenants in common,

"Grantor(s)", of Malheur County, State of Oregon, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, "Grantee"), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

**Overhead Facilities:** Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers and other attachments and incidental equipment thereon and appurtenances, (all of the foregoing collectively being referred to as the "Facilities"), together with the Grantee's right to permit the attachment of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of "Facilities"), over, on, and across the premises belonging to Grantor(s) in Malheur County, State of Oregon, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor's other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee's expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee's use, occupation, or enjoyment of this easement, and (ii) the right, at Grantee's expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee's Facilities on, over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

A strip of land twenty feet wide, ten feet on each side of a centerline lying within the South 1/2 of the Northwest 1/4 of Section 15, Township 19 South, Range 44 East, Willamette Meridian, Malheur County, Oregon, said centerline being more particularly described as follows:

Commencing at the Northwest corner of said Section 15;

Thence South 01° 21' 15" West a distance of 1468.52 feet to a point;

Thence North 90° 00' 00" East a distance of 30.91 feet to the TRUE POINT OF BEGINNING;

Thence North 88° 51' 08" East a distance of 93.30 feet to a point;

Thence South 89° 59' 10" East a distance of 1199.71 feet to a point herein known as point "A;"

Thence North 88° 32' 30" East a distance of 27.08 feet to a point;

And also from Said point "A;"

Thence North 28° 36' 27" East a distance of 103.82 feet to the POINT OF TERMINUS.





M02787FH	RUETH NJ	T5N-R5W SEC 11 T6N-R5W SEC 34 NE/4 , SEC 34 NW/4 (AS-TO AN UNDIVIDED 50% INTEREST)	9/27/2006	2006099032
M02788FH	RUETH R/V	T5N-R5W SEC 11 T6N-R5W SEC 34 (AS-TO AN UNDIVIDED 50% INTEREST)	9/27/2006	2006099031
M02788FH	RUETH R/V	T6N-R5W SEC 34 NW/4	9/27/2006	2006099031
M02789FH	HILLIARD W/J	T5N-R5W SEC 3 NW/4	6/30/2006	2006099027
M02790FH	HILLIARD W/S	T6N-R5W SEC 28 SW/4 T5N-R5W SEC 3 NE/4 , SEC 3 NW/4	6/30/2006	2006099026
M02791FH	KLAHR FARMS, INC.	T6N-R5W SEC 33 S/2	6/29/2006	2006099025
M02791FH	KLAHR FARMS, INC.	T6N-R5W SEC 33 S/2	6/29/2006	2006099025
M02792FH	PARMA FURNITURE CO	T6N-R5W SEC 32 NE/4 , SEC 33 NW/4	6/30/2006	2006098725
M02793FH	4-G'S INC.	T5N-R5W SEC 2 NW/4 , SEC 3 SE/4 , SEC 4 , SEC 11 SE/4 , SEC 12 SW/4 , SEC 12 NW/4	4/26/2006	2006098724





# Oregon

Kate Brown, Governor

## Water Resources Department

North Mall Office Building

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Salem, OR 97301

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Fax: 503-986-0904

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*nbp*

### Idaho Leases (Boise Meridian)

M02602FH	LISLE ET AL	T8N-R5W SEC 35, SEC 36 SW/4	3/22/2006	340696
M02602FH	LISLE ET AL	T8N-R5W SEC 35 (AS-TO AN UNDIVIDED 50% MINERAL INTEREST)	3/22/2006	340696
M02603FH	HENRY/STARR TRUST	T7N-R5W SEC 5 T8N-R5W SEC 32 SE/4	3/29/2006	340697
M02776FH	BAY D/D	T6N-R5W SEC 29, SEC 34	5/25/2006	2006099022
M02777FH	KLETKE J/P	T5N-R5W SEC 2 NE/4 T6N-R5W SEC 33 SE/4	6/10/2006	2006099023
M02778FH	WALSH C	T5N-R5W SEC 3	7/24/2006	2006099029
M02779FH	KETTERLING R/J	T5N-R5W SEC 2 SE/4	7/28/2006	2006099030
M02780FH	GOTSCH W/P	T5N-R5W SEC 2 SE/4	6/28/2006	2006099024
M02781FH	J&S FARMS	T5N-R5W SEC 3	7/24/2006	2006099028
M02784FH	STEWART E	T5N-R5W SEC 2 SE/4	10/12/2006	2006099035
M02785FH	PIERCY/PLAZA	T6N-R5W SEC 28 NW/4, SEC 28 SW/4, SEC 29 SE/4, SEC 29 NE/4	9/26/2006	2006099034
M02786FH	RUETH H/K	T6N-R5W SEC 27 SE/4, SEC 27 SW/4, SEC 34	9/27/2006	2006099033

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MALHEUR COUNTY, OREGON

2015-0562





Lease Number	Lessor	Description	Lease Date	Index Number
M02800FH	WINEBARGER B	T18S-R46E SEC 32 SE/4 (AS-TO AN UNDIVIDED 50% INTEREST)	9/13/2006	2006-9338
M02800FH	WINEBARGER B	T19S-R46E SEC 5 (AS-TO AN UNDIVIDED 25% INTEREST)	9/13/2006	2006-9338
M02801FH	WINEBARGER L	T18S-R46E SEC 32 SE/4(AS-TO AN UNDIVIDED 50% INTEREST)	9/13/2006	2006-9337
M02801FH	WINEBARGER L	T19S-R46E SEC 5 (AS-TO AN UNDIVIDED 25% INTEREST)	9/13/2006	2006-9337
M02802FH	HALL A	T18S-R46E SEC 32 NE/4	10/10/2006	2006-9340





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Lease Number	Lessor	Description	Lease Date	Index Number
		50% INTEREST)		
M02600FH	JM&L INVESTMENTS	T18S-R46E SEC 34 NW/4 (AS-TO AN UNDIVIDED 25% INTEREST)	2/16/2006	2006-9030
M02794FH	HERRIMAN R/R	T15S-R45E SEC 4, SEC 5, SEC 9, SEC 7, SEC 8 NE/4 (AS-TO AN UNDIVIDED 40% INTEREST)	7/20/2006	2006-9331
M02794FH	HERRIMAN R/R	T18S-R46E SEC 9 SW/4 (AS-TO AN UNDIVIDED 50% INTEREST)	7/20/2006	2006-9331
M02794FH	HERRIMAN R/R	T18S-R46E SEC 8 E/2, SEC 9 SW/4, SEC 16 NW/4, SEC 16 NE/4	7/20/2006	2006-9331
M02795FH	HERRIMAN R	T15S-R45E SEC 4, SEC 5, SEC 9, SEC 7, SEC 8 NE/4 (AS-TO AN UNDIVIDED 60% INTEREST)	7/20/2006	2006-9332
M02796FH	WETTSTEIN FARMS	T18S-R46E SEC 25 SE/4, SEC 36 NE/4 T18S-R47E SEC 29, SEC 30 E/2, SEC 31 E/2, SEC 32, SEC 33 SW/4	9/1/2006	2006-9333
M02797FH	TRENKEL F/P	T18S-R46E SEC 12 SW/4, SEC 21 NW/4, SEC 22 NE/4	9/2/2006	2006-9335
M02798FH	TRENKEL H/I	T18S-R46E SEC 21 SE/4	9/2/2006	2006-9334
M02799FH	TRENKEL FARMING	T18S-R46E SEC 11 E/2, SEC 21 E/2, SEC 22 N/2	9/2/2006	2006-9336

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MALHEUR COUNTY, OREGON

2015-0562





Lease Number	Lessor	Description	Lease Date	Index Number
		SEC 16 SW/4 T17S-R44E SEC 31 SE/4 T18S-R44E SEC 6 NE/4 T19S-R44E SEC 11 S/2 (AS-TO AN UNDIVIDED 25% INTEREST)		
M02600FH	JM&L INVESTMENTS	T19S-R43E SEC 7 SE/4 , SEC 16 NW/4, SEC 16 SW/4 (AS-TO AN UNDIVIDED 12.5% INTEREST)	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T19S-R43E SEC 16 SW/4 , SEC 30 (AS-TO AN UNDIVIDED 37.5% INTEREST)	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T18S-R43E S EC 12 NW/4 , SEC 12 NE/4 (AS-TO AN UNDIVIDED 16.67% INTEREST)	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T19S-R44E SEC 36 SW/4 (AS-TO AN UNDIVIDED 50% INTEREST)	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T16S-R45E SEC 5 SE/4 T17S-R45E SEC 2 SE/4 T15S-R46E SEC 16 SW/4 , SEC 17 SE/4 T17S-R46E SEC 11 (AS-TO AN UNDIVIDED	2/16/2006	2006-9030





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Lease Number	Lessor	Description	Lease Date	Index Number
		SEC 13 SW/4 , SEC 14 NE/4 , SEC 14 NW/4 , SEC 14 SW/4 (AS-TO AN UNDIVIDED 50% MINERAL INTEREST)		
M02431FH	BETTIS/LOVAAS/ KILL	T17S-R46E  SEC 26 SW/4 (AS-TO AN UNDIVIDED 33.34% MINERAL INTEREST)	5/25/2006	2006-6580
M02600FH	JM&L INVESTMENTS	T17S-R43E  SEC 11 SW/4 , SEC 14 NW/4  T20S-R43E  SEC 14 SE/4  T17S-R44E  SEC 26, SEC 31 SE/4  T18S-R44E  SEC 6 NE/4	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T16S-R46E  SEC 18 SE/4  T17S-R46E  SEC 11 SE/4 , SEC 14 NE/4 , SEC 21 SW/4 , SEC 21 SE/4 , SEC 23 SW/4  T18S-R46E  SEC 4 SE/4  T19S-R46E  SEC 9 NE/4 , SEC 9 SW/4 , SEC 9 SE/4 , SEC 10 NW/4 , SEC 17 NE/4 , SEC 17 NW/4 , SEC 17 SW/4	2/16/2006	2006-9030
M02600FH	JM&L INVESTMENTS	T17S-R43E  SEC 5 SE/4  T20S-R43E	2/16/2006	2006-9030

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MALHEUR COUNTY, OREGON

2015-0562





Lease Number	Lessor	Description	Lease Date	Index Number
		SEC 17 SW/4, SEC 18 , SEC 19 E/2, SEC 20 NW/4		
M02430FH	DOW N ET AL	T17S-R46E  SEC 2 , SEC 3 , SEC 4 , SEC 7 , SEC 8 SE/4 , SEC 9 NE/4 , SEC 10 N/2 , SEC 11 , SEC 16 N/2 , SEC 17 , SEC 18 SE/4 , SEC 19 E/2 , SEC 20 NW/4  T18S-R46E SEC 5 (AS-TO AN UNDIVIDED 50% MINERAL INTEREST)	2/16/2006	2006-6579
M02430FH	DOW N ET AL	T17S-R45E  SEC 12 SE/4 , SEC 13 E/2 , SEC 13 NW/4 , SEC 13 SW/4 , SEC 13 SE/4 , SEC 24 NE/4 , SEC 25 SE/4  T17S-R46E  SEC 18 , SEC 19 , SEC 20 SW/4 , SEC 29 NW/4 , SEC 29 SW/4 , SEC 30 , SEC 31 , SEC 32 SE/4 (AS-TO AN UNDIVIDED 25% MINERAL INTEREST)	2/16/2006	2006-6579
M02430FH	DOW N ET AL	T17S-R46E  SEC 26 SW/4 (AS-TO AN UNDIVIDED 66.67% MINERAL INTEREST)	2/16/2006	2006-6579
M02431FH	BETTIS/LOVAAS/ KILL	T17S-R45E  SEC 1 , SEC 11 NE/4 , SEC 11 SW/4 , SEC 14 SE/4  T17S-R46E  SEC 35 NE/4  T18S-R46E  SEC 32 NW/4	5/25/2006	2006-6580
M02431FH	BETTIS/LOVAAS/ KILL	T17S-R45E  SEC 11 NE/4 , SEC 11 NW/4 , SEC 11 SE/4 , SEC 12 NE/4 , SEC 12 NW/4 , SEC 12 SW/4 , SEC 12 SE/4 ,	5/25/2006	2006-6580





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Lease Number	Lessor	Description	Lease Date	Index Number
		SEC 3 SE/4, SEC 9 NE/4, SEC 9 SE/4, SEC 10 N/2, SEC 10 S/2, SEC 11 N/2, SEC 11 SW/4, SEC 11 SE/4, SEC 13 NW/4, SEC 14 NE/4		
M02424FH	CRAWFORD H	T15S-R46E  SEC 19 SW/4, SEC 28 NW/4, SEC 28 SW/4, SEC 29 NE/4, SEC 29 SE/4, SEC 32 NE/4, SEC 33 NE/4, SEC 33 NW/4, SEC 33 SE/4, SEC 35 S/2 (AS-TO AN UNDIVIDED 50% MINERAL INTEREST)	12/8/2005	2006-6577
M02425FH	MCELROY RANCHES	T17S-R43E  SEC 5 SE/4, SEC 8 SE/4, SEC 9 NE/4, SEC 9 SW/4, SEC 9 SE/4, SEC 10 NE/4, SEC 10 W/2, SEC 10 SE/4, SEC 16 N/2, SEC 17 NE/4  T18S-R43E SEC 2, SEC 3 T18S-R44E SEC 25  T18S-R47E SEC 17 NE/4	9/22/2006	2006-9339
M02425FH	MCELROY RANCHES	T17S-R43E  SEC 4 SW/4, SEC 4 SE/4 (AS-TO AN UNDIVIDED 50% INTEREST)	9/22/2006	2006-9339
M02426FH	BETTIS H	T16S-R45E  SEC 11 NE/4, SEC 12 NW/4, SEC 12 SW/4, SEC 12 SE/4  T16S-R46E SEC 7	1/10/2006	2006-6578
M02426FH	BETTIS H	T16S-R45E  SEC 2 SE/4, SEC 11 SE/4 (AS-TO AN UNDIVIDED 50% MINERAL INTEREST)	1/10/2006	2006-6578
M02430FH	DOW N ET AL	T17S-R45E  SEC 1  T17S-R46E  SEC 7, SEC 8 NE/4, SEC 9, SEC 11,	2/16/2006	2006-6579





# Schedule "A"

Attached to and made part of an Assignment of Freehold Leases dated the 15th day of January, 2015 between Trident USA Corp. as Assignor and AM Idaho LLC as Assignee.

## Oregon Leases (Willamette Meridian)

Lease Number	Lessor	Description	Lease Date	Index Number
M02422FH	DEHAVEN D	T16S-R46E  SEC 12 SW/4, SEC 12 SE/4, SEC 13 NE/4, SEC 13 NW/4, SEC 13 SW/4, SEC 13 SE/4, SEC 14 S/2, SEC 15 SW/4, SEC 15 SE/4, SEC 21 N/2, SEC 22 NE/4, SEC 22 NW/4, SEC 22 S/2 SEC 23 N/2, SEC 23 SW/4, SEC 23 SE/4, SEC 24 N/2, SEC 24 S/2 T16S-R47E  SEC 7 SE/4, SEC 18 NE/4, SEC 18 NW/4, SEC 18 SW/4, SEC 19	11/15/2005	2005-8961
M02423FH	MCBRIDE L	T16S-R46E  SEC 7 SE/4, SEC 8 NW/4, SEC 8 SW/4, SEC 17, SEC 19, SEC 20 NE/4, SEC 20 NW/4, SEC 20 SW/4, SEC 20 SE/4, SEC 21 S/2, SEC 28 NE/4, SEC 28 NW/4, SEC 28 SW/4, SEC 28 SE/4, SEC 29 N/2, SEC 29 SW/4, SEC 29 SE/4, SEC 30, SEC 32 NE/4, SEC 32 NW/4, SEC 32 SW/4, SEC 32 SE/4, SEC 33 SW/4, SEC 34 NW/4, SEC 34 SW/4  T17S-R45E  SEC 5 NW/4, SEC 5 SW/4, SEC 6  T17S--R46E  SEC 4, SEC 5, SEC 6 SE/4, SEC 7  T15S-R45E SEC 30	12/8/2005	2006-6576
M02424FH	CRAWFORD H	T15S-R46E SEC 17, SEC 34 NE/4, SEC 34 SE/4, SEC 35 NW/4, SEC 36  T16S-R46E SEC 2, SEC 3 NE/4,	12/8/2005	2006-6577





# Oregon

Kate Brown, Governor

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Salem, OR 97301

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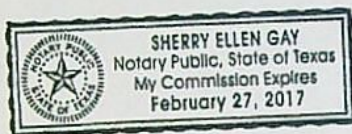
[www.Oregon.gov/OWRD](http://www.Oregon.gov/OWRD)

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of January, 2015, by F. David Murrell, Vice President – Land of AM Idaho, LLC, a limited liability company, on behalf of said limited liability company.



*Sherry Ellen Gay*  
Notary Public – State of Texas





3. The Assignee hereby covenants with the Assignor that the Assignee shall, as of the Effective Date, indemnify and save harmless the Assignor from the payment of all future rents and royalties and from the observance and performance of the covenants, conditions and agreements in the Leases, but only to the extent of the Assigned Interest.
4. The Assignor shall from time to time and at all times hereafter, at the request and cost of the Assignee, but without further consideration, do and perform all such acts and things and execute all such deeds, documents and writings and give all such further assurances as the Assignee shall reasonably require.
5. Notwithstanding anything herein contained or implied, the Assignor makes no representation or warranty as to the lessor's title to the Lands and the leased substances.
6. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. This Assignment may be executed in one or more counterparts each of which shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on all parties to this Assignment. A faxed copy of the executed Assignment will be deemed an original.

IN WITNESS whereof the parties hereto have executed this Agreement as of the day and year first above written.

TRIDENT USA CORP.

By: [Signature]  
 Name: ALAN WITHEY  
 Title: PRESIDENT & CEO  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

AM IDAHO LLC

By: [Signature]  
 Name: F. David Murrell  
 Title: Vice President - Land  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

CITY OF CALGARY

§

§

PROVINCE OF ALBERTA, CANADA

§

This instrument was acknowledged before me on the 16<sup>th</sup> day of JANUARY, 2015, by ALAN WITHEY, as PRESIDENT AND CEO of Trident USA Corp., on behalf of said corporation.

[Signature]  
 MICHAEL TIMOTHY SYER  
 Barrister & Solicitor  
 Notary Public - Province of Alberta





# Oregon

RETURN TO:  
Kate Brown, Governor  
WADE MOORE III, ALTA MESA  
HOLDINGS  
250 BOBWHITE CT SUITE 240  
BOISE, ID 83708

Water Resources Department  
North Mall Office Building  
725 Summer St NE, Ste A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

## ASSIGNMENT OF FREEHOLD LEASES

STATE OF IDAHO

§

COUNTIES OF PAYETTE AND CANYON

§

STATE OF OREGON

§

COUNTY OF MALHEUR

§

This Assignment dated the 15th day of January, 2015.

BETWEEN:

**TRIDENT USA CORP.**, a corporation having an office in the City of Calgary, in the Province of Alberta, Canada (hereinafter referred to as the "Assignor")

- and -

**AM IDAHO LLC**, a limited liability company having an office in the City of Houston, Texas, USA (hereinafter referred to as the "Assignee")

WHEREAS the Assignor is the holder of the lessee's interest under those certain oil and gas leases set forth and described in the attached Schedule "A", and all amendments thereto (hereinafter referred to as the "Leases"); and

WHEREAS the Assignor has agreed to assign to the Assignee its entire undivided interest in the Leases and the lands subject thereto (hereinafter referred to as the "Lands") all as more particularly described in Schedule "A" (hereinafter referred to as the "Assigned Interest"), effective as of the date hereof (hereinafter referred to as the "Effective Date").

NOW THEREFORE in consideration of the premises and of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor), the parties hereto agree as follows:

1. Assignor hereby assigns to the Assignee the Assigned Interest in and to the Lands and the Leases, to have and to hold the same unto the Assignee subject to the payment of the rents and royalties and the performance and observance of the covenants, conditions and stipulations in the Leases but only to the extent of the Assigned Interest.
2. The Assignor hereby covenants with the Assignee that the Assignor has good right, full power and absolute authority to assign the Leases as they relate to the Lands and the leased substances thereby demised, and that all obligations on the part of the Assignor express or implied under the Leases which have accrued prior to the Effective Date, have been fully performed. The Assignor does not, however, purport, promise or agree to convey any better title than that which the Assignor acquired or is entitled to acquire.

MALHEUR COUNTY, OR 2015-0562

DASSIGN LEASE 02/23/2015 02:05 PM

Cnt=1 Pgs=12 Total:\$107.00



00028220201500005620120121

I, Deborah R. DeLong, County Clerk for Malheur County, Oregon certify that the instrument identified herein was recorded in the Clerk records.

Deborah R. DeLong - County Clerk



## SMITH Tamera L \* WRD

---

**From:** steve skookumwater.com <steve@skookumwater.com>  
**Sent:** Tuesday, November 9, 2021 11:29 AM  
**To:** SMITH Tamera L \* WRD  
**Cc:** Steve Boon; Stephen Recla; Howard, Elizabeth E.; Rae Anderson  
**Subject:** T-13800 Revisions Requested in November 9, 2021 WRD Letter  
**Attachments:** T-13800 Well Corrections Transmittal.pdf

Hi Tamera,

Attached are the revised Table 1 and Water Well Reports for MALH 1821 and MALH 1823 as requested in your November 9, 2021 letter to Stephen S. and Robert J. Recla.

Please let me know if you have any questions or need additional information.

Thank you,  
Steve



Steven R. Bruce, RG, LHg, CWRE  
1626 Victorian Way  
Eugene, OR 97401  
(503) 319-8926  
[www.skookumwater.com](http://www.skookumwater.com)



**SKOOKUM**  
WATER ASSOCIATES INC  
**TRANSMITTAL LETTER**

**To:** Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301

**Date:** November 9, 2021

**Attn:** Tamara Smith via email

**Job Number:** 10176.001

**RE:** Transfer Application T-13800

**We are sending:**

Number of Copies	Date	Description
1	11/9/2021	Revised Table 1 for Transfer T-13800
1	1965	Water Well Report MALH 1821
1	1965	Water Well Report MALH 1823

**The above are transmitted as indicated below:**

☐ For Signature                      ☐ For Your Use                      ☒ As Requested  
☐ For Review and Comment                      ☐ Other (see comments)                      ☐ Returned to You

**Delivery method:**

☐ U.S. Mail                      ☐ Overnight Mail                      ☒ Email

**Comments:**

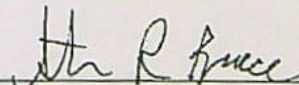
Tamara,

We are providing the attached documents in response to your November 9, 2021 letter to Stephen S. and Robert J. Recla regarding Transfer T-13800.

Thank you,

cc. Stephen Recla (via email)  
Steven Boon (via email)  
Elizabeth Howard (via email)

Signed



Steven R. Bruce, RG, CWRE

**RECEIVED**

NOV 9 2021

**OWRD**



## Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 42665

### Description of Water Delivery System

System capacity: At least 1.70 cubic feet per second (based on 0.78 cfs for Well 1 and 0.92 cfs for the Well 2 booster pump) (cfs) OR

\_\_\_\_\_ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. Two wells are used to appropriate groundwater to operate sprinklers and a portion of a pivot and to flood irrigate.

Well 1 has a 25-hp submersible pump. The well was recently tested and yielded 350 gpm (0.78 cfs).

Well 2 had a 15-hp centrifugal pump and a 20-hp booster pump. The online calculator available to CWREs indicates the theoretical capacity of the 15-hp pump in the well is 1.16 cfs (approximately 520 gpm), assuming an operating pressure of 20 psi and a pumping lift of 35 feet. The theoretical capacity of the 20-hp booster pump is 0.92 cfs (approximately 413 gpm), assuming an operating pressure of 60 psi.

There are three wheel lines that each have 33 nozzles that deliver 5 gpm/nozzle, for a total of 495 gpm (1.1 cfs). The pivot is rated for 950 gpm (2.1 cfs). The main concrete-lined ditch for flood irrigation is 46 inches wide at the top, 10.5 inches wide at the bottom and 18-inches deep. The Department's online calculators available to CWREs indicates the ditch capacity would be 4.6 cfs assuming a fall of 6 inches per 1,000 feet.

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)  
(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or Is It Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L- )	Twp	Rng	Sec	¼	¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	<u>VB 11/9/21</u> <u>MALH-1817</u> <u>1821</u>	19 S	44 E	11	NW	SW	1100	1380 ft N and 60 ft E from SW corner, Section 11
Well 2	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	<u>VB 11/9/21</u> <u>MALH-1816</u> <u>1823</u>	19 S	44 E	11	SW	SW	1200	900 ft N and 870 ft E from SW corner, Section 11
Well 3	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	<u>MALH 2821</u> <u>AND MALH</u> <u>51499</u>	19 S	44 E	10	NW	SW	1100	2450 ft N and 200 ft E from SW corner, Section 10
Well 4	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	<u>MALH 1812</u>	19 S	44 E	10	NW	SW	1100	3320 ft N and 40 ft E from SW corner, Section 10
Well 5	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	—	19 S	44 E	10	NW	SE	1200	1340 ft N and 2470 ft W from SE corner, section 10

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

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Well 1  
OWRD



**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A  
SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **136196**

INVOICE # \_\_\_\_\_

RECEIVED FROM: Western Valley Farms LLC

BY: \_\_\_\_\_

APPLICATION	
PERMIT	
TRANSFER	<u>T-13800</u>

CASH: ☐ CHECK # 24394 OTHER: (IDENTIFY) ☐ \_\_\_\_\_

TOTAL REC'D \$ 4840.00

**1083 TREASURY 4170 WRD MISC CASH ACCT**

0407 COPIES \$ \_\_\_\_\_

OTHER: (IDENTIFY) \_\_\_\_\_ \$ \_\_\_\_\_

0243 I/S Lease \_\_\_\_\_ 0244 Muni Water Mgmt. Plan \_\_\_\_\_ 0245 Cons. Water \_\_\_\_\_

**4270 WRD OPERATING ACCT**

**MISCELLANEOUS**

0407 COPY & TAPE FEES \$ \_\_\_\_\_

0410 RESEARCH FEES \$ \_\_\_\_\_

0408 MISC REVENUE: (IDENTIFY) \_\_\_\_\_ \$ \_\_\_\_\_

TC162 DEPOSIT LIAB. (IDENTIFY) \_\_\_\_\_ \$ \_\_\_\_\_

0240 EXTENSION OF TIME \$ \_\_\_\_\_

**WATER RIGHTS:**

0201 SURFACE WATER \$ \_\_\_\_\_ 0202 \$ \_\_\_\_\_

0203 GROUND WATER \$ \_\_\_\_\_ 0204 \$ \_\_\_\_\_

0205 TRANSFER \$ 4840.00

**WELL CONSTRUCTION**

0218 WELL DRILL CONSTRUCTOR \$ \_\_\_\_\_ 0219 \$ \_\_\_\_\_

**LANDOWNER'S PERMIT**

0220 \$ \_\_\_\_\_

OTHER (IDENTIFY) \_\_\_\_\_

**0536 TREASURY 0437 WELL CONST. START FEE**

0211 WELL CONST START FEE \$ \_\_\_\_\_ CARD# \_\_\_\_\_

0210 MONITORING WELLS \$ \_\_\_\_\_ CARD# \_\_\_\_\_

OTHER (IDENTIFY) \_\_\_\_\_

**0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER**

0233 POWER LICENSE FEE (FW/WRD) \$ \_\_\_\_\_

0231 HYDRO LICENSE FEE (FW/WRD) \$ \_\_\_\_\_

HYDRO APPLICATION \$ \_\_\_\_\_

**TREASURY OTHER / RDX**

FUND \_\_\_\_\_ TITLE \_\_\_\_\_

OBJ. CODE \_\_\_\_\_ VENDOR # \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

**RECEIVED  
OVER THE COUNTER**

RECEIPT: **136196**

DATED: 8-20-2001 BY: Mindy Cuth



# Application for Permanent Water Right Transfer

## Part 1 of 5 – Minimum Requirements Checklist



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

**This transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.**

For questions, please call (503) 986-0900, and ask for Transfer Section.

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Check all items included with this application. (N/A = Not Applicable)

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Transfer Application Map Checklist.
- ☒ Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at: [http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator). If you have questions, call Customer Service at (503) 986-0801.
- ☒ Part 4 – Completed Applicant Information and Signature.
- ☒ Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: 42665**

Please include a separate Part 5 for each water right. (See instructions on page 6)

### Attachments:

- ☒ Completed Transfer Application Map.
- ☒ Completed Evidence of Use Affidavit and supporting documentation.
- ☐ ☒ N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land the water right is on.)
- ☐ ☒ N/A Supplemental Form D – For water rights served by or issued in the name of an irrigation district. Complete when the transfer applicant is not the irrigation district.
- ☒ ☐ N/A Oregon Water Resources Department's Land Use Information Form with approval and signature (or signed land use form receipt stub) from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if all of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- ☒ ☐ N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
- ☐ ☒ N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500' from the surface water source and more than 1000' upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

### (For Staff Use Only)

#### WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

- |  |  |
|--|--|
| <input type="checkbox"/> Application fee not enclosed/insufficient | <input type="checkbox"/> Map not included or incomplete                  |
| <input type="checkbox"/> Land Use Form not enclosed or incomplete  | <input type="checkbox"/> Evidence of Use Form not enclosed or incomplete |
| <input type="checkbox"/> Additional signature(s) required          | <input type="checkbox"/> Part _____ is incomplete                        |

Other/Explanation \_\_\_\_\_

Staff: \_\_\_\_\_ 503-986-0 \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



### Part 3 of 5 – Fee Worksheet

[illegible]

\*Example for Line 5a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

1. For irrigation calculate cfs for each water right involved as follows:
  - a. Divide total authorized cfs by total acres in the water right (*for C12345, 1.25 cfs ÷ 100 ac*); then multiply by the number of acres to be transferred to get the transfer cfs (*x 45 ac = 0.56 cfs*).
  - b. If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). (*For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs*)
2. Add cfs for the portions of water rights on all the land included in the transfer; however **do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land**. The fee should be assessed only once for each "on the ground" acre included in the transfer. (*In this example, blank 5a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 5b would be 0 and Line 5 would then also become 0*).

FEE WORKSHEET for SUBSTITUTION			
1	Base Fee (includes change to one well)	1	\$990.00
	Number of wells included in substitution _____ (2a) Subtract 1 from the number in 2a above: _____ (2b) <i>If only one well this will be 0</i>		
2	Multiply line 2b by \$480 and enter » » » » » » » » » » » » » » »	2	
3	Add entries on lines 1 through 2 above » » » » » » <b>Fee for Substitution:</b>	3	NA



# Part 4 of 5 – Applicant Information and Signature

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APPLICANT/BUSINESS NAME <b>Stephen S. Recla and Robert J. Recla</b>		PHONE NO. <b>212-9077</b> <b>(541) 473-5127</b> <b>(Stephen Recla)</b>	ADDITIONAL CONTACT NO. <b>8-12-21</b> <b>OWRD</b>
ADDRESS <b>3550 Recla Drive</b>		FAX NO.	
CITY <b>Vale</b>	STATE <b>OR</b>	ZIP <b>97918</b>	E-MAIL <b>reclastephen@gmail.com</b>
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.			

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

AGENT/BUSINESS NAME <b>Elizabeth Howard Schwabe, Williamson &amp; Wyatt</b>		PHONE NO. <b>(503) 796-2093</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>1211 SW 5<sup>TH</sup> AVENUE, SUITE 1200</b>		FAX NO.	
CITY <b>PORTLAND</b>	STATE <b>OR</b>	ZIP <b>97204</b>	E-MAIL <b>ehoward@schwabe.com</b>
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.			

Explain in your own words what you propose to accomplish with this transfer application, and why:  
We are requesting authorization to transfer 13.1 acres of irrigation water rights to agriculture use for a dairy and to add up to 3 new points of appropriation.

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

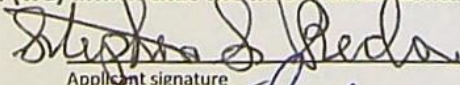
## Check One Box

- ☒ By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5); OR
- ☐ I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; OR
- ☐ I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

By my signature below, I confirm that I understand:

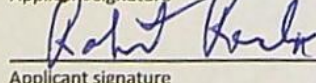
- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: The Malheur Enterprise.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).

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

  
Applicant signature

**Stephen S. Recla, Landowner**  
Print Name (and Title if applicable)

**8-12-21**  
Date

  
Applicant signature

**Robert J. Recla, Landowner**  
Print Name (and Title if applicable)

**8-12-21**  
Date

13800



Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? ☒ Yes ☐ No If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.

Check the following boxes that apply:

- ☐ The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.
- ☒ The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.
- ☐ Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold? ☒ Yes ☐ No

If YES, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a request for assignment will have to be filed for at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see:

[https://www.oregon.gov/owrd/WRDFormsPDF/Transfer\\_Property\\_Transactions.pdf](https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf)

RECEIVING LANDOWNER NAME <b>WESTERN VALLEY FARMS LLC ATTN: STEVEN BOON</b>		PHONE NO. <b>(360) 661-1316</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>20616 Bulson Road</b>		FAX NO.	
CITY <b>Mount Vernon</b>	STATE <b>WA</b>	ZIP <b>98274</b>	E-MAIL <b>wvfsteve@gmail.com</b>

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Describe any special ownership circumstances here: \_\_\_\_\_

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- ☒ Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (Tip: Complete and attach Supplemental Form D.)

IRRIGATION DISTRICT NAME <b>WARMSPRINGS IRRIGATION DISTRICT</b>	ADDRESS <b>334 Main Street N</b>	
CITY <b>Vale</b>	STATE <b>OR</b>	ZIP <b>97918</b>

- ☐ Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME <b>NA</b>	ADDRESS	
CITY	STATE	ZIP

 To meet State Land Use Consistency Requirements, you must list all county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME <b>Malheur County</b>	ADDRESS <b>251 B Street West #12</b>	
CITY <b>Vale</b>	STATE <b>OR</b>	ZIP <b>97918</b>

ENTITY NAME	ADDRESS	<b>13800</b>
-------------	---------	--------------



## Part 5 of 5 – Water Right Information

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Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

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CERTIFICATE # 42665

### Description of Water Delivery System

System capacity: **At least 1.70 cubic feet per second (based on 0.78 cfs for Well 1 and 0.92 cfs for the Well 2 booster pump) (cfs) OR**  
 \_\_\_\_\_ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **Two wells are used to appropriate groundwater to operate sprinklers and a portion of a pivot and to flood irrigate.**

**Well 1 has a 25-hp submersible pump. The well was recently tested and yielded 350 gpm (0.78 cfs).**

**Well 2 had a 15-hp centrifugal pump and a 20-hp booster pump. The online calculator available to CWREs indicates the theoretical capacity of the 15-hp pump in the well is 1.16 cfs (approximately 520 gpm), assuming an operating pressure of 20 psi and a pumping lift of 35 feet. The theoretical capacity of the 20-hp booster pump is 0.92 cfs (approximately 413 gpm), assuming an operating pressure of 60 psi.**

**There are three wheel lines that each have 33 nozzles that deliver 5 gpm/nozzle, for a total of 495 gpm (1.1 cfs). The pivot is rated for 950 gpm (2.1 cfs). The main concrete-lined ditch for flood irrigation is 46 inches wide at the top, 10.5 inches wide at the bottom and 18-inches deep. The Department's online calculators available to CWREs indicates the ditch capacity would be 4.6 cfs, assuming a fall of 6 inches per 1,000 feet.**

**Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)**  
 (Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp	Rng	Sec	¼	¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MALH 1817	19 S	44 E	11	NW	SW	1100	1380 ft N and 60 ft E from SW corner, Section 11
Well 2	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	MALH 1816	19 S	44 E	11	SW	SW	1200	900 ft N and 870 ft E from SW corner, Section 11
Well 3	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	MALH 2821 AND MALH 51499	19 S	44 E	10	NW	SW	1100	2450 ft N and 200 ft E from SW corner, Section 10
Well 4	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	MALH 1812	19 S	44 E	10	NW	SW	1100	3320 ft N and 40 ft E from SW corner, Section 10
Well 5	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	--	19 S	44 E	10	NW	SE	1200	1340 ft N and 2470 ft W from SE corner, section 10

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):



- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Place of Use (POU)                    | <input type="checkbox"/> Supplemental Use to Primary Use (S to P) |
| <input checked="" type="checkbox"/> Character of Use (USE)                | <input type="checkbox"/> Point of Appropriation/Well (POA)        |
| <input type="checkbox"/> Point of Diversion (POD)                         | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input checked="" type="checkbox"/> Additional Point of Diversion (APOD)  | <input type="checkbox"/> Substitution (SUB)                       |
| <input type="checkbox"/> Surface Water POD to Ground Water<br>POA (SW/GW) | <input type="checkbox"/> Government Action POD (GOV)              |

**Will all of the proposed changes affect the entire water right?**

- ☐ Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- ☒ No Complete all of Table 2 to describe the portion of the water right to be changed.

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Please use and attach additional pages of Table 2 as needed.  
See page 6 for instructions.

Do you have questions about how to fill-out the tables?  
Contact the Department at 503-986-0900 and ask for Transfer Staff.

**Table 2. Description of Changes to Water Right Certificate # 42665**

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change.  
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.													
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date				
EXAMPLE																								
2	S	9	E 15	NE	NW	100		15.0	Irrigation	POD #1 POD #2	1901	POU/POD	2	S	9	E 1	NW	NW	500	1	10.0		POD #5	1901
													2	S	9	E 2	SW	NW	500		5.0		POD #6	1901
19	S	44	E 11	SE	SW	1200	--	13.1	Irrigation	Wells 1 & 2	12/13/ 1967	POU/USE/ APOD	19	S	44	E 10	NE	SW	1100	--	NA	Agriculture	Wells 1, 2, 3, 4 & 5	12/13/ 1967
												POU/USE/ APOD	19	S	44	E 10	NW	SW	1100	--	NA	Agriculture	Wells 1, 2, 3, 4 & 5	12/13/ 1967
												POU/USE/ APOD	19	S	44	E 11	NE	SW	1100		NA	Agriculture	Wells 1, 2, 3, 4 & 5	12/13/ 1967
TOTAL ACRES:								13.1					TOTAL ACRES:								NA			

Additional remarks: This application is for a transfer of seasonal irrigation right to year-round agriculture use. To account for this change and to avoid enlargement we are seeking to transfer 0.164 cfs of the seasonal irrigation rate to a year round-rate of 0.11 cfs. The 0.11 rates is based on the following calculation using a year-round water use of 35,000 gallons per day:

- 1 Water use would be 35,000 gallons per day x 365 days/year = 12,775,000 gallons divided by 325,851 gallons/acre-foot = 39.2 acre-feet
- 3 39.2 acres divided by a 3 AF/acre duty described in the water right = 13.1 acres to be dried up
- 8 13.1 acres @ 1/80 cfs/acre as described in the water right = 0.164 cfs maximum rate under the water right during the irrigation season
- 0 0.164 cfs x 245 days/365 days = 0.164 cfs x 0.67123 = 0.110 cfs maximum rate for year-round use

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**For Place of Use or Character of Use Changes**

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? ☒ Yes ☐ No

If YES, list the certificate, water use permit, or ground water registration numbers: Warm Springs Irrigation District water rights (Certificates 45536, 45539, 48051 and/or Permit S-18547) will be transferred off the To Lands before a final order approving this transfer is issued.



Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

**For Substitution** (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # NA;

Surface water primary Certificate # NA.

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**For a change from Supplemental Irrigation Use to Primary Irrigation Use**

Identify the primary certificate to be cancelled. Certificate # NA

**For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation: OWRD**

- ☒ Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

**Tip:** You may search for well logs on the Department's web page at:

[http://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

**AND/OR**

- ☐ Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

**Table 3. Construction of Point(s) of Appropriation**

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-_____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (Intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right
Well 1	YES	--	43 ft	12 in	0 to 30	0 to 18 ft	18 to 30	10	Alluvium	0.59
Well 2	YES	--	37 ft	12 in	0 to 33	0 to 18 ft	18 to 33	10	Alluvium	0.59
Well 3*	YES	--	445 ft	6 in	+2 to 40; liner from 8 to 448	0-35 ft	268 to 428	14	Alluvium**	--
Well 4	YES	--	102 ft	6 in	+1 to 65	0 to 18	None	16	Alluvium**	--

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Well 5	No	--	+/-60 ft	12 in	+2 to +/- 30	0 to +/-20	+/-25 to 60	--	Alluvium	--
--------	----	----	----------	-------	-----------------	------------	----------------	----	----------	----

\*Based on Water Well Report MALH 2821.

\*\*The Water Supply Well Reports indicate proposed Wells 3 and 4 are completed in lacustrine sediments; however, in an April 30, 2021 telephone call, Phillip Marcy of the Department indicated to Steven R. Bruce (Skookum Water Associates Inc.) that he considers it unlikely there are two aquifers in the area and the source for these wells is probably the alluvial aquifer.

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# Application for Water Right Transfer Evidence of Use Affidavit



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.  
Supporting documentation must be attached.

State of Oregon )  
 ) ss  
County of MALHEUR)

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OWRD

I, STEPHEN RECLA in my capacity as LANDOWNER,  
mailing address RECLA DAIRY & FARMS, INC. 3550 RECLA DRIVE VALE, OR 97918  
212-9077  
telephone number (541) 473-5127, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

☒ Personal observation ☐ Professional expertise

2. I attest that:

☒ Water was used during the previous five years on the **entire** place of use for  
Certificate # 42665; **OR**

☐ My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	1/4 1/4	Gov't Lot or DLC	Acres (if applicable)

**OR**

- ☐ Confirming Certificate # \_\_\_\_\_ has been issued within the past five years; **OR**
- ☐ Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: \_\_\_\_\_ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
- ☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- ☐ Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_\_ (For Historic POD/POA Transfers)

(continues on reverse side)

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# Land Use Information Form



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

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Applicant(s): Stephen S. Recla and Robert J. Recla

Mailing Address: 3550 Recla Drive

City: Vale

State: OR

Zip Code: 97918

Daytime Phone: (541) 212-9077

## 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:
19 S	44 E	10	NE SW	1100		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Agriculture
19 S	44 E	10	NW SW	1100		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Agriculture
19 S	44 E	10	NW SE	1200		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Agriculture
19 S	44 E	11	NE SW	1100		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Agriculture

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

Malheur County

## B. Description of Proposed Use

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

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

Source of water: ☐ Reservoir/Pond    ☒ Ground Water    ☐ Surface Water (name) \_\_\_\_\_

Estimated quantity of water needed: 0.164    ☒ 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 Agriculture

Briefly describe:

We are requesting Oregon Water Resources Department authorization to transfer 13.1 acres of irrigation water rights to year-round agriculture use at the Recla dairy and to add up to three new wells (Wells 3, 4 and 5) to the existing water right. None of these changes will enlarge the existing water right or usage (enlargement is prohibited by Oregon's water law).

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

See bottom of Page 3. →



AUG 20 2021

## For Local Government Use Only

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


**Please check the appropriate box below and provide the requested information**

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): **MCC 6-3A-2(A)(1)**
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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

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

Name: Eric Evans Title: Planning Director

Signature:  Phone: 541-473-5185 Date: 08/11/2021

Government Entity: Malheur County

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

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_

City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_



August 19, 2021  
Project No. 10176.002



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301

Via UPS Delivery

**Application for a Permanent Transfer  
Water Right Certificate 42665  
Malheur County, Oregon**

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To Whom It May Concern,

Skookum Water Associates Inc. is filing this Application for a Permanent Water Right Transfer on behalf of Stephen S. Recla. The water right proposed for transfer is described in Certificate 42665. The intent of the application is to transfer 13.1 acres of irrigation rights to agriculture use in other portions of the property and to add new points of appropriation to the right.

The real property, owned by Stephen S. Recla and Robert J. Recla, is currently under a purchase and sale agreement. The buyer is Western Valley Farms LLC. Western Valley Farms LLC will be the receiving landowner when the sale closes next spring. Steven Boon is the managing member of Western Valley Farms LLC.

The enclosed application package consists of the following documents:

- An Application for Permanent Water Right Transfer signed by Stephen S. Recla and Robert J. Recla;
- An August 11, 2021 transfer application map prepared by Skookum Water Associates Inc.;
- Western Valley Farms LLC Check Number 24394, dated August 12, 2021, for \$4,840 to pay the transfer application fee;
- A Land Use Information Form signed by Malheur County Planning Department;
- A notarized Evidence of Use Form signed by Stephen S. Recla on August, 3, 2021 with supporting Evidence of Use aerial images for 2020 (Exhibit A), 2017 (Exhibit B) and 2016 (Exhibit C) prepared by Skookum Water Associates Inc.;
- Copies of Water Supply Well Reports MALH 1812, MALH 1816, MALH 1817, MALH 2821/51499;
- A Transfer Reimbursement Authority (RA) Estimate Application signed by Stephen S. Recla; and
- Western Valley Farms LLC Check Number 24395, dated August 12, 2021, for \$125 to pay for the RA estimate application.

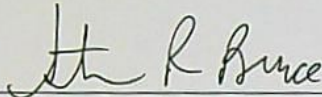
Ms. Elizabeth Howard of Schwabe, Williamson & Wyatt will be the Agent for Stephen S. Recla and Western Valley Farms LLC. Please contact her at (503) 796-2093 or [EHoward@schwabe.com](mailto:EHoward@schwabe.com) should you have any questions.



Thank you for your assistance.

Sincerely,

**SKOOKUM WATER ASSOCIATES INC.**



Steven R. Bruce, RG, CWRE  
Principal Hydrogeologist

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Enclosures

cc. Stephen S. Recla (via email)  
Steven Boon; Western Valley Farms LLC (via email)  
Elizabeth Howard; Schwabe Williamson & Wyatt (via email)



# Application for Water Right Transfer Evidence of Use Affidavit



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.  
Supporting documentation must be attached.

State of Oregon )  
 ) ss  
County of MALHEUR)

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AUG 20 2021

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I, STEPHEN RECLA in my capacity as LANDOWNER,

mailing address RECLA DAIRY & FARMS, INC. 3550 RECLA DRIVE VALE, OR 97918

telephone number (541) 212-9077 ~~473-5127~~, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

☒ Personal observation

☐ Professional expertise

2. I attest that:

☒ Water was used during the previous five years on the **entire** place of use for Certificate # 42665; **OR**

☐ My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	1/4 1/4	Gov't Lot or DLC	Acres (if applicable)

**OR**

☐ Confirming Certificate # \_\_\_\_ has been issued within the past five years; **OR**

☐ Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: \_\_\_\_ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**

☐ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

☐ Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_ (For Historic POD/POA Transfers)

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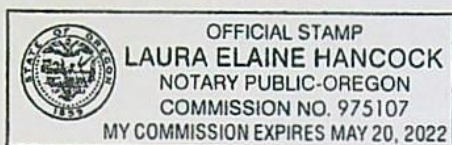
3. The water right was used for: (e.g., crops, pasture, etc.): ONIONS, CORN AND ALFALFA

4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Stephen J. Recla  
Signature of Affiant

8-3-21  
Date

Signed and sworn to (or affirmed) before me this 3 day of August, 2021.



Laura Elaine Hancock  
Notary Public for Oregon

My Commission Expires: 5/20/2022

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"><li>• Power usage records for pumps associated with irrigation use</li><li>• Fertilizer or seed bills related to irrigated crops</li><li>• Farmers Co-op sales receipt</li></ul>
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"><li>• District assessment records for water delivered</li><li>• Crop reports submitted under a federal loan agreement</li><li>• Beneficial use reports from district</li><li>• IRS Farm Usage Deduction Report</li><li>• Agricultural Stabilization Plan</li><li>• CREP Report</li></ul>
<input checked="" type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.  Sources for aerial photos: OSU – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terra-server.com">www.terra-server.com</a>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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CITY	STATE	ZIP

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## Part 2 of 5 – Transfer Application Map

Your transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- ☒ ☐ N/A Certified Water Right Examiner (CWRE) Stamp and Original Signature. For a list of CWREs, see [http://apps.wrd.state.or.us/apps/wr/cwre\\_license\\_view/](http://apps.wrd.state.or.us/apps/wr/cwre_license_view/). CWRE stamp and signature are not required for substitutions.
- ☐ ☒ N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- ☒ Permanent quality printed with dark ink on good quality paper.
- ☒ The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- ☒ A north arrow, a legend, and scale.
- ☒ The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated), the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- ☒ Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- ☒ Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- ☒ Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- ☒ Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- ☒ Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- ☒ ☐ N/A Proposed place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- ☒ Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- ☒ ☐ N/A If you are proposing a change in point(s) of diversion or well(s), show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

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AUG 20 2021

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# Land Use Information Form



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

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## NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

### This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **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
  - d) The application involves irrigation water uses only.

## NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

13800



**REIMBURSEMENT AUTHORITY  
APPLICANT'S AGREEMENT  
Contract Number: R11-320-23**

**RECEIVED**

**SEP 27 2021**

**OWRD**

This Agreement is between the **Oregon Water Resources Department**, hereafter OWRD, and Step Applicant, hereafter known together as the parties.

OWRD Information	Applicant's Information	Applicant's Representative
Contact: <b>Kelly Starnes</b> Title: Transfer Advisor Address: 725 Summer Street, NE, Suite A Salem, OR 97301-1266  Phone: 503 986-0886 Fax: 503 986-0901 Email: <a href="mailto:patrick.k.starnes@oregon.gov">patrick.k.starnes@oregon.gov</a>	Name: Stephen S. Recla Contact: Address: 3550 Recla Drive Vale, OR 97918  Phone: (541) 212-9077 Fax: Email: <a href="mailto:reclastephen@gmail.com">reclastephen@gmail.com</a>	Name: Schwabe, Williamson & Wyatt Contact: Elizabeth Howard Address: 1211 SW 5 <sup>th</sup> Avenue, Ste 1200 Portland, OR 97204  Phone: (503) 796-2093 Fax: Email: <a href="mailto:ehoward@schwabe.com">ehoward@schwabe.com</a>

**Purpose** The purpose of this Agreement is to expedite the processing of the **Transfer Application**. (**Application Number: T-13800**)

1. **Authority.** The OWRD has been authorized pursuant to ORS 536.055 to enter into a voluntary agreement with any applicant, permittee or regulated entity (collectively Applicant) for expediting or enhancing a regulatory process. In making this agreement, OWRD shall require the applicant to pay the full cost of expedited process.
2. **Restrictions.** Applicant and OWRD agree that this Agreement shall not be construed to restrict in any way the decisions and actions by OWRD. OWRD shall be free to exercise independent judgment consistent with existing laws and regulations.
3. **Effective Date and Duration.** Unless otherwise terminated by non-deposit of funds by the Applicant, this Agreement shall become effective on the date on which both parties have signed the Agreement and the full deposit of the estimated cost of the proposed service.
4. **Consideration.**
  - a. Applicant shall pay OWRD in advance for actual costs incurred by OWRD. The estimated maximum reimbursement payable to OWRD under this Agreement is **\$1,109.93**. Applicant agrees to pay the full amount of **\$1,109.93** to OWRD prior to commencement of any work stated in this Agreement. This payment will be placed in an account administered by OWRD and drawn upon as costs are actually incurred. If the actual cost of performing the work is less than payments received, OWRD will refund the unspent balance. If the actual cost of processing exceeds the estimate, the Applicant can either elect to terminate this Agreement or amend the Agreement to reflect the increase in cost.
  - b. The costs stated in this Agreement do not include the statutory application processing and filing fees.
5. **Confidentiality.** Applicant agrees that any information provided to or acquired by OWRD under this Agreement will be subject to the Oregon Public Records Law and shall be considered public records.
6. **Indemnity.** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon, OWRD, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its representatives, officers, employees, contractors, or agents under this Agreement or with respect to the expedited service. The Applicant acknowledges that the Oregon Water Resources Department cannot and does not guarantee a favorable review under the subject regulatory process.



7. **Termination.** Applicant may request to terminate this agreement only in writing at anytime during the process. The Applicant agrees to pay for the work done by OWRD up until the time of the written termination request. OWRD, upon receiving such written termination request from the Applicant, will refund any unspent balance.
8. **Funds Authorized and Available.** By its execution of this Agreement, Applicants certify that sufficient funds are authorized and available to cover the expenditures contemplated by this Agreement.
9. **Duration of Estimate.** The Estimate of Time to completion is **approximately** 120 days once this Agreement has been fully executed and payment of the estimated cost deposited. If the Applicant's Agreement is not received by the Department within thirty (30) days of mailing the Agreement, the Applicant may need to re-apply for a new estimate. NOTE: Any time estimate is approximate; No guarantee of Final Order issuance of a date is certain. Duration estimates do not include any statutory waiting periods.
10. **Completion Date.** OWRD, by the execution of this Agreement does not guarantee the completion date indicated in this Agreement. Completion date is only an estimate and may be affected by the Department's workload, issues arising from the processing of the requested services and Applicant's timely response to requests for additional information. **IMPORTANT:** Due to COVID-19 and actions taken by the State of Oregon to facilitate teleworking as a tool to help prevent the spread of the disease, Department processes for Reimbursement Authority may be unavoidably delayed.
11. **Captions.** The captions or headings in this Agreement are for the convenience only and in no way define, limit, or describe the scope, or intent, of any provision of this Agreement.
12. **Amendment and Merger.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
13. **Signatures.** All parties, by the authorized representative's signature below, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

For Applicant:

Stephen S. Beck, owner  
Name/Title:

9-12-21  
Date

For OWRD:

Dwight French - Administrator  
Dwight French - Administrator

9-29-21  
Date

Mail signed Agreement to:

Stacy Phillips  
Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266

RECEIVED

SEP 27 2021

OWRD

RECEIVED

SEP 15 2021

OWRD



**REIMBURSEMENT AUTHORITY  
APPLICANT'S AGREEMENT  
Contract Number: R11-320-23**

Original is  
in the mail

This Agreement is between the Oregon Water Resources Department, hereafter OWRD, and the Applicant, hereafter known together as the parties.

OWRD Information	Applicant's Information	Applicant's Representative
Contact: Kelly Starnes Title: Transfer Advisor Address: 725 Summer Street, NE, Suite A Salem, OR 97301-1266  Phone: 503 986-0886 Fax: 503 986-0901 Email: <a href="mailto:patrick.k.starnes@oregon.gov">patrick.k.starnes@oregon.gov</a>	Name: Stephen S. Recla Contact: Address: 3550 Recla Drive Vale, OR 97918  Phone: (541) 212-9077 Fax: Email: <a href="mailto:reclastephen@gmail.com">reclastephen@gmail.com</a>	Name: Schwabe, Williamson & Wyatt Contact: Elizabeth Howard Address: 1211 SW 5 <sup>th</sup> Avenue, Ste 1200 Portland, OR 97204  Phone: (503) 796-2093 Fax: Email: <a href="mailto:ehoward@schwabe.com">ehoward@schwabe.com</a>

**Purpose** The purpose of this Agreement is to expedite the processing of the Transfer Application. (Application Number: T-13800)

- 1. Authority.** The OWRD has been authorized pursuant to ORS 536.055 to enter into a voluntary agreement with any applicant, permittee or regulated entity (collectively Applicant) for expediting or enhancing a regulatory process. In making this agreement, OWRD shall require the applicant to pay the full cost of expedited process.
- 2. Restrictions.** Applicant and OWRD agree that this Agreement shall not be construed to restrict in any way the decisions and actions by OWRD. OWRD shall be free to exercise independent judgment consistent with existing laws and regulations.
- 3. Effective Date and Duration.** Unless otherwise terminated by non-deposit of funds by the Applicant, this Agreement shall become effective on the date on which both parties have signed the Agreement and the estimated cost of the proposed service.

**4. Consideration.**

- a. Applicant shall pay OWRD in advance for actual costs incurred by OWRD. The estimated reimbursement payable to OWRD under this Agreement is \$1,109.93. Applicant agrees to pay the full amount of \$1,109.93 to OWRD prior to commencement of any work stated in this Agreement. This payment will be placed in an account administered by OWRD and drawn upon as costs are actually incurred. If the actual cost of performing the work is less than payments received, OWRD will refund the unspent balance. If the actual cost of processing exceeds the estimate, the Applicant can either elect to terminate this Agreement or amend the Agreement to reflect the increase in cost.

- b. The costs stated in this Agreement do not include the statutory application processing and filing fees.

- 5. Confidentiality.** Applicant agrees that any information provided to or acquired by OWRD under this Agreement will be subject to the Oregon Public Records Law and shall be considered public records.
- 6. Indemnity.** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon, OWRD, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its representatives, officers, employees, contractors, or agents under this Agreement or with respect to the expedited service. The Applicant acknowledges that the Oregon Water Resources Department cannot and does not guarantee a favorable review under the subject regulatory process.

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SEP 15 2021

OWRD



7. **Termination.** Applicant may request to terminate this agreement only in writing at anytime during the process. The Applicant agrees to pay for the work done by OWRD up until the time of the written termination request. OWRD, upon receiving such written termination request from the Applicant, will refund any unspent balance.
8. **Funds Authorized and Available.** By its execution of this Agreement, Applicants certify that sufficient funds are authorized and available to cover the expenditures contemplated by this Agreement.
9. **Duration of Estimate.** The Estimate of Time to completion is **approximately 120 days** once this Agreement has been fully executed and payment of the estimated cost deposited. If the Applicant's Agreement is not received by the Department within thirty (30) days of mailing the Agreement, the Applicant may need to re-apply for a new estimate. NOTE: Any time estimate is approximate; No guarantee of Final Order issuance of a date is certain. Duration estimates do not include any statutory waiting periods.
10. **Completion Date.** OWRD, by the execution of this Agreement does not guarantee the completion date indicated in this Agreement. Completion date is only an estimate and may be affected by the Department's workload, issues arising from the processing of the requested services and Applicant's timely response to requests for additional information. **IMPORTANT:** Due to COVID-19 and actions taken by the State of Oregon to facilitate teleworking as a tool to help prevent the spread of the disease, Department processes for Reimbursement Authority may be unavoidably delayed.
11. **Captions.** The captions or headings in this Agreement are for the convenience only and in no way define, limit, or describe the scope, or intent, of any provision of this Agreement.
12. **Amendment and Merger.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.
13. **Signatures.** All parties, by the authorized representative's signature below, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

For Applicant:

Stephen S. Beck, owner  
Name/Title:

9-19-21  
Date

For OWRD:

Dwight French  
Dwight French – Administrator

9.21.21  
Date

Mail signed Agreement to:

Stacy Phillips  
Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266

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SEP 15 2021

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OREGON WATER RESOURCES DEPARTMENT  
**ACCOUNT ACTIVITY RECORD**

Account Name: Schwabe, Williamson, Wyatt

Activity Date: September 17, 2021

*Please complete and leave at the WRIG counter.*

Transaction Description	Number of items or hours	Project Name	Customer contact name	Department personnel providing service	Amount of Activity
Deposit to account					
Copying					
Faxing					
Research					
<b>Other: Reimbursement Authority Agreement Fees</b>	<b>1</b>	<b>T-13800-RA- Signed Agreement Fees R11-320-23</b>	<b>Shonee Langford Schwabe, Williamson, Wyatt</b>	<b>Stacy Phillips for Tamera Smith</b>	<b>\$1,109.93</b>

Your account may be required to provide an account project number per your accounting department. If required, please have your project number ready upon any service request.



**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

RECEIPT #

**136195**

725 Summer St. N.E. Ste. A  
SALEM, OR 97301-4172  
(503) 986-0900 / (503) 986-0904 (fax)

INVOICE #

RECEIVED FROM:

Western Valley Farms LLC

BY:

APPLICATION

PERMIT

TRANSFER

1-13800

CASH:

CHECK #

OTHER: (IDENTIFY)

☐

24395

☐

TOTAL REC'D

\$ 125.00

**1083 TREASURY**

**4170**

**WRD MISC CASH ACCT**

0407

COPIES

47124

111320-23

\$

0412

OTHER:

(IDENTIFY)

Transfer Reimbursement Authority

\$ 125.00

0243 I/S Lease

0244 Muni Water Mgmt. Plan

0245 Cons. Water

**4270 WRD OPERATING ACCT**

**MISCELLANEOUS**

0407

COPY & TAPE FEES

\$

0410

RESEARCH FEES

\$

0408

MISC REVENUE: (IDENTIFY)

\$

TC162

DEPOSIT LIAB. (IDENTIFY)

\$

0240

EXTENSION OF TIME

\$

**WATER RIGHTS:**

**EXAM FEE**

**RECORD FEE**

0201

SURFACE WATER

\$

0202

\$

0203

GROUND WATER

\$

0204

\$

0205

TRANSFER

\$

**WELL CONSTRUCTION**

**EXAM FEE**

**LICENSE FEE**

0218

WELL DRILL CONSTRUCTOR

\$

0219

\$

LANDOWNER'S PERMIT

0220

\$

OTHER

(IDENTIFY)

**0536 TREASURY**

**0437**

**WELL CONST. START FEE**

0211

WELL CONST START FEE

\$

CARD#

0210

MONITORING WELLS

\$

CARD#

OTHER

(IDENTIFY)

**0607 TREASURY**

**0467**

**HYDRO ACTIVITY**

LIC NUMBER

0233

POWER LICENSE FEE (FW/WRD)

\$

0231

HYDRO LICENSE FEE (FW/WRD)

\$

HYDRO APPLICATION

\$

**TREASURY**

**OTHER / RDX**

**RECEIVED**

**OVER THE COUNTER**

FUND

TITLE

OBJ. CODE

VENDOR #

DESCRIPTION

\$

RECEIPT:

**136195**

DATED:

8-20-2002

BY:

Mandy Corch





OREGON WATER RESOURCES DEPARTMENT  
TRANSFER REIMBURSEMENT AUTHORITY  
ESTIMATE APPLICATION



ORS 536.055 authorizes the Oregon Water Resources Department to expedite or enhance regulatory processes voluntarily requested under the agreement.

**Please contact Transfer Personnel before submitting this request; as the application fee is a non-refundable \$125.00 fee per request. Checks submitted for this application should be separate From Transfer fees.**

The purpose of this application is to obtain estimates of the cost and time required to process a Transfer Application Request. **There is a non-refundable application fee of \$125.00 per request.**

REQUEST	TYPE	FILE NUMBER
<input checked="" type="checkbox"/>	Transfer Application	Transfer Number <u>T-13800</u>

	Applicant Information	Applicant's Representative/Contact
Name:	Stephen S. Recla	Elizabeth Howard Schwabe, William-Son & Wyatt
Address:	3550 Recla Drive	1211 SW 5 <sup>th</sup> Avenue, Suite 1200
	Vale, OR 97918	Portland, OR 97204
Phone:	(541) 473-5127	(503) 796-2093
Fax:	212-9077	
E-Mail Address:	reclastephen@gmail.com	ehoward@schwabe.com

I understand the following:

- That upon receipt of my non-refundable application fee of **\$ 125.00**, OWRD will, within fourteen (14) days, notify me in writing of the estimate of costs and time frame for the expedited service.
- That this fee covers the reimbursement authority staff to evaluate and provide the estimate for processing of the request.
- That OWRD will, within fourteen (14) days, notify me in writing of the estimates of costs and time frame for the expedited service.
- That upon receiving the estimate I may agree or decline to enter into a formal contract to pay the estimated cost in advance to initiate the expedited service.
- An incomplete or inaccurate application may delay the process and increase the cost to process my request.
- Expedited processing does not guarantee a favorable review of my request.
- Send completed Application and payment to:

Oregon Water Resources Department  
Transfer Reimbursement Authority Program  
725 Summer St. NE, Suite A  
Salem, OR 97301-1271

I certify that I am the (check one):

- ☒ Applicant ☐ Applicant's Representative ☐ Other (Please specify) \_\_\_\_\_

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AUG 20 2021

OWRD

Name: Stephen S. Recla

Signature: Stephen S. Recla

OWRD USE ONLY: Reimbursement Authority Number: R11- 320 -23





# Oregon

Kate Brown, Governor

## Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

September 1, 2021

STEPHEN & ROBERT RECLA  
3550 RECLA DRIVE  
VALE, OR 97918

Reference: Application T-13800

On August 20, 2021, OWRD received your water right Permanent Transfer Application. The application was accompanied by \$4840.00. Our receipt number 136195; 136196 is enclosed.

By copy of this letter, we are asking the Watermaster for a report regarding the potential for injury to existing water rights which may be caused by the requested change. A review form will also be sent to Oregon Department of Fish and Wildlife to determine if a fish screen is needed.

This application may require publication of a notice for two consecutive weeks in a newspaper with general circulation in the area where the water right is located. If it is determined that newspaper notice will be required, the Department will prepare the notice and notify you of the cost. You will be responsible for submitting payment to the Department prior to publication of the notice.

Except as provided under ORS 540.510(3) for municipalities, you may not use water for the new use, in the new place of use or from the new point of diversion/appropriation until a final order approving the transfer application has been issued by the Department. In order to avoid any possible forfeiture of the water right, you should continue to use the water as described by your existing water right.

If the land is sold before the application is approved, the buyer's consent to the application will be required unless a recorded deed or other legal document clearly established that the water right was not conveyed in the sale.

Refer to the following page for a chart showing the steps and expected timelines for the processing of your application.

If you have any questions, please contact the Transfer Section at (503) 986-0815.

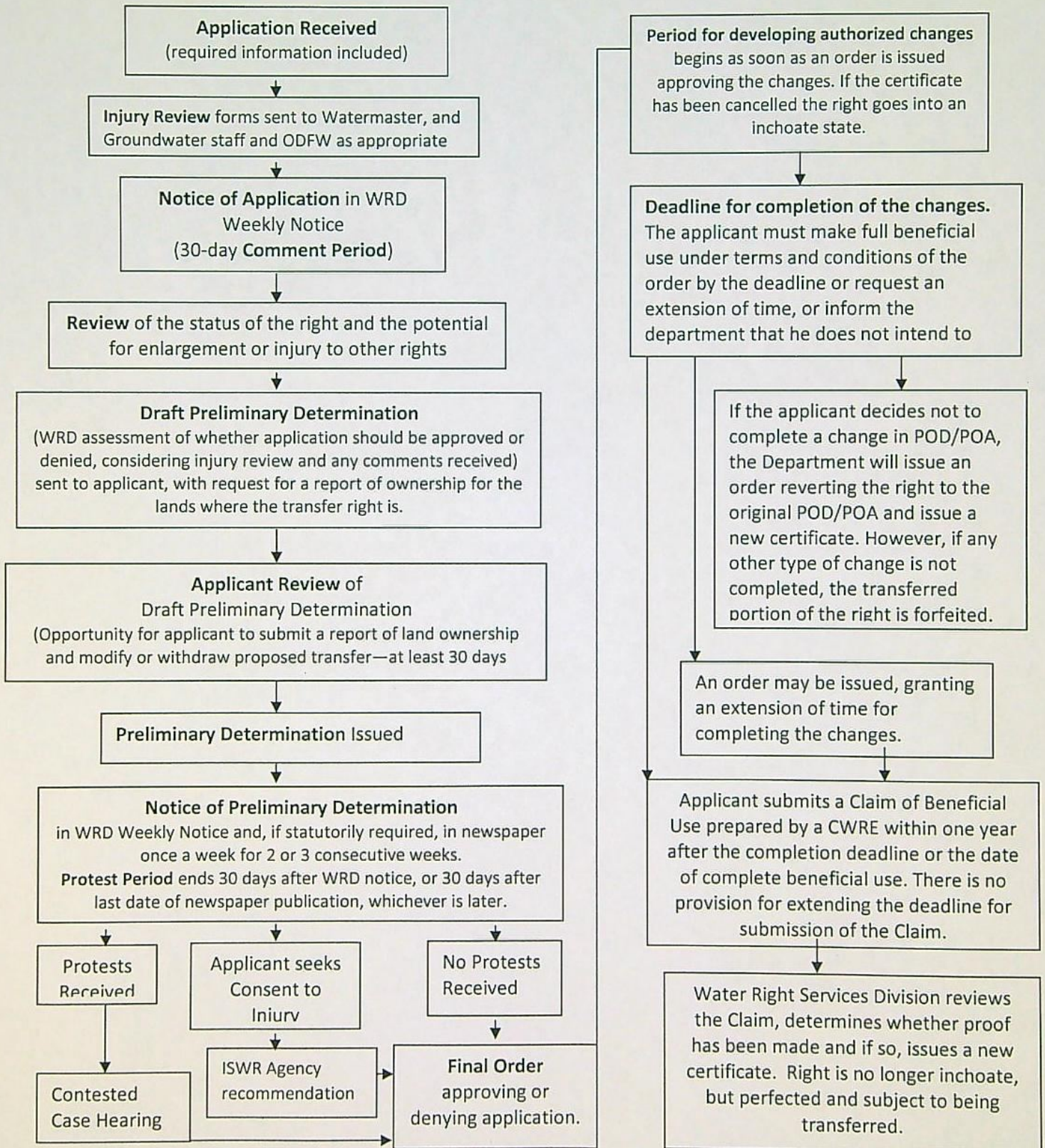
Cc: Watermaster Dist. #9, Jered L. Hoshaw (*via email*)  
Warm Springs Irrigation District  
Malheur County Planning Department  
Western Valley Farms  
Elizabeth Howard, Agent

Enclosure



## Regular Transfer Process (including "Proving Up" on the changes)

OAR 690 Division 380





Section 11, T19S, R44E, W.M.,  
Malheur County, Oregon

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AUG 20 2021

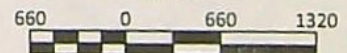
CERTIFICATE 42665 EVIDENCE OF USE  
2020

OWRD

Stephen S. Recla and Robert J. Recla



SCALE



1 INCH = 1320 FEET

August 13, 2021

13800

**SKOOKUM**  
WATER ASSOCIATES INC

1625 VICTORIAN WAY  
EUGENE, OR 97401  
(503) 319-8926

Aerial Image Source:  
USDA/NAIP  
Acquisition Date: 8/9/2020

This map is not intended to provide legal  
dimensions or locations of property  
ownership lines

Exhibit A



Section 11, T19S, R44E, W.M.,  
Malheur County, Oregon

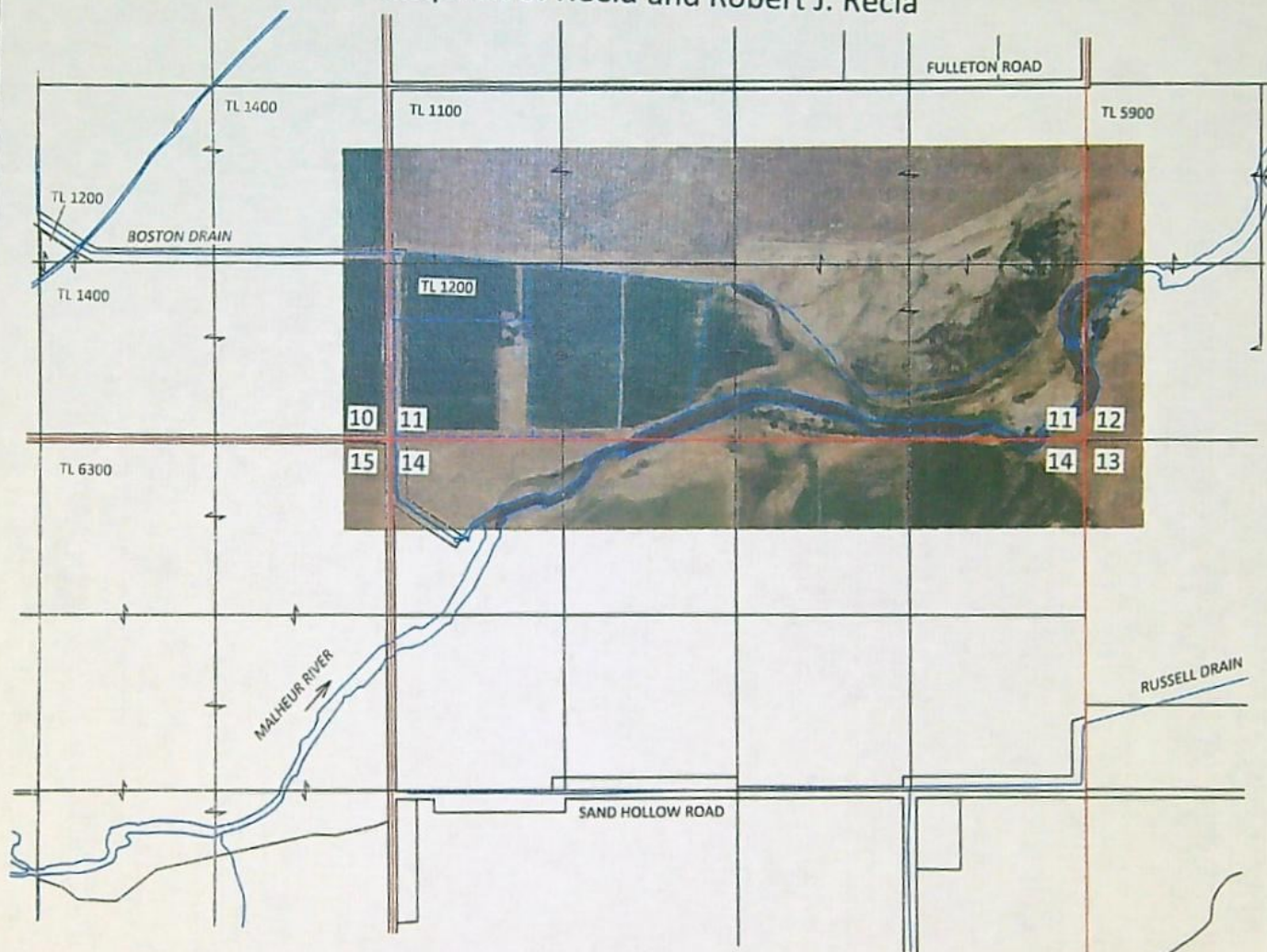
CERTIFICATE 42665 EVIDENCE OF USE  
2017

Stephen S. Recla and Robert J. Recla

RECEIVED

AUG 20 2021

OWRD



13800

**SKOOKUM**  
WATER ASSOCIATES INC

1626 VICTORIAN WAY  
EUGENE, OR 97401  
(503) 319-8926

Aerial Image Source:  
Oregon Imagery Explorer (OSIP)  
Acquisition Date: 2017

This map is not intended to provide legal  
dimensions or locations of property  
ownership lines

Exhibit B



Section 11, T19S, R44E, W.M.,  
Malheur County, Oregon

RECEIVED

AUG 20 2021

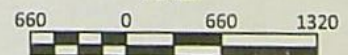
CERTIFICATE 42665 EVIDENCE OF USE  
2016

OWRD

Stephen S. Recla and Robert J. Recla



SCALE



1 INCH = 1320 FEET

August 13, 2021

This map is not intended to provide legal  
dimensions or locations of property  
ownership lines

Exhibit C

13800

**SKOOKUM**  
WATER ASSOCIATES INC

1626 VICTORIAN WAY  
EUGENE, OR 97401  
(503) 319-8926

Aerial Image Source: USDA/NAIP  
Acquisition Date: 7/16/2016







WATER WELL REPORT  
STATE OF OREGON

*Malheur*  
*1816*

RECEIVED

FEB 28 1983

State Well No. 195144E-11cd

State Permit No.

WATER RESOURCES DEPT.  
SALEM, OREGON

(1) OWNER:

Name GLENN SHIRMAN  
Address 2167 GRAVE AVENUE  
City MCKINLEYVILLE, CALIFORNIA 95521

(2) TYPE OF WORK (check):

New Well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐

If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Air ☒ Driven ☐  
Rotary Mud ☐ Dug ☐  
Cased ☐ Bored ☐

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☐ Municipal ☐  
Irrigation ☒ Test Well ☐ Other ☐  
Thermal: Withdrawal ☐ Reinjection ☐

(5) CASING INSTALLED:

Steel ☒ Plastic ☐  
Threaded ☐ Welded ☒  
12" Diam. from 0 ft. to 38 ft. Gauge 250  
" Diam. from ft. to ft. Gauge

LINER INSTALLED:

" Diam. from ft. to ft. Gauge

(6) PERFORATIONS:

Perforated ☒ Yes ☐ No  
Type of perforator used Factory  
Size of perforations 1/8 in. by 3 in.  
480 perforations from 18 ft. to 38 ft.  
perforations from ft. to ft.  
perforations from ft. to ft.

(7) SCREENS:

Well screen installed? ☐ Yes ☒ No  
Manufacturer's Name  
Type Model No.  
Diam. Slot Size Set from ft. to ft.  
Diam. Slot Size Set from ft. to ft.

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level  
Was a pump test made? ☐ Yes ☒ No If yes, by whom?  
Id: gal/min. with ft. drawdown after hrs.  
Air test 278 gal/min. with drill stem at 100 ft. 1 hrs.  
Bailer test gal/min. with ft. drawdown after hrs.  
Artesian flow g.p.m.  
Temperature of water 56° Depth artesian flow encountered ft.

(9) CONSTRUCTION:

Special standards: Yes ☐ No ☒  
Well seal—Material used Cement  
Well sealed from land surface to 18 ft.  
Diameter of well bore to bottom of seal 16 in.  
Diameter of well bore below seal 12 in.  
Number of sacks of cement used in well seal 12 sacks  
How was cement grout placed? Pressure Grouted  
Was pump installed? Type HP Depth ft.  
Was a drive shoe used? ☒ Yes ☐ No Plugs Size: location ft.  
Did any strata contain unusable water? ☐ Yes ☒ No  
Type of Water? depth of strata  
Method of sealing strata off  
Was well gravel packed? ☐ Yes ☒ No Size of gravel: ft.  
Gravel placed from ft. to ft.

(10) LOCATION OF WELL:

County MALHEUR Driller's well number  
SE 1/4 SW 1/4 Section 11 T. 19 R. 44 W.M.  
Tax Lot # 3000 Lot Blk Subdivision  
Address at well location: VALE, OREGON 97918

(11) WATER LEVEL: Completed well.

Depth at which water was first found 19 ft.  
Static level 9 ft. below land surface. Date 1/12/83  
Artesian pressure lbs. per square inch. Date

(12) WELL LOG:

Diameter of well below casing 12"  
Depth drilled 100 ft. Depth of completed well 100 ft.  
Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Top Soil	0	20	
Gravel	20	36	9
Blue Clay	36	62	
Blue sandstone	62	74	
Blue Clay	74	100	

RECEIVED

AUG 20 2021

OWRD

Work started 1/12/83 19 Completed 1/12/83 19  
Date well drilling machine moved off of well 1/12/83 19

Drilling Machine Operator's Certification:

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.  
(Signed) Winifred Date 2/10/1983  
(Drilling Machine Operator)

Drilling Machine Operator's License No. 65

Water Well Contractor's Certification:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Name PAGE BROTHERS DRILLING  
(Person, firm or corporation)  
Address RT 2 BOX 4045 VALE, OREGON 97918

(Signed) Winifred  
(Water Well Contractor)  
Contractor's License No. 564 Date 2/10/1983

NOTICE TO WATER WELL CONTRACTOR

The original and first copy of this report are to be filed with the

WATER RESOURCES DEPARTMENT  
SALEM, OREGON 97310  
within 30 days from the date of well completion.

SP\*12058-090



**WATER WELL REPORT  
STATE OF OREGON**

**RECEIVED**

FEB 28 1983

**WATER RESOURCES DEPT.  
SALEM, OREGON**

State Well No. 193/44E-11cc

State Permit No.

**(1) OWNER:**

Name **GLENN SHIRMAN**  
Address **2167 GRAVE AVENUE**  
City **MCKINLEYVILLE, CALIFORNIA** State **95521**

**(2) TYPE OF WORK (check):**

New Well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐

If abandonment, describe material and procedure in Item 12.

**(3) TYPE OF WELL:**

Rotary Air ☒ Driven ☐ Domestic ☐ Industrial ☐ Municipal ☐  
Rotary Mud ☐ Dug ☐ Irrigation ☒ Test Well ☐ Other ☐  
Cased ☐ Bored ☐ Thermal: Withdrawal ☐ Reinjection ☐

**(4) PROPOSED USE (check):**

**(5) CASING INSTALLED:**

Steel ☒ Plastic ☐  
Threaded ☐ Welded ☒  
12" Diam. from 0 ft. to 47 ft. Gauge 250  
" Diam. from ft. to ft. Gauge

**LINER INSTALLED:**

" Diam. from ft. to ft. Gauge

**(6) PERFORATIONS:**

Perforated? ☒ Yes ☐ No  
Type of perforator used **FACTORY**  
Size of perforations 1/8 in. by 3 in.  
480 perforations from 27 ft. to 47 ft.  
perforations from ft. to ft.  
perforations from ft. to ft.

**(7) SCREENS:**

Well screen installed? ☐ Yes ☒ No  
Manufacturer's Name  
Type Model No.  
Diam. Slot Size Set from ft. to ft.  
Diam. Slot Size Set from ft. to ft.

**(8) WELL TESTS:**

Drawdown is amount water level is lowered below static level  
Was a pump test made? ☐ Yes ☒ No If yes, by whom?  
Well: gal/min. with ft. drawdown after hrs.  
Air test 228 gal/min. with drill stem at 200 ft. 1 hrs.  
Bailer test gal/min. with ft. drawdown after hrs.  
Artesian flow g.p.m.  
Temperature of water 56° Depth artesian flow encountered ft.

**(9) CONSTRUCTION:**

Special standards: Yes ☐ No ☒  
Well seal—Material used **Cement**  
Well sealed from land surface to 18 ft.  
Diameter of well bore to bottom of seal 16 in.  
Diameter of well bore below seal 12 in.  
Number of sacks of cement used in well seal 8 sacks  
How was cement grout placed? **PRESSURE GROUTED**  
Was pump installed? Type HP Depth ft.  
Was a drive shoe used? ☒ Yes ☐ No Plugs Size: location ft.  
Did any strata contain unusable water? ☐ Yes ☒ No  
Type of Water? depth of strata  
Method of sealing strata off  
Was well gravel packed? ☐ Yes ☒ No Size of gravel:  
Gravel placed from ft. to ft.

**(10) LOCATION OF WELL:**

County **MALHEUR** Driller's well number  
SW 1/4 SW 1/4 Section **11** T. **19** R. **44** W.M.  
Tax Lot # **3001** Lot Blk Subdivision  
Address at well location: **VALE, OREGON 97918**

**(11) WATER LEVEL: Completed well.**

Depth at which water was first found 19 ft.  
Static level 10 ft. below land surface. Date 1/03/83  
Artesian pressure lbs. per square inch. Date

**(12) WELL LOG:**

Diameter of well below casing 12"  
Depth drilled 200 ft. Depth of completed well 200 ft.  
Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Top Soil	0	3	
Brown Sandy Clay	3	19	
Sand & Gravel W/B	19	45	10
Blue Clay	45	48	
Blue Sandstone	48	58	
Blue Clay	58	75	
Blue Sandstone	75	82	
Blue Clay	82	200	

**RECEIVED**

AUG 20 2021

**OWRD**

Work started 1/03/83 19 Completed 1/03/83 19  
Date well drilling machine moved off of well 1/03/83 19

**Drilling Machine Operator's Certification:**

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.  
(Signed) *W. J. Page* Date 2/16/83  
(Drilling Machine Operator)

Drilling Machine Operator's License No. 65

**Water Well Contractor's Certification:**

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

Name **PAGE BROTHERS DRILLING**  
(Person, firm or corporation)  
Address **RT 2/BOX 4045 VALE, OREGON 97918**

(Signed) *W. J. Page*  
(Water Well Contractor)

Contractor's License No. 564 Date 2/16/83

**NOTICE TO WATER WELL CONTRACTOR**  
The original and first copy of this report are to be filed with the

**WATER RESOURCES DEPARTMENT**  
SALEM, OREGON 97310 **13800** SP\*12658-690  
within 30 days from the date of well completion.



STATE OF OREGON  
WATER WELL REPORT  
(as required by ORS 537.765)

(MATH 2821)

195/44E/10C  
23482  
(START CARD) #

(1) OWNER: Steve Recla (RECLA FARMS)  
Name: Steve Recla (RECLA FARMS)  
Address: 3440 Recla Drive  
City: Vale State: Oregon Zip: 97918

(2) TYPE OF WORK:  
☒ New Well ☐ Deepen ☐ Recondition ☐ Abandon

(3) DRILL METHOD  
☒ Rotary Air ☐ Rotary Mud ☐ Cable  
☐ Other

(4) PROPOSED USE:  
☐ Domestic ☐ Community ☐ Industrial ☐ Irrigation  
☐ Thermal ☐ Injection ☒ Other: test dairy

(5) BORE HOLE CONSTRUCTION:  
Special Construction approval Yes No ☒ Depth of Completed Well 445 ft.  
Explosives used ☐ Type Amount

HOLE			SEAL			Amount sacks or pounds
Diameter	From	To	Material	From	To	
12	0	35	Cement	0	35	1390lbs
6	35	445				

How was seal placed: Method ☐ A ☐ B ☒ C ☐ D ☐ E  
☐ Other  
Backfill placed from ft. to ft. Material  
Gravel placed from ft. to ft. Size of gravel

(6) CASING/LINER:							
Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6	2	40		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner: 4.5	8	448		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) 40'

(7) PERFORATIONS/SCREENS:  
☒ Perforations Method: Saw  
☐ Screens Type Material

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
408	428	1/16x5	1000	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>
348	368	1/16x5	1000	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>
268	328	1/16x5	1000	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour  
☒ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian  
Yield gal/min Drawdown Drill stem at Time  
Air 50+ 212 440 3hrs  
Pump 55 212 440 4hrs

Temperature of water 67 Depth Artesian Flow Found  
Was a water analysis done? ☐ Yes By whom  
Did any strata contain water not suitable for intended use? ☐ Too little  
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other  
Depth of strata:

(9) LOCATION OF WELL by legal description:  
County: Malheur Latitude Longitude  
Township: 19S Nor S. Range: 44E E or W, WM.  
Section: 10 W 1/4 SW 1/4  
Tax Lot Lot Block Subdivision  
Street Address of Well (or nearest address) Same as Mailing

(10) STATIC WATER LEVEL:  
14 ft. below land surface. Date: 7-7-92  
Artesian pressure lb. per square inch. Date

(11) WATER BEARING ZONES:

Depth at which water was first found 28

From	To	Estimated Flow Rate	SWI
15	28	100+	14
55	403	50+	14

(12) WELL LOG: Ground elevation

Material	From	To	SWI
Brown Clay	0	15	
Sand and Gravel	15	28	
Blue Clay	28	55	
Blue Sandstone	55	403	14
Blue Clay	403	445	

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Date started 7-1-92 Completed 7-16-92

(unbonded) Water Well Constructor Certification:  
I certify that the work I performed on the construction, alteration, abandonment of this well is in compliance with Oregon well construct standards. Materials used and information reported above are true to my b knowledge and belief.

WWC Number  
Signed 12800 Date

(bonded) Water Well Constructor Certification:  
I accept responsibility for the construction, alteration, or abandonm work performed on this well during the construction dates reported above. work performed during this time is in compliance with Oregon v construction standards. This report is true to the best of my knowledge a belief.  
Signed Date WWC Number



STATE OF OREGON  
WATER WELL REPORT  
(as required by ORS 537.765)

MALH  
51499

(START CARD) # 23460

(1) OWNER: Reclag Day Farms Well Number \_\_\_\_\_  
Name \_\_\_\_\_  
Address 3440 Reclag Drive  
City Vale State OR Zip 97146

(2) TYPE OF WORK:  
☒ New Well ☐ Deepen ☐ Recondition ☐ Abandon

(3) DRILL METHOD:  
☒ Rotary Air ☐ Rotary Mud ☐ Cable  
☐ Other \_\_\_\_\_

(4) PROPOSED USE:  
☐ Domestic ☐ Community ☐ Industrial ☐ Irrigation  
☐ Thermal ☐ Injection ☒ Other Live Stock

(5) BORE HOLE CONSTRUCTION:  
Special Construction approval ☐ Yes ☒ No Depth of Completed Well 445 ft.  
Explosives used ☐ Yes ☒ No Type \_\_\_\_\_ Amount \_\_\_\_\_

HOLE			SEAL			Amount sacks or pounds
Diameter	From	To	Material	From	To	
10	0	38	Cement	0	38	990
6	38	445				

How was seal placed: Method ☐ A ☐ B ☐ C ☐ D ☐ E  
☒ Other Pressure Grouted  
Backfill placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Material \_\_\_\_\_  
Gravel placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Size of gravel \_\_\_\_\_

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6	1	40	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner: 4.5	-5	445	F480	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) 40

(7) PERFORATIONS/SCREENS:  
☒ Perforations Method PVC Saw  
☐ Screens Type \_\_\_\_\_ Material \_\_\_\_\_

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
405	425	1/8x5	100	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>
315	335	1/8x5	100	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>
235	295	1/8x5	100	4.5		<input type="checkbox"/>	<input checked="" type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour  
☐ Pump ☐ Bailer ☒ Air ☐ Flowing Artesian

Yield gal/min	Drawdown	Drill stem at	Time
90		445	2 1 hr.

Temperature of Water 62° Depth Artesian Flow Found \_\_\_\_\_  
Was a water analysis done? ☐ Yes By whom \_\_\_\_\_  
Did any strata contain water not suitable for intended use? ☐ Too little  
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other \_\_\_\_\_  
Depth of strata: \_\_\_\_\_

(9) LOCATION OF WELL by legal description:  
County Malheur Latitude \_\_\_\_\_ Longitude \_\_\_\_\_  
Township 19 N or S Range 44 E or W. WM.  
Section 10 1/4 1/4  
Tax Lot \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
Street Address of Well (or nearest address) 3530 Kinton  
M. Vale, OR

(10) STATIC WATER LEVEL:  
14 ft. below land surface. Date 7-7-92  
Artesian pressure \_\_\_\_\_ lb. per square inch. Date \_\_\_\_\_

(11) WATER BEARING ZONES:  
Depth at which water was first found 26

From	To	Estimated Flow Rate	SWL
26	28	15	14
28	30	2	14
30	32	1	14
32	34	50	14

(12) WELL LOG: Ground elevation \_\_\_\_\_

Material	From	To	SWL
Brown Clay	1	15	
Cemented gravel	15	28	
Blue Clay	28	55	
Black Silt	55	56	
Blue Clay	56	150	
Black Silt	150	151	
Blue Clay	151	220	
Black Silt	220	221	
Blue Clay	221	289	
Black Silt	289	290	
Blue Clay	290	325	
Red Gravel	325	328	
Blue Clay	328	355	
Black Silt	355	396	
Blue Clay	396	445	

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OWRD WATER RESOURCES DEPT.  
SALEM, OREGON

Date started 7-1-92 Completed 7-7-92

(unbonded) Water Well Constructor Certification:  
I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.

WWC Number \_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_

(bonded) Water Well Constructor Certification:  
I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 682  
Signed [Signature] Date 6-7-00

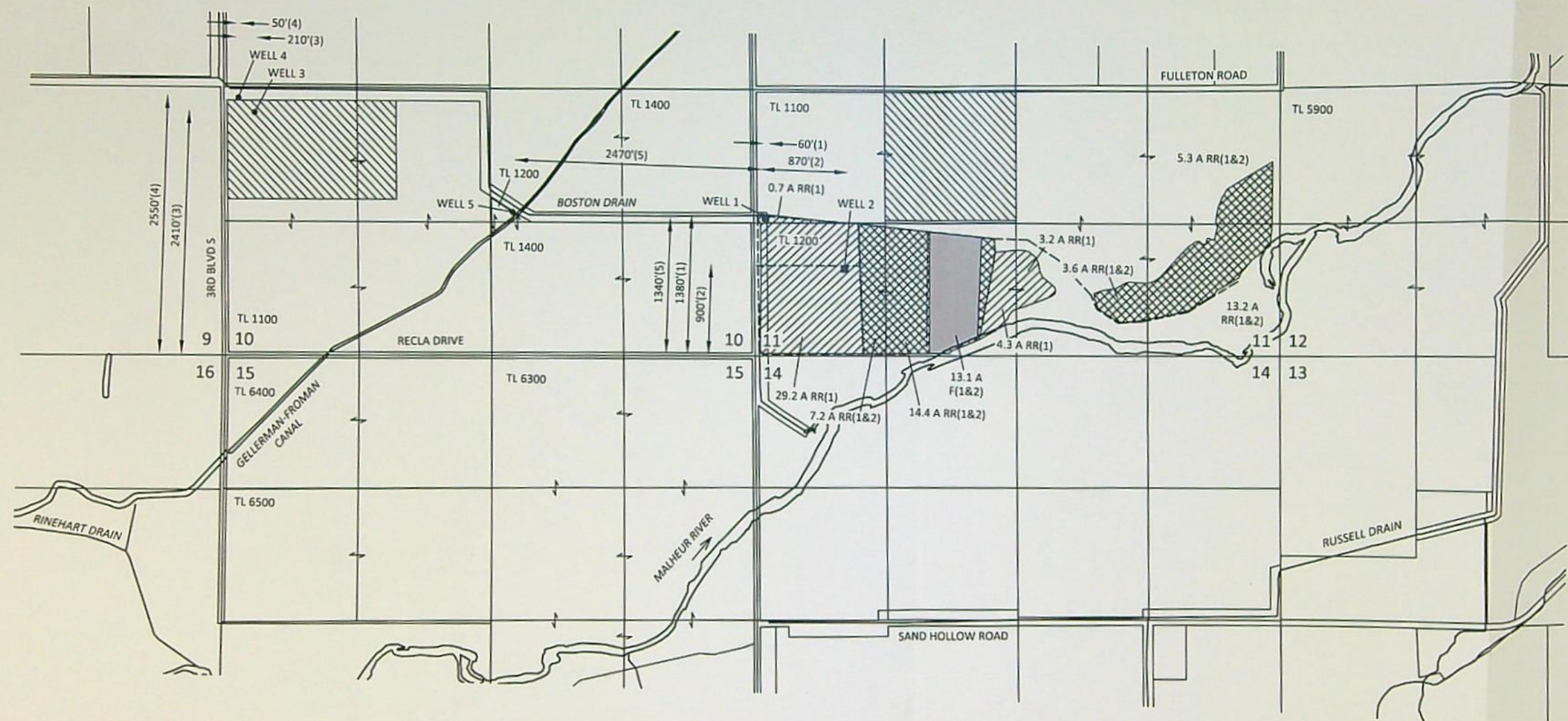
13800



Sections 10 & 11, T19S, R44E, W.M.,  
Malheur County, Oregon

TRANSFER APPLICATION MAP  
Certificate 42665  
Stephen S. Recla and Robert J. Recla

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#### EXPLANATION

##### FROM LANDS (F)

PRIMARY IRRIGATION - WELLS 1 & 2  
PRIORITY: 12/13/1967  
13.1 ACRES

##### TO LANDS

AGRICULTURE USE  
PRIORITY: 12/13/1967

##### REMAINING RIGHTS (RR)

PRIMARY IRRIGATION - WELL 1  
PRIORITY: 12/13/1967  
37.4 ACRES

PRIMARY IRRIGATION - WELLS 1 & 2  
PRIORITY: 12/13/1967  
43.7 ACRES

AUTHORIZED WELL

PROPOSED WELL

DITCH

13800

N

SCALE

660 0 660 1320  
1 INCH = 1320 FEET

August 11, 2021

This map is not intended to provide legal  
dimensions or locations of property  
ownership lines

Figure 1

SKOOKUM  
WATER ASSOCIATES INC

1626 VICTORIAN WAY  
EUGENE, OR 97401  
(503) 319-8926

KPFF - 1700014.89

CERTIFIED WATER RIGHT EXAMINER  
439  
STEVEN R. BRUCE  
JUNE 13, 1997  
STATE OF OREGON  
Expires 12/31/2021



# Permanent Transfer Application Intake Completion Checklist

Check the Certificate(s) in WRIS

Transfer # T-

Checked by- <u>B</u>	<b>Type of Change(s) Proposed:</b> <small>Mark the Proposed Changes</small>	Substitution	Supplemental to Primary	POU	POD	APOD
Date- <u>8.24</u>		Gov Action	Surface to Ground	USE	POA	APOA
Fee Received: <u>4840</u>		How many rights to be Transferred? <u>1</u>				
Calculated Fee: <u>4840</u> <del>5460</del> <del>4407</del>		Certificate # <u>12665</u>				
Additional Observations: _____						

If OK and complete, check box to the left; if **NOT**, fill in.

- ☒ 1. Is applicant information complete? Have all applicants listed at the top of the page signed at the bottom?  
If no, what is missing? Whose signature is missing? \_\_\_\_\_
  - ☒ 2. Does applicant indicate the place of use is in or near an irrigation district? Is a Form D included? ☐ N/A.  
Name of the district: Winnemucca ID
  - ☒ 3. Part 5 of application, has the applicant(s) completed the entire page and does the information match the description of the explanation of the reasons for transfer on Part 4 of the application?  
If no, you may need to contact the applicant or agent? \_\_\_\_\_
  - ☒ 4. Is there only one (1) water right included in this transfer application?  
If no, are the criteria of OAR 690-380-3220 for more than one WR met? Yes or No \_\_\_\_\_  
If no, then the transfer application **CANNOT** be accepted. See attached "3220" Decision Tree Flowchart.
  - ☐ 5. For multiple certificates do each of the certificates listed on Application Page 1 have their own separate completed Part 5 tables 1 & 2?  
If no, which certificate(s) are missing a separate Part 5 tables 1 & 2? \_\_\_\_\_
  - ☒ 6. Is the map prepared and signed by a CWRE? Does the map meet requirements?  
If no, what is missing? \_\_\_\_\_. Map waiver included? ☐ Yes ☐ No
  - ☒ 7. If a change in point of appropriation (POA), have the well logs been included? ☐ N/A.
  - ☐ 8. If a change in place of use (POU) within Umatilla County, have the applicant(s) provided a Supplemental Form U? ☐ N/A.
  - ☐ 9. If all boxes on this checklist are checked (with no remaining deficiencies identified), **ACCEPT** the application.  
Put this application intake completeness check sheet in the transfer folder.
- OR: ☐ If all boxes to the left are **NOT** checked, then this application is deficient and **CANNOT** be accepted.  
It should be returned and the deficiencies listed in the "staff" section at the bottom of Application Page 1, unless the applicant or agent can resolve the deficiencies within 2-3 days.

Actions taken: \_\_\_\_\_ Date: \_\_\_\_\_



## Permanent Transfer Application Intake Completion Checklist

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)			
1	Base Fee (includes one type of change to one water right for up to 1 cfs)	1	\$1,360
	Types of change proposed: <input type="checkbox"/> Place of Use <input type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = _____ (2a) Subtract 1 from the number in line 2a = _____ (2b) If only one change, this will be 0. Multiply line 2b by \$1,090 and enter »	2	0
3	Number of water rights included in transfer _____ (3a) Subtract 1 from the number in 3a above: _____ (3b) If only one water right this will be 0 Multiply line 3b by \$610 and enter »	3	0
4	Do you propose to add or change a well, change from a surface water POD to a well, or Substitute a Suppl GW right for a Primary SW right? <input type="checkbox"/> No: enter 0 » <input type="checkbox"/> Yes = \$480 (4a) If YES: enter the number of wells being proposed: _____ (4b) Subtract 1 from the number in line 4b = _____ (4c) If only one well this will be 0. Multiply line 4c by \$410 = _____ (4d) Add lines 4a and 4d and enter »	4	0
5	Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 » <input type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see example below*): _____ (5a) Subtract 1.0 from the number in 5a above: _____ (5b) If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: _____ (5c) and multiply 5c by \$350, then enter on line 5 »	5	0
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6	0
7	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input type="checkbox"/> endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 6 by 0.5 and enter on line 7 » » » If no box is applicable, enter 0 on line 7» »	7	0
8	Subtract line 7 from line 6 » » » » » » » » » » » » Transfer Fee:	8	



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Date Received (Date Stamp Here)

## OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Stephen Recla

3550 Recla Dr. Vale, OR 97918

Transaction Type: Transfer RA

Fees Received: \$ check #1 24394 - \$4,840.00 check #2 - 24395 - \$125.00

☐ Cash

☒ Check:

Check No. 24394 & 24395

Name(s) on Check: Western Valley Farms LLC

Address on Check: 20616 Bulson Road

Mt. Vernon, WA 98274

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: C. Middleton  
(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.
- Place the Submission Receipt with check/cash in the small top drawer (i.e., "Fiscal Pick Up Drawer"). Place the Submission Receipt with submission (application/other document) in the large bottom drawer.