

EXHIBIT -A-

RECEIVED
NOV 27 1992
WATER RESOURCES DEPT
SALEM, OREGON

8: REMARKS: Our family has ranched in this area since the turn of the century. We presently own lands that were developed in the late 1880's and early 1900's, see enclosed exhibits B,C,D & E, and Water Rights Examiner Map. We contend that these lands have been irrigated continuously since 1902 (and prior years) and hereby claim water rights with a priority right of 1902.

J. L. Hoppin

To

C. St. Martin

Deed.

Dated March 8, 1896

State of Oregon ss
County of Multnomah

Recorded at the Request of

J. J. Bonfield Jr.

March 30th 1896

at _____ min. past _____ o'clock,

a M., in Book E of Deeds,

page 108 Records of Multnomah

County, of Oregon

L. W. Platt

County Clerk
~~County Recorder.~~

By _____
Deputy Recorder.

RECEIVED
NOV 27 1992
WATER RESOURCES
SALEM, OREGON

Exhibit-B-

Exhibit-B-

This Indenture, Made this Eighteenth
day of March A. D. 1896
Between J. H. Shoppin of the
County of Alameda State of California

the party of the first part
and E. J. Martin of the
County of Malheur State of Oregon

the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of
the sum of One

Dollars, lawful money of the United States
of America, to him in hand paid by the said party of the second part,
the receipt whereof is hereby acknowledged, do es - by these presents grant,
bargain and sell, convey and confirm, unto the said party of the second part,
and to his heirs and assigns forever, ^{all the right, title, interest and estate of the said party of the first part in} all those certain lots and parcels of
land, situate, lying and being in the County of

Malheur State of Oregon and
bounded and particularly described as follows, to wit:

The SE 1/4 of the
SE 1/4 of Section 15, the SW 1/4 of the SW 1/4 of Section
14; and lots One and Two of Section 22,
in Township 41 N Range 43 East
Hillmanette Meridian containing
168 7/8 acres -

Exh. - B -

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

} ss.

On this 20th day of March in the year of our Lord one thousand eight hundred and ninety Six before me, JAMES R. LITTLE, a Notary Public in and for said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared J L Hoppin

known to me to be the person.....described in and whose name.....is subscribed to the within instrument, and ...he... acknowledged to me that ...he... executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

James R Little
Notary Public in and for Alameda County, State of California.

d appur-
sion and
f.

ther with
heirs

~~the appurtenances, and the said part of the~~
and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set
his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J R Little
C. F. Briggs

J L Hoppin



Ext. - B -

Della M. Hopkin

To

C. St. Marlin

Deed.

Dated October 18th, 1895

State of Oregon ss
Recorded at the Request of
County of Malheur

S. J. Bonniwell Jr

March 30th 1896

at ~~min past~~ 8 o'clock,

a M., in Book E of Deeds,

page 107 Records of the Malheur

County of Oregon

C. W. Platt

County Clerk
County Recorder

By

Deputy Recorder.

RECEIVED
NOV 27 1895
WATER RESOURCES DEPT
SALEM, OREGON

This Indenture, Made this 18th

day of October A. D. 1896

Between Della M. Hoppin

County of Alameda and State of California

the party of the first part

and C. S. Martin

County of Multnomah and State of Oregon

the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum of Six hundred and fifty

Dollars, Gold Coin of the United States

of America, to her in hand paid by the said party of the second part,

the receipt whereof is hereby acknowledged, do hereby by these presents grant,

bargain and sell, convey and confirm, unto the said party of the second part,

and to his heirs and assigns forever, all those certain lots and parcels of

land, situate, lying and being in the State of Oregon County of

Multnomah of and

bounded and particularly described as follows, to wit:

The South East Quarter of the South East Quarter (SE¹ of SE¹) of Section Fifteen (15) and the South west quarter of the South west quarter (SW¹ of SW¹) of Sec¹ (14) and the Lots numbered One (1) and Two (2) of Sec¹ (22) in Township Forty One (41) South of Range Forty Three (43) East of Willamette Meridian Oregon containing One hundred and eighty eight (168) acres and thirty four hundredths $\frac{34}{100}$ of an acre

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold, all and singular the said premises, together with the annuities, unto the said party of the second part *her* heirs

State of California } SS.

COUNTY OF ALAMEDA.

On this *2nd* day of *November* in the year of our Lord one thousand eight hundred and ninety *Nine*

before me, **F. F. BAKER**, a Notary Public in and for said County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared *Della M. Hopkin*

proved to me to be the same person described in and who executed the annexed instrument, on the oath of *T. L. Hopkin*

a competent and credible witness for that purpose, by me duly sworn, and the said *Della M. Hopkin*

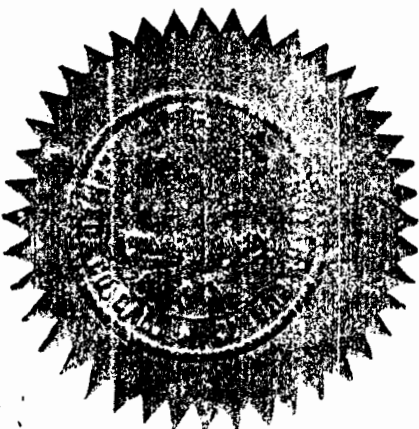
acknowledged to me that *she* executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the City of Oakland, County and State aforesaid the day and year in this certificate first above written.

(Party Proven.)

F. F. Baker
Notary Public in and for said County of Alameda, State of California.

Exh. - B -



99903

Q. St. Martin

To

R. H. Wilkinson

RECEIVED

NOV 27 1992

WATER RESOURCES DEPT
SALEM, OREGON

No. _____
STATE OF OREGON,
County of Multnomah

I hereby certify that the within instrument
of writing was received for Record on the
2nd day of June A.D. 1935
at 6 O'clock P.M. and Recorded
in Book 12
on Page 357 Recorded
Leases & Agreements

Ray Daly County Clerk
By E. E. Nourse Deputy
For \$ 1.00
Return to Pierre Mouque
M^{re} Hermuth. M^{re}.

COMPARED
INDEXED

Exhibit - C -

THIS agreement made and entered into this ^{3rd} day of ~~August~~ ^{November},

1902, between C St Martain party of the first part, and Robert H. Wilkinson, party of the second part, WITNESSETH: That whereas the said party of the first part is, and has been, for a long time past the owner, and in possession of the S.E. 1/4 of the S.E. 1/4 of Section 15 and the S.W. 1/4 of the S.W. 1/4 of Section 14 and Lots 1-2 in township 41 S.R. 43 East W.M. containing 168 94/100 acres.

And whereas the said party of the second part has made entry to purchase, under the desert land act, by desert land entry No.409 of certain lands in said land entry described, and situated ~~in~~ in sections 14 and 15 and lots 3 and 4 of section 22 in said township 41 S.R. 43 East and adjoining the lands of the said party of the first part.

All of said lands being situated in Malheur County, State of Oregon.

And whereas the said party of the first part is the owner of a fence surrounding all of said lands, and whereas there has arisen a dispute concerning the use of the water flowing through and upon said lands.

NOW THEREFORE: It is agreed between said parties, that the fence designated on the map hereto attached, as the St. Martain fence shall become the property of the party of the second part, in consideration whereof, the said party of the second part agrees to erect and build a fence equelly as good as the one heretofore described, on a line beginning at the S.W. corner of St. Martain's hand, herein before described in said section 22, and running thence on the line of the said last named land, to the N.E. corner of the S.E. 1/4 of the S.E. 1/4 of Section 15, and when said fence shall have been erected, the said parties agree to share and share alike in the maintainance of the same.

-C-
EXH-B-

The said parties agree to share equally the waters flowing from the Creek designated as Corral Creek on said map, and the waters flowing through that certain ditch designated on the map as the Wilkinson Ditch, at the point of intersection of the respective ditches named, and it is further agreed that the said party of the first part, shall remain undisturbed in the use of that certain ditch designated on the map as ditch D.

In consideration of the foregoing covenants and agreements on the part of the said party of the second part, the said party of the first part, agrees to withdraw and dismiss all contest to Desert Land Entry No. 409.

WHEREFORE the rights of the respective parties hereto, concerning the land and water rights herein described, are considered settled and determined forever as herein set forth.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, the day and year first above written.

C. St. Martin (L.S.)

R. H. Wilkinson (L.S.)

North

Tp. 41 S. R. 43 E

West

East

Oregon

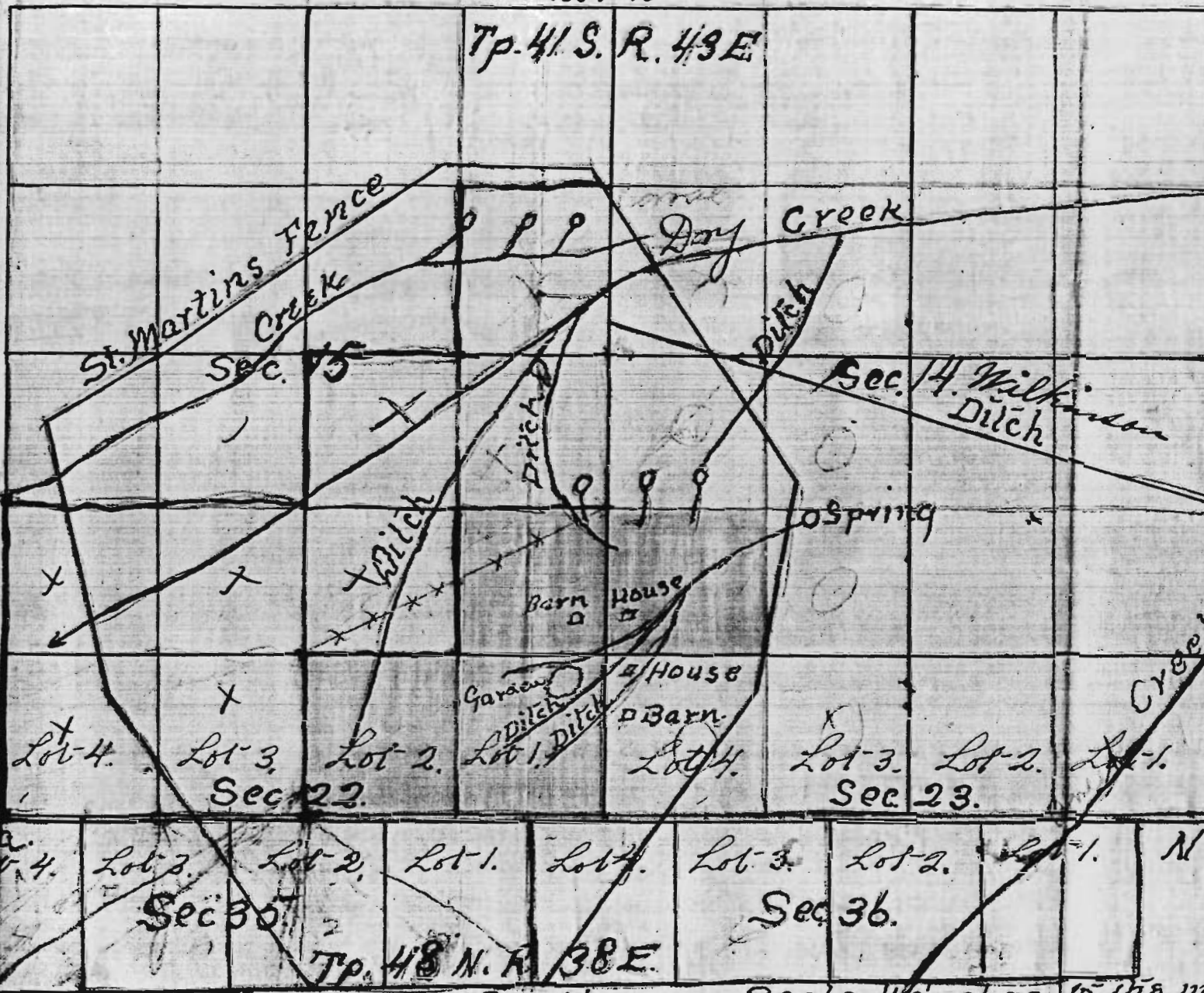
Orego

Nevada

Nevada

South

Scale 4 inches to the mile



RECEIVED
JAN 11 1891
U.S. DEPT. OF AGRICULTURE
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C.

Exh.-C-

RECEIVED

NOV 27 1992

WATER RESOURCES DEPT
SALEM, OREGON

Drad

Recorded at request of

C. St Martin

Feb 19th, A. D. 190³

at *30* min. past *10* o'clock *am*

in book *39* page *154* of *155*

Need

Records of Humboldt Co., Nev.

J. Sheehan

County Recorder

175 paid

Exhibit - D-

THIS INDENTURE, made this 17th day of November, 1902, between F.C. Wilkinson of McDermit, County of Humboldt State of Nevada, party of the first part, and C. St. Martin of the same place party of the second part. WITNESSETH: That the said party of the first part, for and in consideration of the sum of Twenty Five \$25.00 dollars lawful money of the United States, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell unto the said party of the second part, and to his heirs and assigns forever, all of the right, title, interest and estate of the party of the first part, in and to those certain lots and parcels of land, situate, lying and being in the County of Humboldt, State of Nevada and adjoining the State of Oregon, particularly described as follows to wit.

the E 1/2 of lot
Lots 1 and 2 of section 35; and lots 3 and 4 of section 36 *161.37*
township 48 N.R. 38 East containing ~~155 60/100~~ acres. Said lots being the lands embraced in application No. 13984 Filed by the party of the first part in the State Land office at Carson City, Feb. 7th. 1900.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said promises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

Frederick C. Wilkinson (L.S.)

(L.S.)

Exh. - D -

STATE OF NEVADA, }
County of Humboldt. } ss.

On this seventeenth day of November A. D., 1902,
before me, W. H. Minor, a Notary Public, ~~County Clerk~~ in and for said County,
personally appeared Fredrick C. Wilkinson,

whose name so subscribed to the annexed instrument as a party thereto, personally known to me to be the same person described in and who executed the said annexed instrument, and who _____ duly acknowledged to me that he

executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand
and official Seal, the day and year in this Certifi-
cate first above written.

W. H. Minor
Notary Public ~~County Clerk.~~

Ex H₂ - D -

RECEIVED
NOV 27 1992
WATER RESOURCES
SALEM, OREGON

This Agreement, made in duplicate this twenty-fourth day of September, 1919, between Celestin St. Martin, and Marie St. Martin, his wife, of Malheur County, Oregon, hereinafter called the Sellers, of the first part, and Pierre Mouque, of the same place, hereinafter called the Purchaser, of the second part,

Witnesseth: That said sellers hereby agree to sell and convey, for the purchase price, and upon the terms and conditions hereinafter set forth, all that certain ranch property, commonly known as the St. Martin Ranch, some of which ranch is situated in said Malheur County, Oregon, and the other part of which ranch is situated in Humboldt County, Nevada, which ranch property is particularly described as follows, to wit: The NW 1/4 of SW 1/4 of Section 14, and Lot 4 of Section 23, in Township 41 South, of Range 43 East of the Willamette Meridian, containing, according to Government Survey, 85.29 acres, more or less, subject, as reserved in patent from the United States, to a right of way thereon for ditches or canals constructed by authority of the United States. The SE 1/4 of SE 1/4 of Section 15, and the SW 1/4 of SW 1/4 of Section 14, and Lots 1 and 2 of Section 22, in Township 41 South of ~~Range 43 East~~ Range 43 East of Willamette Meridian, containing, according to U.S. Government Survey, 168.94 acres, more or less; all of said two parcels of land being in Malheur County, Oregon. Also the following described parcels of land, situated in Humboldt County, Nevada, and forming part of said ranch property, to wit: Lot 1, and the East half of Lot 2 of Section 35, and Lots 3 and 4 of Section 36, all in Township 48 North, Range 38 East, M.D.B. & M., containing 161.3 acres, more or less. And the South half of NE 1/4, and South half of NW 1/4 of Section 1, all in Township 47 North, Range 38 East, M.D.B. & M., containing 160 acres, more or less. Together with all the water rights and other appurtenances belonging to all said above described land and premises, or thereunto in anywise appertaining; and all the buildings, structures and other improvements thereon.

Exhibit-E-

That said purchaser hereby agrees to purchase all the above land and premises constituting said St. Martin Ranch from said sellers for the whole sum of Twelve thousand six hundred and sixty-three dollars (\$ 12,663), lawful money of the United States, and hereby agrees to pay said purchase price therefor as follows, to wit: The sum of Four thousand dollars (\$ 4,000) on the date of these presents, and the balance of said purchase price, to wit, the sum of Eight thousand six hundred and sixty-three dollars (\$ 8,663), on or before the fifteenth day of October, nineteen hundred and nineteen (October 15, 1919).

That said sellers also hereby agree to bargain, sell and deliver, for the purchase price, and upon the terms and conditions hereinafter set forth, unto said purchaser, all the following described personal property, situated in, on or about said St. Martin Ranch, to wit: Fifty tons of Hay ; Fifty-five Ewes (sheep) ; Five milch Cows ; Two yearling Heifers; Two yearling Steers; ^{Thirty-five Lambs,} and One Reo Automobile; and said purchaser hereby agrees to purchase all said personal property for the whole sum of Twenty-nine hundred and fifteen dollars (\$ 2,900), lawful money of the United States, payable as follows, to wit: The sum of One thousand dollars (\$ 1,000) on the date of these presents, and the balance of the purchase price for said personal property, namely, Nineteen hundred and fifteen dollars (\$ 1,900), on or before said fifteenth day of October, 1919. That in figuring the value of said personal property, said hay is figured worth \$ 700, or \$ 14 per ton, said ewes are worth \$ 440, or \$ 8 per head, said cows are worth \$ 400, or \$ 80 per head, said heifers are worth \$ 100, or \$ 50 per head, said steers are worth \$ 100, or \$ 50 per head, said lambs are worth \$ 175, or \$ 5 per head, and said automobile is worth \$ 1000. In case the sellers are unable to deliver as much hay, or as many livestock, as they herein ~~bargain~~ bargain to sell, then the purchaser shall pay for only the quantity of hay delivered, and the number of livestock delivered, upon the basis of the foregoing figures for hay per ton, and for livestock per head, and the whole purchase price for said personal property ~~shall be decreased or re-~~ shall be decreased or re-

There are in the frame dwelling house on said ranch the following articles, ~~which~~ which the sellers reserve to themselves and do not sell ~~to~~ to the purchaser, to wit: Two iron Beds, together with all the mattresses, bed springs and bedding thereunto belonging; One Dresser, and One Sewing Machine; and all the silver spoons, silver forks and silver knives now in or upon said frame dwelling house. All other personal property on said ranch (except the aforesaid hay, livestock, automobile and said reserved articles), such as farming and ranching machinery, implements and tools, and household and kitchen furniture and fixtures, ^{and all livestock brands ofx Sellers,} kitchen utensils, ~~etc.~~, shall go to the purchaser free, ^{and be thrown in as a bonus on the sale of said ranch,} and be delivered to him with the said hay, livestock and automobile, provided he pays the whole price for both said land and said hay, livestock and automobile, as aforesaid.

That the sellers shall have the right to retain the exclusive ~~possession~~ possession of both said land and said hay, livestock and automobile, until the whole of the purchase price therefor, as aforesaid, has been paid.

That the sellers will before the first day of October, 1919, ~~execute~~ prepare, sign and acknowledge a grant, bargain and sale deed, conveying to said purchaser, his heirs or assigns, all said real property above described, and deposit the same in escrow, before said time, with The Winnemucca State Bank & Trust Company, a banking corporation, at Winnemucca, Nevada, with instructions to said Bank to deliver said deed to said purchaser, his heirs, executors, administrators or assigns, upon ~~receipt~~ his or their depositing with said Bank to the credit of said sellers all of the balance of the purchase price for all said real property and said personal property hereby sold, to wit, the sum of ~~XXXXXX~~ Ten thousand five hundred and seventy-eight dollars (\$ 10,578) (which sum may possibly be reduced to a small extent by reason of the sellers not being able to deliver the full amount of the hay or livestock hereby sold, as hereinbefore referred to), at the time and in the manner prescribed by this agreement, a copy of which shall also accompany such ~~deed~~

escrow instructions and be deposited therewith with said Bank. ~~AND~~

~~XXXXXXXXXXXXXXXXXXXX~~ Said instructions in escrow so to be deposited

with said Bank shall form part of this contract of sale, and be ~~read~~

~~take~~ read and construed as a part thereof. The Sellers shall not be obliged to surrender the possession of any of said land or personal property until October fourteenth, even though the purchase price therefor is paid before such date.

In Witness Whereof, the parties hereto hereunto set their hands, the day and year first above written.

Celestin St. Martin

Marie St. Martin

Pierre Nougne

State of Nevada,)
County of Humboldt,) SS.

On this 24th day of September, A.D. 1919, personally appeared before me, a Notary Public in and for the County of Humboldt, State of Nevada, Celestin St. Martin and Marie St. Martin, his wife, and Pierre Nougne, personally known to me to be the persons described in and who ~~acknowledged to me that they~~ executed the foregoing instrument, who, each of them, acknowledged to me that they, each of them, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal, in said County of Humboldt, the day and year in this certificate above written.

L. G. Wilson

Notary Public, as aforesaid.

39317

2114

Deed

CELESTINE St. Martin
and
MARIE St. Martin
TO

PELHIE THUGUE

Dated SEP. 24, 1919

Filed for Record at the Request of

Winnemucca St. Bk. & Tr. Co.

Oct. 24 1919

at — min. past 1 o'clock P.M.,

and recorded in Book 15 of

Deeds, page 584

County Records.

A. M. Moody
Recorder.

By H. S. Sack
Deputy Recorder.

INDEXED

RECEIVED

NOV 27 1992

WATER RESOURCES DEPT.
SALEM, OREGON

EX h. - E -

This Indenture, made the twenty-fourth day of
September, one thousand nine hundred and nineteen,

Between Celestin St. Martin, and Marie St. Martin, his wife,
of Malheur County, Oregon,

the parties of the first part,
and Pierre Nouque, of the same place,

the part y of the second part,

Witnesseth: That the said part ies of the first part, in consideration of the sum of
----- Ten ----- dollars,
lawful money of the United States of America, to them
in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged,
do --- by these presents, ^{give,} grant, bargain, and sell ^{and convey} unto the said part y of the second part,
and to his heirs and assigns forever, all

those certain lot s, piece s or parcels
of land situate in the
County of Malheur, State of Oregon,
and bounded and described as follows, to-wit:

The northwest quarter of the southwest quarter of Section fourteen (14), and Lot four (4) of Section twenty-three (23), in Township forty-one (41) South, Range forty-three (43) East, Willamette Meridian, containing, according to the United States Government Survey, eighty-five and twenty-nine hundredths acres, more or less; subject, as reserved in the patent from the United States, to a right of way thereon for ditches or canals constructed by authority of the United States. And also the southeast quarter of the southeast quarter of Section fifteen (15), and the southwest quarter of the southwest quarter of Section fourteen (14), and Lots one (1) and two (2) of Section twenty-two (22), all in Township forty-one (41) South, Range forty-three (43) East, Willamette Meridian, containing, according to said Government Survey, one hundred and sixty-eight and ninety-four hundredths acres, more or less. Together with all the water rights thereunto belonging or in anywise appertaining, and all the buildings, structures and other improvements thereon.



Exh - E -

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold the said premises, together with the appurtenances, unto the said part **y** of the second part, and to **his** heirs and assigns forever

And for the consideration aforesaid, I, the said Marie St. Martin, of said Malheur County, Oregon, wife of the said Celestin Martin, do hereby release unto said grantee and his heirs and assigns all my rights of or to both dower and homestead in the aforesaid granted premises.

In Witness Whereof, the said parties of the first part, have hereunto set their hands ^{and seals} the day and year first above written.

Signed and Delivered in the Presence of

Witness
Marie St. Martin

Celestin St. Martin (SEAL)
Marie St. Martin (SEAL)

State of Nevada,)
) SS.
County of Humboldt.)

On this 24th day of September, A.D. 1919, personally appeared before me, a Notary Public in and for the County of Humboldt, State of Nevada, Celestin St. Martin, and Marie St. Martin, his wife, personally known to me to be the persons described in and who executed the foregoing and within instrument, who, each of them, acknowledged to me that they, each of them, executed the same freely and voluntarily and for the uses and purposes ther in mentioned, or expressed.

WITNESS my hand and official seal, in said County of Humboldt, the day and year in this certificate above written.

L. G. Wilson

Notary Public, as aforesaid.

RECEIVED

NOV 27 1992

CLERK OF DISTRICT COURT
SALEM, OREGON

185
(2) Deed (6)

CELESTINE St. Martin
and MARIE St. Martin
TO

PIERRE TOUQUE

Dated SEP 24, 1919.

Filed for Record at the Request of
Humboldt State Bank Co
Oct 16 - 1919
at 3 min. past 9 o'clock AM,
and recorded in Book 54 of
Deeds, page 4.

Humboldt
County Records.

J German
44085 Recorder.

By _____
Deputy Recorder.

185-4-

This Indenture, made the twenty-fourth day of
September, one thousand nine hundred and nineteen,

Between Celestin St. Martin, and Marie St. Martin, his wife,
of Malheur County, Oregon,

the part ies of the first part,
and Pierre Nouque, of the same place,

the part y of the second part,

Witnesseth: That the said part ies of the first part, in consideration of the sum of
Ten dollars,
lawful money of the United States of America, to them
in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged,
do -- by these presents, grant, bargain, and sell unto the said part y of the second part,
and to his heirs and assigns forever, all

th ose certain lot s, piece s or parcel s
of land situate in the
County of Humboldt, State of Nevada,
and bounded and described as follows, to-wit:

Lot one (1), and the East half of
Lot two (2) of Section thirty-five (35); and Lots three (3) and
four (4) of Section thirty-six (36), all in Township forty-eight
(48) North, Range thirty-eight (38) East, M.D.B. & M., containing
161.37 acres, more or less. Together with all the water rights
thereunto belonging or in anywise appertaining, and all buildings,
structures and other improvements thereon.

And also the South half of the northeast quarter, and the
South half of the northwest quarter of Section one (1), in Township
forty-seven (47) North, Range thirty-eight (38) East, M.D.B. & M.,
containing 160 acres, more or less. Together with all the water
rights thereunto belonging or in anywise appertaining, and all
buildings, structures and other improvements thereon.



161
16
32

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold the said premises, together with the appurtenances, unto the said part **y** of the second part, and to **his** heirs and assigns forever.

In Witness Whereof, the said part **ies** of the first part, ha **ve** hereunto set **their** hands the day and year first above written.

Signed and Delivered in the Presence of

} Celestin St. Martin
Marie St. Martin

State of Nevada,)
County of Humboldt.) SS.

On this 24th day of September, A.D. 1919, personally appeared before me, a Notary Public in and for the County of Humboldt, State of Nevada, Celestin St. Martin and Marie St. Martin, his wife, personally known to me to be the persons described in and who executed the foregoing and within instrument, who, each of them, acknowledged to me that they, each of them, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal, in said County of Humboldt, the day and year in this certificate above written.

L. G. Wilson

Notary Public, as aforesaid.

Land Use Information Form: Permits, Hydroelectric Licenses, Water Uses in Addition to Classified Uses

This information is needed to determine compatibility with local comprehensive plans as required by ORS 197.180. The Water Resources Department will use this and other information to evaluate the water use application. **DO NOT FILL OUT THIS FORM IF water is to be diverted, conveyed, and/or used only on federal lands.**

RECEIVED
NOV 27 1992
WATER RESOURCES DEPT.
SALEM, OREGON

Applicant's Name: John Nogue
Address: PO Box 415
City: McDermitt State: NV Zip: 89421 Day Phone: 503-522-8787

Please provide information as requested below for all tax lots on or through which water will be diverted or used. (Attach extra sheets as necessary.) 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.

Tax Lot or Local I.D.#	Plan Designation/Zoning (e.g. Rural Residential/RR-5)	Check All That Apply		
		Water Diverted	Water Conveyed	Water Use
<u>41-43-102,300</u>	<u>ERU</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>

Please list all counties and cities within which water is proposed to be diverted, conveyed, and/or used. Malheur

The following section must be completed by a planning official from **each** county and city listed unless your project will be located entirely within city limits. In this case, only the city planning agency must complete this form. Please request extra forms as needed.

For Local Government Use Only

Local government planning officials are to complete the remainder of this form. If this form can not be completed while the applicant waits, please sign and detach the receipt as instructed below. Please mail the completed form directly to the Water Resources Department (3850 Portland Rd. NE, Salem, OR, 97310) within 60 days of the date of receipt as shown below. If the form is not completed within 60 days, the Department may take action to approve the water use.

a) Check the appropriate box below and provide requested information.

☒ Land uses to be served by proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Malheur County Code. Go to section b) on reverse side.

6-3A-2cA Send Back, Malheur Co. Planning Dev.
☐ Land uses to be served by proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. **Note:** Please attach documentation of applicable local land use approvals which have already been obtained. (Record of Action plus any accompanying findings is sufficient.)

Type of Land Use Approvals Needed (e.g.: plan amendments, rezones, conditional use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Please check the box that applies:		
		Already Obtained	Already Denied	Being Pursued Satisfactorily
<u>None</u>				

(over)

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

RECEIPT # 94586

CHECK ENCLOSURES See

CHECK BASIN MAP Ony 422 #11

UNADJUDICATED AREA ? yes

SURFACE WATER REGISTRATION NUMBER 101

PRELIMINARY DATA BASE ENTRY DWP

ACKNOWLEDGEMENT LETTER See ENTER ON STREAM INDEX _____

PUBLIC NOTICE PUBLICATION DWP WATERMASTER CHECKLIST _____

CHECK QUADRANGLE MAP 1CB CHECK GLO PLATS _____

*AK - Zen M. 2-27
LV - MCB 2-27*

FORM REVIEW

_____ blanks filled in
_____ signed
_____ date received stamped

MAP REVIEW

unsub
✓ source and trib
✓ diversion point location
✓ conveyances (pipes, ditch, etc.)
✓ place of use
_____ scale
✓ township, range, section
✓ north arrow
✓ CWRE stamp
✓ disclaimer
_____ date survey was performed
✓ P.O.B. of survey
XXXX _____ dimensions and capacity of diversion system
✓ "beneficial use" type title
XXXX ✓ "permanent-quality" paper

WATER RIGHT RECORD CHECK _____ ENTER ON PLAT CARDS _____

FIELD INSPECTION _____ FINAL FILE REVIEW _____

FINAL DATA BASE ENTRY _____

A:SWRCHECK

12-24-91

December 1, 1992

JOHN NOUQUE
PO BOX 415
MCDERMITT NV 89421

RE: Surface Water Registration Statement

Dear Mr. Nouque,

This will acknowledge that your Surface Water Registration Statement in the name of John Nouque has been received by our office. The fees in the amount of \$ 475.200 have been received and our receipt # 94586 is enclosed. Your registration statement has been numbered SWR-101.

Our office will review your form and map in the near future. If necessary we will schedule a meeting with you that will include a site inspection. If there are problems with your form we are usually able to take care of them during our visit. We will be able to answer any questions you might have about the adjudication process at that time.

Please feel free to contact this office if you have any questions.

Sincerely,



Don Knauer
Adjudication Specialist

enc

C:\W\SI\SWR-0101.001



**STATE OF OREGON
WATER RESOURCES DEPARTMENT**

RECEIPT # **94586**

3850 PORTLAND ROAD NE
SALEM, OR 97310
378-8455/378-8130 (FAX)

RECEIVED FROM: Norique Ranch
BY: _____

APPLICATION	
PERMIT	
TRANSFER	

CASH: ☐ CHECK: # 94-1 OTHER: (IDENTIFY) ☐

TOTAL REC'D **\$475.20**

01-00-0 WRD MISC CASH ACCT

842.010 ADJUDICATIONS
831.087 PUBLICATIONS/MAPS
830.650 PARKING FEES Name/month _____
OTHER: (IDENTIFY) _____

\$475.20

\$

\$

\$

02-00-0 FEDERAL FUNDS

OTHER: (IDENTIFY) _____

\$

03-00-0 WRD OPERATING ACCT

MISCELLANEOUS:

840.001 COPY FEES
850.200 RESEARCH FEES
880.109 MISC REVENUE: (IDENTIFY) _____
520.000 OTHER (P-6): (IDENTIFY) _____

\$

\$

\$

\$

WATER RIGHTS:

842.001 SURFACE WATER
842.003 GROUND WATER
842.005 TRANSFER

EXAM FEE

\$

\$

\$

EXAM FEE

\$

\$

842.002

842.004

842.006

RECORD FEE

\$

\$

\$

LICENSE FEE

\$

\$

\$

842.023

842.019

842.024

WELL CONSTRUCTION

842.022 WELL DRILL CONSTRUCTOR
842.016 WELL DRILL OPERATOR
LANDOWNER'S PERMIT

06-00-0 WELL CONST START FEE

842.013 WELL CONST START FEE
MONITORING WELLS

\$

\$

CARD #

CARD #

45-00-0 LOTTERY PROCEEDS

864.000 LOTTERY PROCEEDS

\$

07-00-0 HYDRO ACTIVITY

LIC NUMBER

842.011 POWER LICENSE FEE(FW/WRD)
842.115 HYDRO LICENSE FEE(FW/WRD)

\$

\$

HYDRO APPLICATION

\$

RECEIPT # **94586**

DATED: 11/30/92

BY: C. Engel