

Application for a Permit to Use  
**Surface Water**

Received  
MAY 16 2024  
OWRD



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

**SECTION 1: APPLICANT INFORMATION AND SIGNATURE**

**Applicant**

NAME LARZ STEWART		PHONE (HM)	
PHONE (WK) 808-282-7500	CELL	FAX	
ADDRESS 64001 IMNAHA HWY			
CITY JOSEPH	STATE OR	ZIP 97846	E-MAIL * LZSTEW@GMAIL.COM

**Organization**

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

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

AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

Note: Attach multiple copies as needed

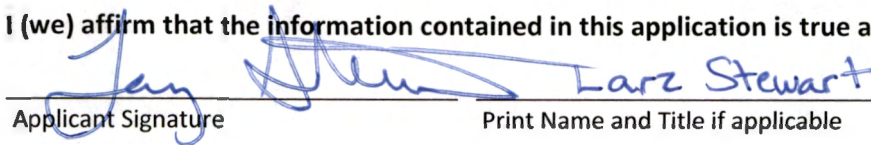
\* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

Received  
APR 22 2024  
OWRD

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally use water until the Water Resources Department issues a permit.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I receive a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to receive water to which they are entitled.

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


4/11/2024  
 Applicant Signature                      Print Name and Title if applicable                      Date  
 \_\_\_\_\_  
 Applicant Signature                      Print Name and Title if applicable                      Date

**SECTION 2: PROPERTY OWNERSHIP**

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- YES, there are no encumbrances.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access.
- NO, I do not currently have written authorization or easement permitting access.
- NO, written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

**Affected Landowners:** List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*  
 Wallowa Lake Irrigation District

**Legal Description:** You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

**SECTION 3: SOURCE OF WATER**

**A. Proposed Source of Water**

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: Wallowa Lake Reservoir	Tributary to: Wallowa River
TRSQQ of POD: T3SR45E Sec5 NENW	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

Permit R347, Certificate 9310

Received  
 MAY 16 2024  
 OWRD

Received  
 APR 22 2024  
 OWRD

**B. Applications to Use Stored Water**

Do you, or will you, own the reservoir(s) described in Section 3A above?

Yes.  No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

**SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION**

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:  
[https://apps.wrd.state.or.us/apps/misc/lkp\\_trsqq\\_features/](https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/)

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0900.

**Upper Columbia - OAR 690-033-0115 thru -0130**

Is the POD located in an area where the Upper Columbia Rules apply?

Yes  No

If **yes, you are notified** that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

Received

APR 22 2024

OWRD

Received  
MAY 16 2024  
OWRD

For Department Use: App. Number: \_\_\_\_\_

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.
- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

**Lower Columbia - OAR 690-033-0220 thru -0230**

Is the POD located in an area where the Lower Columbia rules apply?

Yes  No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes  No The proposed use is for more than one cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

Received  
APR 22 2024

OWRD

**Statewide - OAR 690-033-0330 thru -0340**

Is the POD located in an area where the Statewide rules apply?

Yes  No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve "no loss of essential habitat of threatened and endangered (T&E) fish species," or "no net loss of essential habitat of sensitive (S) fish species." If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

Received  
MAY 16 2024

OWRD

For Department Use: App. Number: \_\_\_\_\_

**SECTION 5: WATER USE**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):  
 (1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
R347	Irrigation	May1 – Sep30	0.145 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary, supplemental and/or nursery acres to be irrigated.

Primary: 5.8 Acres      Supplemental:    Acres      Nursery Use:    Acres

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

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 17.4

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

**SECTION 6: WATER MANAGEMENT**

**A. Diversion and Conveyance**

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

- Pump (give horsepower and type): 2.5 HP with suction from ditch
- Other means (describe):

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

Sprinklers

**B. Application Method**

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)  
 High pressure sprinklers

**C. Conservation**

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters. Approx. 7 gpm sprinkler nozzles on small handlines

Received  
 APR 22 2024  
 OWRD

Received  
 MAY 16 2024  
 OWRD

For Department Use: App. Number: \_\_\_\_\_

**SECTION 7: RESOURCE PROTECTION**

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources:

Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.  
Describe planned actions: Local ODWF office review

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
**Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required – no excavation is needed for this project.**  
Describe planned actions and additional permits required for project implementation: no excavation of ditch banks will be needed.

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.  
Describe planned actions and additional permits required for project implementation: N/A

Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe planned actions: N/A

List other federal and state permits or contracts to be obtained, if a water right permit is granted.  
N/A

**SECTION 8: PROJECT SCHEDULE**

- a) Date construction will begin: already started
- b) Date construction will be completed: spring 2024
- c) Date beneficial water use will begin: once permit is issued

Received  
APR 22 2024  
OWRD

**SECTION 9: WITHIN A DISTRICT**

Check here if the point of diversion or place of use are located within or are served by an irrigation or other water district.

Irrigation District Name Wallowa Lake Irrigation District	Address 65196 Dobbin Rd	
City Joseph	State OR	Zip 97846

**SECTION 10: REMARKS**

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

Local Watermaster approached us and said we did not have a water right to use stored water.

Received  
MAY 16 2024  
OWRD

For Department Use: App. Number: \_\_\_\_\_

## Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

### Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

Received  
APR 22 2024  
OWRD

#### Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*must be an original*) or signed receipt.
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- Fees - Amount enclosed: \$ 1,958.00  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.
- Map that includes the following items:
  - Permanent quality and drawn in ink
  - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
  - North Directional Symbol
  - Township, Range, Section, Quarter/Quarter, Tax Lots
  - Reference corner on map
  - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
  - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
  - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
  - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

Received  
MAY 16 2024  
OWRD

For Department Use: App. Number: \_\_\_\_\_

MAY 16 2024

OWRD

# Water-Use Permit Application Processing

## 1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050. The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

## 2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$310. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

## 3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives [public notice](#) of the application in the weekly notice published by the Department at [www.oregon.gov/owrd](http://www.oregon.gov/owrd). The public comment period is 30 days from publication in the weekly notice.

## 4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

## 5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$480.00 for the applicant and \$950.00 for non-applicants. Protests are filed on approximately 10 percent of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

## 6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate

For Department Use: App. Number: \_\_\_\_\_

Received  
APR 22 2024

OWRD



# Land Use Information Form



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

## 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 groundwater 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 503-986-0900.

Received

MAY 16 2024

OWRD

Received

APR 22 2024

OWRD

# Land Use Information Form



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

Received  
 APR 22 2024

**Applicant**

NAME WALLOWA COUNTY PLANNING		PHONE (HM)	
PHONE (WK)	CELL	FAX	
ADDRESS 101 SOUTH RIVER STREET			
CITY ENTERPRISE	STATE OR	ZIP 97828	E-MAIL*

OWRD

**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:
2	4S	29	SESW	1500		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Wallowa

**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 Groundwater Registration Modification
- Limited Water Use License
- Allocation of Conserved Water
- Exchange of Water

Source of water:  Reservoir/Pond  Groundwater  Surface Water (name) \_\_\_\_\_

Estimated quantity of water needed: 0.145  cubic feet per second  gallons per minute  acre-feet

Intended use of water:  Irrigation  Commercial  Industrial  Domestic for \_\_\_\_\_ household(s)  
 Municipal  Quasi-Municipal  Instream  Other \_\_\_\_\_

Briefly describe:

Application to cover a field that was found to not have a water right.

**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 file the application with the Water Resources Department.

Received

MAY 16 2024

OWRD

Received  
MAY 16 2024  
OWRD

## For Local Government Use Only

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

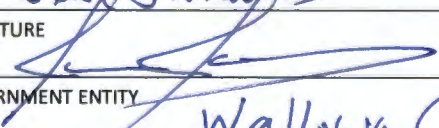
**Please check the appropriate box below and provide the requested information**

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

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
	Received APR 22 2024	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	OWRD	<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 <u>Jean Jarcait's</u>	TITLE: <u>Planning Dept Sp</u>
SIGNATURE 	PHONE: <u>541-426-7770</u>
GOVERNMENT ENTITY <u>Wallowa County</u>	DATE: <u>4-11-2024</u>

**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: \_\_\_\_\_

89

085474

AFTER RECORDING, RETURN TO:  
WALLOWA TITLE COMPANY - 30121  
ENTERPRISE, OR 97828

SEND TAX STATEMENTS TO:  
LARZ A. STEWART et ux  
PO BOX 893  
JOSEPH, OR 97846

STATE OF OREGON  
COUNTY OF WALLOWA  
I certify that this  
instrument was received and  
recorded in the book of  
records of said county.

*[Signature]*  
Wallowa County Clerk

by: \_\_\_\_\_  
Deputy

DOC#: 00085474  
RCPT: 99493 89.00  
12/16/2021 3:21 PM

**STATUTORY WARRANTY DEED**

MAVIS N. MAXWELL, Grantor, convey(s) and warrant(s) to LARZ A. STEWART and DERA A. STEWART, as tenants by the entirety, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

All that part of the SE¼SE¼, Section 29, Township 2 South, Range 45 East, of the Willamette Meridian, lying and being South of the Joseph-Armin Market Road and East of the middle of the road which is 907 feet West of the Southeast corner of the SE¼SE¼, Section 29, and runs in a Northerly direction from the section line to the Joseph-Armin Market Road, along the line as now established and located.

(1) Water Line Easement recorded as Document No. 2020-82420

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$450,000.00

Received

MAY 16 2024

OWRD

085474

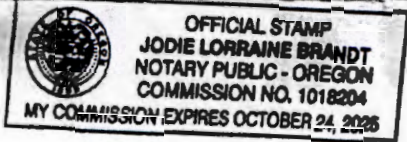
Received  
MAY 16 2024  
OWRD

DATED: December 15, 2021.

MAVIS N. MAXWELL  
MAVIS N. MAXWELL

STATE OF OREGON, County of Wallowa) ss.

The foregoing instrument was acknowledged before me on December 15, 2021, by MAVIS N. MAXWELL, as her voluntary act and deed.



Jodie Brandt  
Notary Public for Oregon

Date 4/16/2024

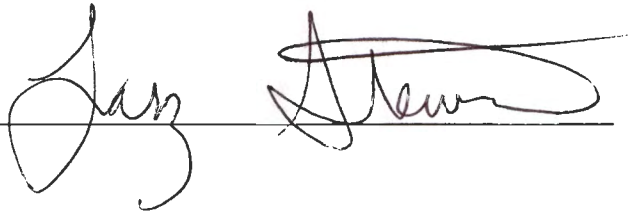
Reference: Stored Water Application from Wallowa Lake

Dear WLID Board, this letter is to inform you of my intention to file an application for the use of stored water for Irrigation on Tax Lot 1500 as shown in my Application. This notice is required per the OWRD Surface Water application.

Sincerely,

Larz Stewart

Signed:

A handwritten signature in black ink, appearing to read "Larz Stewart", written over a horizontal line.

WLID Representative Signature:

Signed

A handwritten signature in black ink, appearing to read "Dan Buttsfield", written over a horizontal line.

Received  
MAY 16 2024  
OWRD

Received  
APR 22 2024  
OWRD

**STORED WATER USAGE AGREEMENT**

This Stored Water Usage Agreement (this "Agreement"), effective May 1, 2024, (the "Effective Date"), is entered into between **WALLOWA LAKE IRRIGATION DISTRICT**, an Oregon irrigation district formed under the provisions under ORS Chapter 545 ("WLID"), and **LARZ STEWART** ("Stewart").

**RECITALS**

- A. WHEREAS, WLID is an irrigation district organized for the purpose of storing and delivering water to landowners for irrigation purposes within its boundaries.
- B. WHEREAS, WLID owns the Wallowa Lake Dam (the "Dam"), which is located at the southwest end of Wallowa Lake/Eagle Cap Reservoir ("Wallowa Lake") in Wallowa County, Oregon, and which allows for the storage of water in Wallowa Lake.
- C. WHEREAS, WLID stores water in Wallowa Lake pursuant to Permit R-347 and Water Right Certificate 9310 issued by the Oregon Department of Water Resources (the "Department").
- D. WHEREAS, Stewart owns certain real property described generally as Township 2 South, Range 45 East, Section 29, Tax Lot 1500, Ref No. 2700 ("Stewart's Property").
- E. WHEREAS, Stewart is a patron of WLID and desires to use water stored by WLID in Wallowa Lake for irrigation purposes.
- F. WHEREAS, Stewart has applied to the Department for a permit to use stored water from Wallowa Lake on Stewart's property in the amount of 0.145 cfs for purposes of irrigating 5.8 acres of Stewart's Property under a primary water right ("Stewart's Water Right").
- G. WHEREAS, subject to the terms and conditions of this Agreement, including without limitation timely payment to WLID of the sums due hereunder, WLID authorizes Stewart to use a maximum of 0.145 cfs of stored water from Wallowa Lake for irrigation uses between the dates of May 1 and September 30 each year.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

- 1. **Incorporation of Recitals.** The Recitals above are true and are incorporated into this Agreement as if fully set forth herein.
- 2. **Storage, Diversion and Transmission.**
- 2.1 **Use of Stored Water.** WLID agrees that Stewart is authorized to use up to 0.145 cfs

Received  
MAY 16 2024  
OWRD

of stored water from Wallowa Lake for irrigation purposes on Stewart's Property in accordance with a permit issued by the Department. WLID has no obligation to deliver water to or for the benefit of Stewart or Stewart's Property.

**2.2 Delivery of Water by WLID; Disclaimer of Warranty; Indemnification.** Stewart is solely responsible for the transmission of water from the point of diversion described in Stewart's Water Right to his Property (including, but not limited to, the acquisition of any necessary easements) and will bear all related costs, liabilities and obligations in connection therewith. Stewart will ensure that his water intake and delivery system complies with all applicable laws and regulations. **WLID does not guarantee the quality of the water distributed through the water system, and WLID is not responsible for any water quality testing, analysis, or improvement. WLID HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE QUALITY OF THE WATER. ALL WATER IS STORED AND PROVIDED HEREUNDER 'AS IS' AND WITH ALL FAULTS.** Stewart hereby releases, indemnifies and holds WLID, its officers, directors and patrons harmless from and against any claims and damages (including without limitation reasonable attorney fees) arising out of or in any way relating to his transmission of water or the use of the water under this Agreement including, without limitation, delays or the cessation of the storage or delivery of water under the circumstances described in paragraph 2.3 below.

**2.3 Suspension of Storage and Delivery.**

**2.3.1 Suspension in the Event of Emergency.** In the event of a water shortfall, drought or other emergency, or any other unforeseen event beyond the reasonable control of WLID, Stewart agrees that he will not declare or attempt to declare a breach of this Agreement, nor will Stewart take any action to enforce this Agreement, whether by seeking damages, injunction or by administrative process in a manner that would limit in any way WLID patrons' ability to use the water stored for him by WLID unless otherwise mutually agreed to in writing by all affected parties. Stewart expressly acknowledges and agrees that Stewart 's Water Right is subsequent in date and right to the storage water rights of other patrons of WLID and WLID's obligations hereunder shall be suspended for the time and to the extent required for the water shortfall, drought, or emergency.

**2.3.2 Suspension of Storage During Dam Maintenance, Repair and Restoration.** Stewart expressly acknowledges and agrees that WLID's obligations hereunder shall be suspended and that Stewart 's right to use stored water shall be suspended for the time and to the extent required as necessary for WLID to maintain, repair and replace all or any portion of the Dam and related water systems. During any suspension of WLID's obligation to store water under this Agreement, WLID reserves the right to suspend annual assessments, but no pre-paid portion thereof shall be refunded.

**2.4 WLID Rules and Regulations.** Stewart acknowledges and agrees that as a patron of WLID, he is bound by all rules, regulations, assessments, and other charges of WLID.

**3. Attorney Fees.** Stewart shall reimburse WLID attorney fees of \$1,000.00 for preparing this Agreement. Payment is due upon signing of this Agreement.

**4. Termination.**

**4.1 Termination for Cause.** The Agreement may be terminated for good cause. As used herein, "good cause" shall include:



4.1.1 failure of the Department to issue a permit or the termination or cancellation of Stewart's Water Right by the Department;

4.1.2 the failure by Stewart to timely pay any fees or costs required by this Agreement; or

4.1.3 the failure by Stewart to perform any of its obligations under this Agreement or to comply with any term hereof.

5. **Remedies.** Except as otherwise limited herein, all applicable remedies at law or in equity will be available to the parties.

6. **Binding Agreement.** Subject to the limitation on assignment in Section 8 below, this Agreement shall be binding upon the parties, their heirs, successors and permitted assigns.

7. **Force majeure.** No party shall be liable for any failure to perform its obligations under this Agreement where such failure is caused by conditions beyond its control including, but not limited to, Acts of Nature (including but not limited to fire, flood, storm, hurricane, drought, or other natural disaster), government restriction, rule, law, or order, war, invasion, act of foreign enemies, hostilities, labor dispute, or strike, or pandemic.

8. **Assignment.** No party may assign the obligations and/or benefits under this Agreement without the express written consent of the other party to this Agreement.

9. **No Agency Relationship.** This Agreement does not create an agency relationship between the parties hereto and does not establish a joint venture or partnership between the parties. Neither Party is authorized to bind the other party or represent to any person that the party is an agent of the other.

10. **Counterparts.** This Agreement may be signed in counterparts.

11. **Waivers and Modifications.** No waiver or modification of this Agreement shall be binding unless made explicitly in writing and signed by a duly authorized representative of each party. Failure or delay of a party to require performance of any provision of this Agreement shall in no way affect a party's rights to enforce strict compliance with every term or condition of this Agreement, nor shall any waiver by a party of any breach of any provision of this Agreement be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

12. **Disputes.** The rights and obligations of each Party pursuant to this Agreement shall be governed by the laws of the State of Oregon; and venue for the resolution of disputes shall be Wallowa County, Oregon.

13. **Attorney fees.** If Stewart's breach or default under this Agreement causes WLID to incur attorney fees, whether or not suit or action is instituted in connection therewith or with any other controversy arising out of this Agreement, WLID shall be entitled to recover from Stewart the actual cost of WLID's attorney fees and Stewart shall promptly reimburse WLID for the same. If suit or action is instituted with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees in arbitration, at trial, on petition for review, and on appeal.

Received

MAY 16 2024

OWRD

**14. Severability.** If any court, arbitrator, or arbitration panel finds any provision of this Agreement to be invalid or otherwise unenforceable, that provision will be void to the extent it is contrary to applicable law. However, that finding will not affect the validity of any other provision of this Agreement, and the rest of this Agreement will remain in full force and effect.

**15. Entire Agreement and Interpretation.**

**15.1** Each person signing on behalf of a party represents and warrants that he/she has full authority to do so on behalf of such party and that this Agreement is binding upon said party.

**15.2** This is the entire Agreement and supersedes any other prior or contemporaneous agreements or understandings on this subject between the Parties with respect to the subject matter hereof.

**15.3** All headings in this Agreement are inserted for convenience or reference only and shall not affect its meaning or interpretation. To the extent captions or paragraph headings are in conflict with the terms herein, the terms shall control.

**15.4** The parties hereby agree that the terms of this Agreement are the product of their mutual negotiations, and any ambiguity in such terms is not to be construed against the Party deemed to be the drafter of the Agreement.

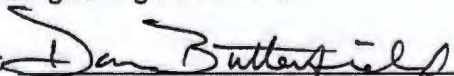
**16. Notices.** Unless specified otherwise herein, any notice required or permitted under this Agreement shall be given when actually delivered or three (3) days after deposited in United States mail as certified mail with a return receipt requested, addressed to the address below or to such other address as may be specified from time to time by either of the parties in writing.

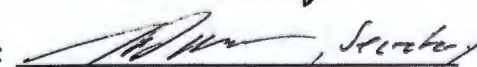
Wallowa Lake Irrigation District  
65196 Dobbin Road  
Joseph, OR 97846

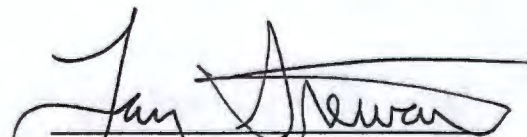
Larz Stewart  
64001 Imnaha Hwy  
Joseph, OR 97846

**17. Document Preparation; Legal Representation.** This Agreement was prepared by Rebecca J. Knapp, attorney at law for WLID. Stewart acknowledges and agrees that Ms. Knapp represents WLID only with respect to this Agreement and that Stewart has been advised to seek independent legal advice before signing this Agreement.

WALLOWA LAKE IRRIGATION DISTRICT,  
an Oregon Irrigation District

By:   
Dan Butterfield, President

By:   
Joe Dawson, Secretary

  
LARZ STEWART

Received

MAY 16 2024

OWRD



# Oregon

Tina Kotek, Governor

**Water Resources Department**

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

4/24/2024

Larz Stewart  
64001 Imnaha Hwy  
Joseph, OR 97846

Dear Applicant:

The Water Resources Department has received your application for a permit to use **surface water**. At this time, however, we are unable to accept your application because the minimum filing requirements have not been met according to the Oregon Administrative Rules 690-310-0040 and 0050.

We are therefore returning the incomplete application and fees. You may resubmit the application with the additional required information and fees noted on the reverse side of this letter.

Should you have any questions, please contact Water Right Customer Service at 503-986-0801 or 503-986-0810.

Sincerely,  
Nick Reece

Water Rights Customer Service

Cc: OWRD Fiscal (Check # 750),

**Enclosures:** Check, Application

*This review is based only on the completeness of your application(s). Any determination of water availability, compliance with basin plan rules, or any other water related issues has not been made. Fees may change.*

Received

MAY 16 2024

OWRD

Received  
MAY 16 2024

OWRD

**Additional Application Materials or Forms:**

Provide the **Legal Description** of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. This requirement can be met by providing a copy of the deed, land sales contract, title insurance policy, or a lot book report prepared by a title company. Copies of tax bills are not acceptable.



Greetings,

Adding this fully executed stored water use agreement with Wallowa Lake Irrigation District to my surface water application.

Please contact me with any questions.

Thank You!

Larz Stewart  
Lzstew@gmail.com  
808-282-7500

Received  
MAY 06 2024

OWRD

## STORED WATER USAGE AGREEMENT

This Stored Water Usage Agreement (this "Agreement"), effective May 1, 2024, (the "Effective Date"), is entered into between **WALLOWA LAKE IRRIGATION DISTRICT**, an Oregon irrigation district formed under the provisions under ORS Chapter 545 ("WLID"), and **LARZ STEWART** ("Stewart").

### RECITALS

- A. WHEREAS, WLID is an irrigation district organized for the purpose of storing and delivering water to landowners for irrigation purposes within its boundaries.
- B. WHEREAS, WLID owns the Wallowa Lake Dam (the "Dam"), which is located at the southwest end of Wallowa Lake/Eagle Cap Reservoir ("Wallowa Lake") in Wallowa County, Oregon, and which allows for the storage of water in Wallowa Lake.
- C. WHEREAS, WLID stores water in Wallowa Lake pursuant to Permit R-347 and Water Right Certificate 9310 issued by the Oregon Department of Water Resources (the "Department").
- D. WHEREAS, Stewart owns certain real property described generally as Township 2 South, Range 45 East, Section 29, Tax Lot 1500, Ref No. 2700 ("Stewart's Property").
- E. WHEREAS, Stewart is a patron of WLID and desires to use water stored by WLID in Wallowa Lake for irrigation purposes.
- F. WHEREAS, Stewart has applied to the Department for a permit to use stored water from Wallowa Lake on Stewart's property in the amount of 0.145 cfs for purposes of irrigating 5.8 acres of Stewart's Property under a primary water right ("Stewart's Water Right").
- G. WHEREAS, subject to the terms and conditions of this Agreement, including without limitation timely payment to WLID of the sums due hereunder, WLID authorizes Stewart to use a maximum of 0.145 cfs of stored water from Wallowa Lake for irrigation uses between the dates of May 1 and September 30 each year.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals above are true and are incorporated into this Agreement as if fully set forth herein.
- 2. **Storage, Diversion and Transmission.**
  - 2.1 **Use of Stored Water.** WLID agrees that Stewart is authorized to use up to 0.145 cfs

Received  
MAY 06 2024

of stored water from Wallowa Lake for irrigation purposes on Stewart's Property in accordance with a permit issued by the Department. WLID has no obligation to deliver water to or for the benefit of Stewart or Stewart's Property.

**2.2 Delivery of Water by WLID; Disclaimer of Warranty; Indemnification.** Stewart is solely responsible for the transmission of water from the point of diversion described in Stewart's Water Right to his Property (including, but not limited to, the acquisition of any necessary easements) and will bear all related costs, liabilities and obligations in connection therewith. Stewart will ensure that his water intake and delivery system complies with all applicable laws and regulations. **WLID does not guarantee the quality of the water distributed through the water system, and WLID is not responsible for any water quality testing, analysis, or improvement. WLID HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE QUALITY OF THE WATER. ALL WATER IS STORED AND PROVIDED HEREUNDER 'AS IS' AND WITH ALL FAULTS.** Stewart hereby releases, indemnifies and holds WLID, its officers, directors and patrons harmless from and against any claims and damages (including without limitation reasonable attorney fees) arising out of or in any way relating to his transmission of water or the use of the water under this Agreement including, without limitation, delays or the cessation of the storage or delivery of water under the circumstances described in paragraph 2.3 below.

**2.3 Suspension of Storage and Delivery.**

**2.3.1 Suspension in the Event of Emergency.** In the event of a water shortfall, drought or other emergency, or any other unforeseen event beyond the reasonable control of WLID, Stewart agrees that he will not declare or attempt to declare a breach of this Agreement, nor will Stewart take any action to enforce this Agreement, whether by seeking damages, injunction or by administrative process in a manner that would limit in any way WLID patrons' ability to use the water stored for him by WLID unless otherwise mutually agreed to in writing by all affected parties. Stewart expressly acknowledges and agrees that Stewart 's Water Right is subsequent in date and right to the storage water rights of other patrons of WLID and WLID's obligations hereunder shall be suspended for the time and to the extent required for the water shortfall, drought, or emergency.

**2.3.2 Suspension of Storage During Dam Maintenance, Repair and Restoration.** Stewart expressly acknowledges and agrees that WLID's obligations hereunder shall be suspended and that Stewart 's right to use stored water shall be suspended for the time and to the extent required as necessary for WLID to maintain, repair and replace all or any portion of the Dam and related water systems. During any suspension of WLID's obligation to store water under this Agreement, WLID reserves the right to suspend annual assessments, but no pre-paid portion thereof shall be refunded.

**2.4 WLID Rules and Regulations.** Stewart acknowledges and agrees that as a patron of WLID, he is bound by all rules, regulations, assessments, and other charges of WLID.

**3. Attorney Fees.** Stewart shall reimburse WLID attorney fees of \$1,000.00 for preparing this Agreement. Payment is due upon signing of this Agreement.

**4. Termination.**

**4.1 Termination for Cause.** The Agreement may be terminated for good cause. As used herein, "good cause" shall include:

**4.1.1** failure of the Department to issue a permit or the termination or cancellation of Stewart's Water Right by the Department;

**4.1.2** the failure by Stewart to timely pay any fees or costs required by this Agreement; or

**4.1.3** the failure by Stewart to perform any of its obligations under this Agreement or to comply with any term hereof.

**5. Remedies.** Except as otherwise limited herein, all applicable remedies at law or in equity will be available to the parties.

**6. Binding Agreement.** Subject to the limitation on assignment in Section 8 below, this Agreement shall be binding upon the parties, their heirs, successors and permitted assigns.

**7. Force majeure.** No party shall be liable for any failure to perform its obligations under this Agreement where such failure is caused by conditions beyond its control including, but not limited to, Acts of Nature (including but not limited to fire, flood, storm, hurricane, drought, or other natural disaster), government restriction, rule, law, or order, war, invasion, act of foreign enemies, hostilities, labor dispute, or strike, or pandemic.

**8. Assignment.** No party may assign the obligations and/or benefits under this Agreement without the express written consent of the other party to this Agreement.

**9. No Agency Relationship.** This Agreement does not create an agency relationship between the parties hereto and does not establish a joint venture or partnership between the parties. Neither Party is authorized to bind the other party or represent to any person that the party is an agent of the other.

**10. Counterparts.** This Agreement may be signed in counterparts.

**11. Waivers and Modifications.** No waiver or modification of this Agreement shall be binding unless made explicitly in writing and signed by a duly authorized representative of each party. Failure or delay of a party to require performance of any provision of this Agreement shall in no way affect a party's rights to enforce strict compliance with every term or condition of this Agreement, nor shall any waiver by a party of any breach of any provision of this Agreement be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

**12. Disputes.** The rights and obligations of each Party pursuant to this Agreement shall be governed by the laws of the State of Oregon; and venue for the resolution of disputes shall be Wallowa County, Oregon.

**13. Attorney fees.** If Stewart's breach or default under this Agreement causes WLID to incur attorney fees, whether or not suit or action is instituted in connection therewith or with any other controversy arising out of this Agreement, WLID shall be entitled to recover from Stewart the actual cost of WLID's attorney fees and Stewart shall promptly reimburse WLID for the same. If suit or action is instituted with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees in arbitration, at trial, on petition for review, and on appeal.



14. **Severability.** If any court, arbitrator, or arbitration panel finds any provision of this Agreement to be invalid or otherwise unenforceable, that provision will be void to the extent it is contrary to applicable law. However, that finding will not affect the validity of any other provision of this Agreement, and the rest of this Agreement will remain in full force and effect.

15. **Entire Agreement and Interpretation.**

15.1 Each person signing on behalf of a party represents and warrants that he/she has full authority to do so on behalf of such party and that this Agreement is binding upon said party.

15.2 This is the entire Agreement and supersedes any other prior or contemporaneous agreements or understandings on this subject between the Parties with respect to the subject matter hereof.

15.3 All headings in this Agreement are inserted for convenience or reference only and shall not affect its meaning or interpretation. To the extent captions or paragraph headings are in conflict with the terms herein, the terms shall control.

15.4 The parties hereby agree that the terms of this Agreement are the product of their mutual negotiations, and any ambiguity in such terms is not to be construed against the Party deemed to be the drafter of the Agreement.

16. **Notices.** Unless specified otherwise herein, any notice required or permitted under this Agreement shall be given when actually delivered or three (3) days after deposited in United States mail as certified mail with a return receipt requested, addressed to the address below or to such other address as may be specified from time to time by either of the parties in writing.

Wallowa Lake Irrigation District  
65196 Dobbin Road  
Joseph, OR 97846

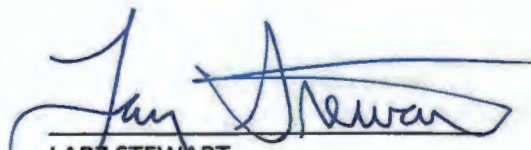
Larz Stewart  
64001 Imnaha Hwy  
Joseph, OR 97846

17. **Document Preparation; Legal Representation.** This Agreement was prepared by Rebecca J. Knapp, attorney at law for WLID. Stewart acknowledges and agrees that Ms. Knapp represents WLID only with respect to this Agreement and that Stewart has been advised to seek independent legal advice before signing this Agreement.

WALLOWA LAKE IRRIGATION DISTRICT,  
an Oregon Irrigation District

By:   
Dan Butterfield, President

By:   
Joe Dawson, Secretary

  
LARZ STEWART

Received  
MAY 06 2024