

Application for a Permit to Use Surface Water

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 (may be an individual(s) or organization)

Name(s) (as it should appear on any permit that may be issued) <i>Jacob Franklin Craig</i>		Primary Contact (required if applicant is an organization)	
Mailing Address <i>35810 Big Trout Rd</i>	City <i>Hebo</i>	State <i>OR</i>	Zip <i>97122</i>
Email Address * <i>jacobcraig27@gmail.com</i>		Phone <i>530-925-3172</i>	

Applicant (may be an individual(s) or organization)

Name(s) (as it should appear on any permit that may be issued)		Primary Contact (required if applicant is an organization)	
Mailing Address	City	State	Zip
Email Address *		Phone	

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

Agent/Business Name			
Mailing Address	City	State	Zip
Email Address *		Phone	

* Unless requested otherwise, the Department will send documents and notifications associated with the processing of this application in electronic form (i.e., by email). Please note, the Department will send the applicant the Proposed Final Order by certified mail and any permit that may be issued by standard mail.

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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. 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.



	<i>Jacob Craig</i>	
Applicant Signature	Print Name and Title (if Organization)	Date
_____	_____	_____
Applicant Signature	Print Name and Title (if Organization)	Date

SECTION 2: PROPERTY OWNERSHIP AND SIGNATORY AUTHORITY

A. 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 submerged and/or 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 used only on federal lands.
- NO, written authorization or an easement is not necessary, because the application is made by or on behalf of a public corporation. ORS 537.211(7). Public corporation is defined in ORS 536.007(7).

B. Affected Landowners

List the names, mailing addresses, and, if available, email 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, or any lands not owned by the applicant within the proposed place of use, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary.)*

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C. Legal Description

You must provide legal descriptions for all of the following: *(Attach copies)*

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.

D. Evidence of Signatory Authority

If the applicant is a public agency, corporation or business, trust, or other organization, you must provide the title or authority of the person signing the application on behalf of the entity in **Section 1**, and you must attach evidence of signatory authority or a signed statement that such authority exists. *(Attach copies)*

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the name of the water body from which water will be diverted ("unnamed", if appropriate) and the name of the stream or lake it flows into.

	SOURCE NAME	TRIBUTARY TO
Source 1:	unnamed Spring	Spring water does not leave property
Source 2:		
Source 3:		

B. Applications to Use Stored Water

Are any of the sources listed above stored water that is authorized under a water right permit, certificate, or decree?

Yes – Please attach a copy of the permit, certificate, or decree or list the document number (for decrees, list the volume, page and/or decree name):

No – Continue with Section 4 below.

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For applications to use stored water, do you own the reservoir(s) described in Section 3A above?

Yes

No – Please 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 *Surface Water Guidebook* (www.oregon.gov/owrd/WRDFormsPDF/surfacewaterbook.pdf) 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 on the last page of this application 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/

If you need additional help, please call the customer service desk at (503) 986-0900.

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Upper Columbia - OAR 690-033-0115 through -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.

If yes,

- I understand that the permit, if issued, will not allow use during the time period of 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 through -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, you will be required to provide the following information, if applicable.

Is the proposed use for more than one cubic foot per second (448.8 gpm) and not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans)?

Yes No

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

Statewide - OAR 690-033-0330 through -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.

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SECTION 5: WATER USE

Identify each proposed use of water under this application, including the source, the requested period of use (e.g., year-round, Mar 1 – Oct 31, etc.), and the amount 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
Spring	Irrigation for Nursery Use	Year Round	.05 <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

- If the use is **irrigation or nursery use**, please indicate the number of acres for primary irrigation, supplemental irrigation and/or nursery use. (Please check that this matches the application map.)
 - Primary Irrigation: 2.5 acres
 - Supplemental Irrigation: _____ acres
 - Nursery Use: 2.5 acres
 - Total number of acre-feet you are requesting to use annually for the above uses: _____ acre-feet
 - If supplemental irrigation acres are listed, provide the permit or certificate number of the underlying primary water right(s): _____
- If the use is **municipal or quasi-municipal**, you are required to attach a completed Form M: <https://www.oregon.gov/owrd/WRDFormsPDF/muniform.pdf>
- If the use is **domestic**, indicate the number of households: _____ households
- If the use is **mining**, describe what is being mined and the method(s) of extraction (attach additional sheets if necessary):

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SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

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

Pump (provide horsepower and type):

Other means (describe):

gravity from spring box

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

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A. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) (Attach additional sheets if necessary.)

Drip

B. Conservation

Please describe why the amount of water requested is needed and measures you propose to: (1) prevent waste, (2) measure the amount of water diverted, (3) prevent damage to aquatic life and riparian habitat, (4) prevent the discharge of contaminated water to a surface stream, and (5) prevent adverse impact to public uses of affected surface waters. (Attach additional sheets if necessary.)

Irrigation via drip system limits the amount of water needed to properly water crop with very little waste.

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:

water source is a spring contained in a box,
water does not leave property

- 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.

Describe planned actions and additional permits required for project implementation:

no excavation or clearing will take place at point of diversion, once again spring is fully contained within property boundaries.

- 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:

System for irrigation will be gravity system. Spring does not leave property, therefore, no aquatic life exists in spring.

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

Irrigation of crops are away from spring with no irrigation making it back to spring system

- Other state and federal permits or contracts required and to be obtained, if a water right permit is granted.
 List:

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: As soon as permitted, hopefully 2026
- b) Date construction will be completed: 2026
- c) Date beneficial water use will begin: 2033

Please note, the above items (a)-(c) must be provided for an application to be accepted. It is understood that these proposed dates may be approximate (i.e., month-year).

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		Mailing Address	
City	State	Zip	

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SECTION 10: REMARKS

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

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-305-0010 and ORS 537.140)

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Include this checklist with the application

Check that each of the following items are included. The application will be returned as incomplete if all required items are not included. Please submit the original application and signatures to the Oregon Water Resources Department. Applicants are encouraged to keep a copy of the completed application. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership and Signatory Authority
- 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

A COMPLETE APPLICATION INCLUDES THE FOLLOWING ITEMS:

Additional information may be required. See the Surface Water Guidebook for details.

www.oregon.gov/owrd/WRDFormsPDF/surfacewaterbook.pdf

- Completed **Application for a Permit to use Surface Water** (including Sections 1-10, as described above).
- Completed **Land Use Information Form** with original signature of local planning department. This form must be dated no more than one year prior to application submission.
- Legal Description** of: (1) the property(ies) from which the water is to be diverted, (2) any property(ies) crossed by the proposed ditch, canal or other work, and (3) any property(ies) on which the water is to be used as depicted on the map.
- Evidence of signatory authority** or a signed statement that such authority exists for applications submitted on behalf of an entity (e.g., organization).
- Application Map** that includes all required elements as described in [OAR 690-305-0010](#).
- Application Fees** – Please use the Fee Calculators at apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/ or contact the Customer Service Group at wrd_dl_customerservice@water.oregon.gov or (503) 986-0900.

Total Examination Fee: \$ _____

Recording Fee: \$ _____

Amount required to be paid at this time (60% of total examination fee): \$ _____

Land Use Information Form

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Attachment 2: 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

NAME Jacob Craig			PHONE 503-925-3172		
MAILING ADDRESS 35810 Big Trout Road					
CITY Hebo	STATE OR	ZIP 97122	EMAIL jacobcraig27@gmail.com		

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A. Land and Location

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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:
9s	6w	32	se/sw	901	EFU	<input type="checkbox"/> Diverted	<input 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:

Polk

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

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

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

Source of water:
 Reservoir/Pond
 Ground Water
 Surface Water (name) Unnamed spring

Estimated quantity of water needed: 0.05
 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 for Water Right for irrigation of nursery crop

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 →

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 use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): PCZO 136.070(A)
- Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

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

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

Farm Use is permitted outright.

Name: Ricky Mesa Title: Assistant Planner
 Signature: [Signature] Date: 3/26/26
 Governmental Entity: Polk County Planning Division Phone: 503-623-9237

Receipt Acknowledging Request for Land Use Information

Note to Local Government Representative:
 Please complete this form and return it to the applicant. **For new water right applications only**, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.

Applicant Name: _____
 Staff Name: _____ Title: _____
 Staff Signature: _____ Date: _____
 Governmental Entity: _____ Phone: _____

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RECORDED IN POLK COUNTY
Valerie Unger, County Clerk

2008-013342

Return to:
LandAmerica Account Servicing
1555 E. McAndrews Road Suite 100
Medford, OR 97504



\$66.00

00206801200800133420080085

11/12/2008 03:23:55 PM

REC-DOT Cnt=1 Stn=1 K. WILLIAMS
\$40.00 \$11.00 \$5.00 \$10.00

TRUST DEED

THIS TRUST DEED ("Security Instrument") is made on November 04, 2008

BY "Grantor": Jacob Craig
whose address is PO Box 230
Otis, OR 97368
TO "Trustee": LAWYERS TITLE INSURANCE CORPORATION, a Nebraska corporation
having its office at 541 NE 20th Avenue, Suite 207
Portland, OR 97232
FOR THE BENEFIT OF "Beneficiary": Alex Chelsea Andrade

whose address is 7280 NW Council Tree Lane
Corvallis OR97330

AFTER RECORDING RETURN TO:
LAWYERS TITLE INSURANCE CORP
39 90046 440

Beneficiary has made a loan ("the Loan") to Grantor in the principal sum of One Hundred Fifteen Thousand and 00/100 Dollars (U.S. \$115,000.00). The Loan is evidenced by Grantor's Promissory Note dated the same date as this Security Instrument. The Loan, if not sooner paid, is due and payable in full on November 12, 2010. The Promissory Note, as it may be modified, extended, or replaced from time to time, is referred to in this Security Instrument as the "Note." Grantor has agreed to provide this Security Instrument to Beneficiary as a condition of Beneficiary's loan to Grantor.

This Security Instrument secures to Beneficiary: (a) the repayment of the debt evidenced by the Note and all renewals, extensions and modifications; (b) the payment of all other sums advanced under the terms of this Security Instrument to protect the security interest of Beneficiary; and (c) the performance of Grantor's covenants and agreements under this Security Instrument and the Note.

For valuable consideration, receipt of which is hereby acknowledged; for the purposes stated above; and for the purpose of securing the Obligations described in Section 1.01 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the real property located in Polk County, State of Oregon, and more particularly described in **Exhibit A** attached to, and incorporated by this reference into, this Security Instrument, TOGETHER WITH (1) all dwellings and other improvements now or hereafter located thereon, (2) all easements, tenements, hereditaments, rights and appurtenances relating thereto, (3) all replacements and additions thereto, (4) all awards for any taking of all or any portion thereof, and (5) all insurance proceeds for any damage thereto (collectively, the "Trust Property").

This Security Instrument, the Note, and all other agreements executed at any time in connection therewith, as they may be amended or supplemented from time to time, are sometimes collectively referred to in this instrument as the "Loan Documents."

GRANTOR AND BENEFICIARY COVENANT AND AGREE AS FOLLOWS:

ARTICLE ONE: Particular Covenants and Warranties of Grantor

1.01 Obligations Secured. This Security Instrument secures the payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note, this Security Instrument, and the other Loan Documents, whether such payment and performance is now due or becomes due in the future (collectively, the "Obligations").

1.02 Payment and Performance. Grantor shall pay and perform all of the Obligations when due.

1.03 Property. Grantor warrants that Grantor holds good and merchantable title to the Trust Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those specifically identified in a title insurance policy issued to Beneficiary in connection with the Loan or on **Exhibit B** attached to this Security Agreement. (If there is a title insurance policy or there are no such liens, etc., then Exhibit B is omitted.) Grantor covenants that it

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shall forever defend Beneficiary's and Trustee's rights under this Security Instrument and the priority of this Security Instrument against the adverse claims and demands of all persons.

1.04 Further Assurances. Grantor shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Security Instrument.

1.05 Compliance with Laws. Grantor represents, warrants, and covenants that the Trust Property is currently in material compliance with, and will at all times be maintained in material compliance with, all applicable laws, and all covenants, conditions, easements, and restrictions affecting the Trust Property.

1.06 Environmental Compliance

(1) For purposes of this section, "Environmental Law" means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances or environmental conditions. For purposes of this section, "Hazardous Substance" includes, without limitation, any substance that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local law or regulation.

(2) Grantor will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of such Hazardous Substances (and in such quantities) as may commonly be used for household purposes, provided such substances are stored and used in compliance with all Environmental Laws. Grantor will keep and maintain the Trust Property in compliance with all Environmental Laws.

(3) Beneficiary shall have the right to participate in any legal proceeding initiated with respect to the Trust Property in connection with any Environmental Law and have its attorney fees paid by Grantor. If, at any time, Beneficiary has reason to believe that any violation of this Section 1.06 has occurred or is threatened, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment by a qualified environmental consultant. Grantor shall promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(4) If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Trust Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, Grantor shall promptly complete all such work at Grantor's expense.

(5) All representations, warranties, and covenants in this Section 1.06 shall survive the satisfaction of the Obligations, the reconveyance of the Trust Property, or the foreclosure of this Security Instrument.

1.07 Maintenance and Improvements; Inspections. Grantor shall not permit the Trust Property or any part thereof to be removed, demolished, or materially altered without Beneficiary's prior written consent. Grantor shall maintain the Trust Property, and every portion thereof, in good repair and condition, except for reasonable wear and tear, and shall at Beneficiary's election restore, replace, or rebuild the Trust Property or any part thereof now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Section 2.01). Grantor shall not commit or suffer any waste or strip of the Trust Property. Beneficiary or its agent may make reasonable entries upon and inspections of the Trust Property. Beneficiary shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

1.08 Liens. Grantor shall pay when due all claims for labor and materials that, if unpaid, might become a lien on the Trust Property. Grantor shall not create or suffer any lien, security interest, or encumbrance on the Trust Property that may be prior to, or on a parity with, the lien of this Security Instrument, except as expressly approved in writing by Beneficiary or as permitted in Section 1.09.

1.09 Impositions. Grantor shall pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein (collectively, the "Impositions"); provided, however, that if by law any such Imposition may be paid in installments, Grantor may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. Grantor shall furnish to Beneficiary promptly on request satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.10 Limitations of Use. Grantor shall not initiate or consent to any rezoning of the Trust Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Trust Property without the prior written consent of Beneficiary.

1.11 Insurance

(1) *Property and Other Insurance.* Grantor shall obtain and maintain during the term of this Security Instrument all-risk property insurance (including flood insurance unless waived by Beneficiary) in an amount not less than the full remaining principal balance of the Note or, if greater, in the amount of the full replacement cost of the Trust Property, without reduction for coinsurance.

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(2) *Insurance Companies and Policies.* All insurance shall be written by a company or companies reasonably acceptable to Beneficiary; shall contain a long-form mortgagee endorsement in favor of Beneficiary with proceeds under any policy payable to Beneficiary, subject to the terms of this Security Instrument; shall require 10 days' prior written notice to Beneficiary of cancellation or reduction in coverage; and shall contain a waiver of subrogation. Grantor shall furnish to Beneficiary on request a certificate evidencing the coverage required under this Security Instrument and a copy of each policy.

1.12 Casualty/Loss Restoration

(1) After the occurrence of any casualty to the Trust Property, whether or not covered by insurance, Grantor shall give prompt written notice thereof to Beneficiary. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(2) All insurance proceeds with respect to the Trust Property shall be payable to Beneficiary. At Beneficiary's discretion, insurance proceeds may be applied to the Obligations or may be released to Grantor, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property.

1.13 Actions to Protect Trust Property; Reserves

(1) If Grantor shall fail to pay, perform, or observe any of its covenants hereunder, Beneficiary may, but shall not be required to, take such actions as it deems appropriate to remedy such failure. All sums, including reasonable attorney fees, so expended, or expended to maintain the lien or estate of this Security Instrument or its priority, or to protect or enforce any of Beneficiary's rights hereunder, shall be a lien on the Trust Property, shall be secured by this Security Instrument, and shall be paid by Grantor on demand, together with interest thereon at the rate provided in the Note. No payment or other action by Beneficiary under this section shall impair any other right or remedy available to Beneficiary or constitute a waiver of any Event of Default.

(2) If Grantor fails to perform promptly any of its obligations under Section 1.09 or 1.11 of this Security Instrument, Beneficiary may require Grantor thereafter to pay and maintain with Beneficiary reserves for payment of such obligations. In that event, Grantor shall pay to Beneficiary each month a sum estimated by Beneficiary to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions, insurance premiums, or both. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantor shall pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds. Beneficiary shall credit to Grantor interest on such reserves at the minimum rate required from time to time by applicable law. Beneficiary shall not hold the reserves in trust for Grantor, and Beneficiary shall not be the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

1.14 Estoppel Certificates. Grantor, within five days of request, shall furnish Beneficiary a written statement, duly acknowledged, of the amount of the Obligations secured by this Security Instrument and whether any offsets or defenses exist against the Obligations secured hereby. If Grantor shall fail to furnish such a statement within the time allowed, Beneficiary shall be authorized, as Grantor's attorney-in-fact, to execute and deliver such statement.

1.15 Loan Charges. If the Loan secured by this Security Agreement is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Grantor that exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

ARTICLE TWO: Condemnation

Should the Trust Property or any part thereof be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a "Condemnation"), or should Grantor receive any notice or other information regarding such action, Grantor shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor ("Condemnation Proceeds") up to the full amount of the Obligations, and may appear in any Condemnation proceeding in its own or Grantor's name and make any settlement in connection therewith. Beneficiary may, at its option, apply the Condemnation Proceeds to the Obligations or release the proceeds to Grantor, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property.

ARTICLE THREE: Leases and Rents

3.01 Assignment of Leases and Rents. Grantor assigns to Beneficiary all leases, rental contracts, and other agreements now or hereafter relating to the Trust Property or any portion thereof (the "Leases") and all rents and income derived therefrom (the "Rents"). Beneficiary shall have the right, but shall not be obligated, after the occurrence of an Event of Default, to notify any and all obligors under any of the Leases that the same have been assigned to Beneficiary; to discount, compromise, enforce, and collect the Leases and Rents; and to exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents. Beneficiary shall have the right to use and apply any Rents received (1) for any costs and expenses incurred in connection with enforcing this assignment and collecting Rents; (2) for the maintenance of the Trust Property; and (3) for reduction of the Obligations in such order as Beneficiary shall determine. Beneficiary hereby gives Grantor a revocable license to collect and receive the Rents. Such license may be revoked by

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Beneficiary, without notice to Grantor, on the occurrence of any Event of Default under this Security Instrument. Grantor agrees not to collect any Rents more than 30 days in advance. This assignment shall not operate to place responsibility for the care, maintenance, or repair of the Trust Property on Beneficiary.

3.02 Attorney-in-Fact. Grantor irrevocably constitutes and appoints Beneficiary as its true and lawful attorney-in-fact, with power of substitution, to exercise any and all of the rights, powers, and authorities described in this Article Three and to endorse any instruments given in payment of any Rents.

ARTICLE FOUR: Security Agreement and Fixture Filing

To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in all fixtures located on the Trust Property. This Security Instrument shall constitute a security agreement and fixture filing under the Uniform Commercial Code statutes of the state of Oregon. The mailing address of Grantor and the address of Beneficiary from which information may be obtained are set forth on Page 1 of this Security Instrument.

ARTICLE FIVE: Events of Default; Remedies

5.01 Events of Default. Each of the following shall constitute an Event of Default under this Security Instrument and under each of the other Loan Documents:

(1) *Nonpayment.* Failure of Grantor to pay any of the Obligations on or within 15 days after the due date.

(2) *Breach of Other Covenants.* Failure of Grantor to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note, in this Security Instrument, or in any other Loan Document.

(3) *Misinformation.* Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or its agents to Beneficiary in connection with any of the Obligations.

(4) *Other Default.* The occurrence of any other event of default under the Note, the Loan Documents, or any of the other Obligations.

(5) *Other Indebtedness, Secondary Financing.* Grantor's default beyond applicable grace periods in the payment of any other indebtedness secured by all or any portion of the Trust Property.

(6) *Bankruptcy.* The occurrence of any of the following with respect to Grantor, any guarantor of the Obligations, or the then-owner of the Trust Property: (a) appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law; (d) inability to pay debts when due; or (e) any general assignment for the benefit of creditors.

(7) *Transfer; Due-on-Sale.* Any sale, gift, conveyance, contract for conveyance, transfer, or assignment of the Trust Property, or any part thereof or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent. Any lease for a term in excess of three years, and any lease containing an option to purchase the Trust Property or any portion thereof, shall be a Transfer. The provisions of this subsection (7) shall apply to each and every Transfer, regardless of whether or not Beneficiary has consented or waived its rights in connection with any previous Transfer. Beneficiary may attach such conditions to its consent under this subsection (7) as Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

5.02 Remedies in Case of Default. If an Event of Default shall occur, Beneficiary or Trustee, as the case may be, may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) *Rents.* Beneficiary may revoke Grantor's right to collect the Rents, and may collect the Rents. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this subsection (2).

(3) *Power of Sale.* Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.

(4) *Foreclosure.* Beneficiary may judicially foreclose this Security Instrument and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property.

(5) *Fixtures and Personal Property.* With respect to any fixtures or other property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

5.03 Sale. In any sale under this Security Instrument or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed

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Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold. Nevertheless, Grantor shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary or to such purchaser or purchasers all such instruments requested by Beneficiary for such purpose.

5.04 Cumulative Remedies. All remedies under this Security Instrument are cumulative. Any election to pursue one remedy shall not preclude the exercise of any other remedy. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of any Event of Default.

5.05 Application of Proceeds. All proceeds from the exercise of the rights and remedies under this Article Five shall be applied (1) to costs of exercising such rights and remedies; (2) to the Obligations, in such order as Beneficiary shall determine in its sole discretion; and (3) the surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled thereto.

ARTICLE SIX: General Provisions

6.01 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor under this Security Instrument.

6.02 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Security Instrument, without affecting the liability of any person for payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be evidence of the truthfulness thereof. If all the obligations under this Security Instrument and the Note shall be paid, performed, and satisfied in full, then the lien and estate hereby granted shall be reconveyed. A recorded reconveyance reciting that all obligations secured by this Security Instrument are fully satisfied shall constitute a discharge of this Security Instrument from the Trust Property in all respects, except that the representations, covenants and warranties of Section 1.06 shall survive the reconveyance without regard to recitals or statements of satisfaction and discharge in the reconveyance.

6.03 Notice. Except as otherwise provided in this Security Instrument, all notices shall be in writing and may be delivered by hand, or mailed by first-class certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Security Instrument. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given on the date of mailing; notices given by hand shall be deemed to have been given when actually received.

6.04 Successor Trustee. Beneficiary may appoint one or more successor trustees to execute the trust created under this Security Instrument, and the successor trustee shall have, and shall succeed to, all the powers and duties of a trust deed trustee permitted and afforded by law and this Security Instrument.

6.05 Security Instrument Binding on Successors and Assigns. This Security Instrument shall be binding on and inure to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantor, Trustee, and Beneficiary.

6.06 Indemnity. Grantor shall, to the fullest extent allowed by law, hold Beneficiary and Trustee and, if either is a corporation or other legal entity, their respective directors, officers, employees, agents, and attorneys harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interests and rights under this Security Instrument.

6.07 Expenses and Attorney Fees. Grantor shall pay all fees and expenses, taxes, assessments, and charges arising out of or in connection with the execution, delivery, and recording of this Security Instrument. To the full extent permitted by law, Grantor shall pay all fees, costs and expenses, including without limitation costs of title search or title guarantee and trustee fees, costs and expenses, arising from the exercise of the remedies enumerated in this Security Instrument or available by law, in equity, or otherwise, to Beneficiary or Trustee, as the case may be. If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to bankruptcy, eminent domain, or probate proceedings), and a lawyer is employed by Beneficiary to appear in any such proceeding or seek relief from a judicial or statutory stay, or otherwise enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary in connection with the above mentioned events and any appeals. Such amounts that Grantor shall pay under this section shall be secured by this Security Instrument and, if not paid on demand, shall bear interest at the rate specified in the Note.

6.08 Applicable Law. This Security Instrument shall be governed by the laws of the state of Oregon.

6.09 Person Defined. As used in this Security Instrument, the word *person* shall mean any natural person, partnership, trust, corporation, limited liability company, or other legal entity of any nature.

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6.10 Severability. If any provision of this Security Instrument shall be held to be invalid, illegal, or unenforceable, the other provisions of this Security Instrument shall not be affected.

6.11 Entire Agreement. This Security Instrument contains the entire agreement of the parties with respect to the Trust Property. No prior agreement or promise made by any party to this Security Instrument that is not contained herein shall be binding or valid.

6.12 Joint and Several Liability. If this Security Instrument is executed by two or more persons as Grantor, all of such persons shall be liable, jointly and severally, for payment of all sums and performance of all covenants in this Security Instrument.

6.13 Standard for Discretion. If this Security Instrument is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard shall be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

6.14 WARNING: UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF INSURANCE COVERAGE AS REQUIRED BY THE CONTRACT OR LOAN AGREEMENT BETWEEN THEM, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE PURCHASED BY BENEFICIARY MAY NOT PAY ANY CLAIM MADE BY OR AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THE COVERAGE BY PROVIDING EVIDENCE THAT GRANTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE. GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE COVERAGE PURCHASED BY BENEFICIARY, WHICH COST MAY BE ADDED TO GRANTOR'S CONTRACT OR LOAN BALANCE. IF IT IS SO ADDED, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO IT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE GRANTOR'S PRIOR COVERAGE LAPSED OR THE DATE GRANTOR FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR MIGHT OTHERWISE OBTAIN ALONE AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Security Instrument and in any addendum recorded with it.

GRANTOR:

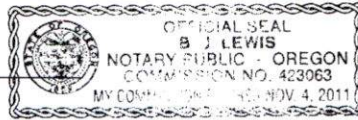


Jacob Craig

STATE OF OREGON
COUNTY OF Manas
The foregoing instrument was acknowledged before me this 10 day of November, 2008 by
Jacob Craig



Notary Public State of Oregon
My commission expires: 11-4-11



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REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Trust Deed. Said note or notes, together with all other indebtedness secured by this Trust Deed, have been paid in full. You are hereby directed to cancel said note or notes and this Trust Deed, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Trust Deed to the person or persons legally entitled thereto.

BENEFICIARY:

_____ DATE: _____

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**EXHIBIT A
LEGAL DESCRIPTION**

Beginning at an iron pipe at the Southeast corner of the Lucian Heath Donation Land Claim No. 60 and 56, in Section 5, Township 10 South, Range 6 West of the Willamette Meridian in Polk County, Oregon; thence North 0°31'56" East 298.37 feet to an iron pipe being in the Kings Valley Highway; on the North line of Section 5, in said Township and Range, the true point of beginning; thence South 89°53'11" East 375.00 feet; thence North 0°31'56" East 290.4 feet; thence North 89°53'11" West 375.00 feet; to a point on the East boundary of said Claim 56 and 60; thence South 0°31'56" West 290.4 feet to the place of beginning.

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General Information on Processing of Water-Use Permit Applications

Before Applying: If you are considering applying for a *Permit to Use Surface Water*, it is recommended that you review the *Surface Water Guidebook* (www.oregon.gov/owrd/WRDFormsPDF/surfacewaterbook.pdf) and *Water Rights in Oregon* (www.oregon.gov/owrd/WRDPublications1/aquabook.pdf). Please also review the list of restricted sources available on the Department's website (www.oregon.gov/owrd/programs/WaterRights/Permits/Pages/Obtain.aspx). If the Department receives an application for a restricted source identified on this list, the application will be returned along with all or a portion of the fees that were submitted. Please contact the Customer Service Group at 503-986-0900 or wrd_dl_customerservice@water.oregon.gov with any questions.

Application Submission: Applications must be submitted using the currently available application forms, which can be found here: www.oregon.gov/owrd/programs/WaterRights/Permits/Pages/Obtain.aspx. These forms contain a checklist of required items that must be submitted for an application to be considered complete. Effective April 1, 2026, a portion of the application exam fee is required to be paid when the application is submitted. The remaining portion of the exam fee and the permit recording fee must be paid after the applicant receives the Initial Review (below) if the applicant would like the Department to continue processing the application. Please use the Department's Fee Calculators to determine the fees required for an application (apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/).

Applications submitted to the Department will be screened to identify if the proposed use is restricted under ORS 536.415. A list of sources subject to these restrictions is available online, as described in the "Before Applying" section above. For applications received on or after April 1, 2026, the Department will return the application, and all or a portion of the fees, if the source of water is subject to listed restrictions. If the Department finds the application to be complete and not subject to restricted sources, the application will receive a tentative priority date, an application number, and a Water Rights Caseworker will be assigned.

Initial Review: The Department reviews the application to determine whether water is available during the period of use 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 the Department's preliminary determinations is sent to the applicant electronically by email unless requested otherwise or an applicant email address is not available. Following issuance of the IR, the applicant has 90 days to notify the Department if they would like to continue processing the application and to pay any remaining fees due. If written notification to continue processing and payment of any remaining fees is not received by the due date described in the Initial Review, the Department will close the application file and take no further action on the application.

Public Notice and Comment Period: If the applicant notifies the Department to continue processing the application and any remaining fees due are received, the application will be put on the Department's weekly public notice. This opens a 30-day public comment period. If the IR determined the application will have an impact on surface water flows where sensitive, threatened, or endangered (STE) fish species may be present, the application will be reviewed by the Oregon Department of Fish and Wildlife and the Oregon Department of Environmental Quality.

Proposed Final Order: The Department will review any comments received, including comments from other state agencies, and issue 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. The PFO will be put on the Department's weekly public notice, and a 45-day period within which any protests of the PFO must be received by the Department will begin. Information describing protest requirements and fees is provided within the PFO.

Decision Becomes Final: Unless a timely protest is received or the PFO is withdrawn for further consideration by the Department, the PFO shall become a final order on the date that is 33 days after the close of the time period for submitting a protest with no further action required by the Department. If the application is approved, a permit will be issued. The permit will specify the details of the authorized use and any terms, limitations, or conditions that the Department deems appropriate.

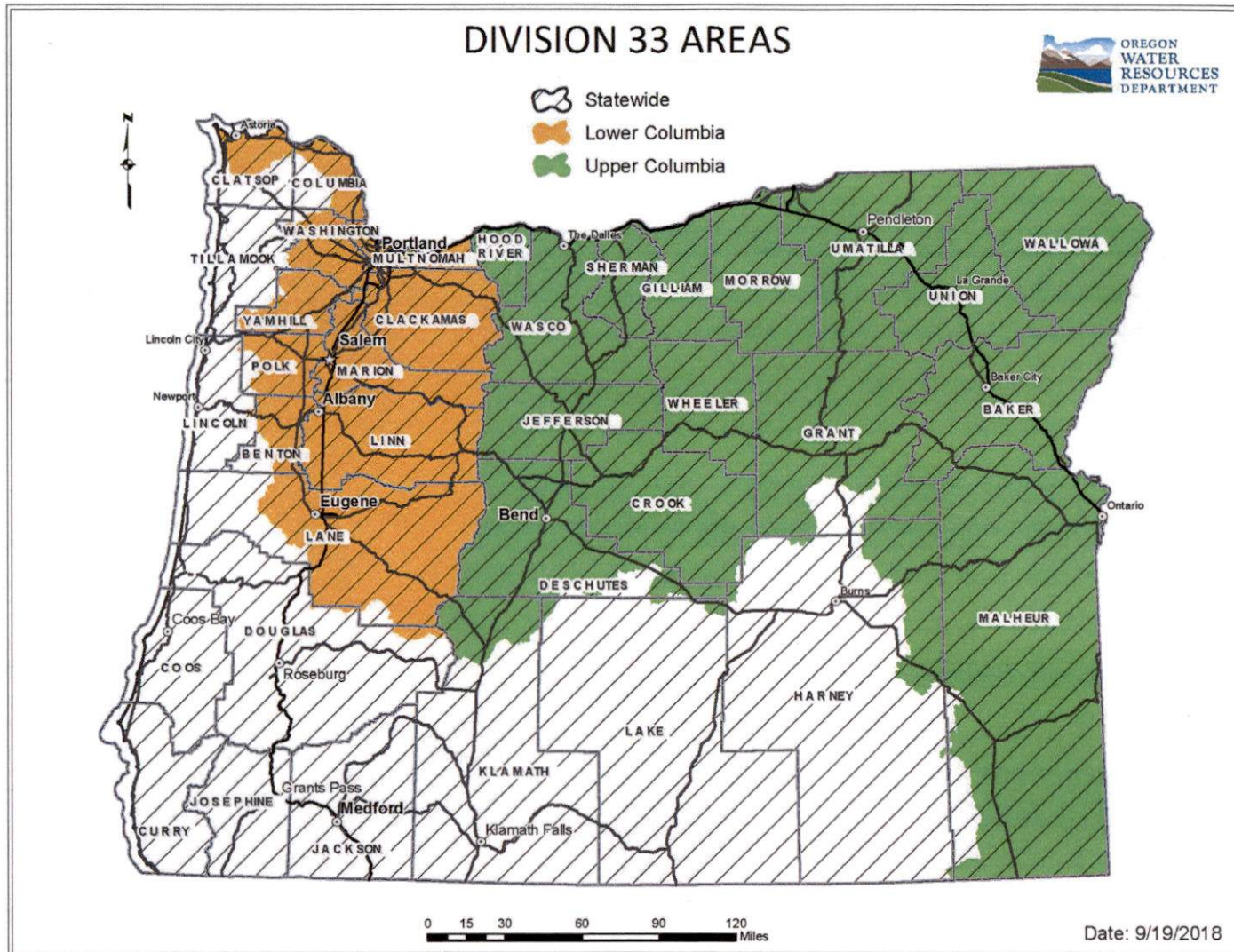
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Surface Water Application — General Processing Information
Revised: March 2026

Figure 1: Map of Division 33 Areas



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For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a POA and click on "Submit" to retrieve a report that will show which section, if any, of the Division 33 rules apply: https://apps.wrd.state.or.us/apps/misc/lkp_trsqg_features/

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Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Jacob Craig 35810 Big Trout Rd
Hebo, OR 97122

Transaction Type: SW App

Fees Received: \$ ~~1720.00~~ 1719.00

Cash Check: Check No. _____
Name(s) on Check: _____

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,
OWRD Customer Service Staff

witnessed by MR

Submission received by: Sarah Benham
(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.

Application for a Permit to Use
Surface Water
Salem, OR

Received by OWRD
MAY 01 2026

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



IMPORTANT NOTICES: Before you prepare your application, please read the below notices. Please also refer to the Surface Water Guidebook (www.oregon.gov/owrd/WRDFormsPDF/surfacewaterbook.pdf).

Application Form Updates:

Chapters 282 and 575, Oregon Laws 2025, amended statutes governing water right permit application processing. In addition, the Water Resources Commission adopted amended rules on March 19, 2026. As a result, this application form has been updated and is required to be used for any application received on or after April 1, 2026. Please note, modification of this form is not permitted. If a section does not contain the necessary space or response options for your situation, please provide your information in "Section 10: Remarks" or on additional pages.

Applications Restricted under ORS 536.415 will be Returned:

For applications received on or after April 1, 2026, the Department will return the application, and all or a portion of the fees, if the source of water is withdrawn from appropriation under ORS 538 or by rule or order of the Water Resources Commission under ORS 536.410.

The Department will conduct this review at intake and based upon the information provided when the application is received. **IMPORTANT:** The Department has published a list of sources subject to the above restrictions. You are strongly encouraged to review this list carefully before submitting your application. The list can be found here: www.oregon.gov/owrd/programs/WaterRights/Permits/Pages/Obtain.aspx

Fee Submission Updates:

For applications received on or after April 1, 2026, partial payment (equaling 60 percent of the examination fee) is due at application submission, and the remaining portion (equaling 40 percent of the examination fee and the permit recording fee) is due following issuance of the Initial Review if the applicant notifies the Department to continue processing the application (see below). Please use the Department's online Fee Calculator (apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/) to determine the fees for your application.

Processing Updates:

Response required following Initial Review—Following issuance of the Initial Review (IR), if an applicant would like the Department to continue processing the application to reach a final decision, the applicant must notify the Department in writing within 90 days of IR issuance AND pay any remaining fees due.

Proposed Final Order will become a Final Order under certain circumstances—If the Department does not receive a timely protest of a Proposed Final Order (PFO) and does not withdraw the PFO, the PFO will become a Final Order 33 days after the close of the period of time in which to file a protest.

Electronic Forms of Documents:

Beginning on April 1, 2026, and unless requested otherwise by the applicant, the Department will send documents and notifications associated with processing of applications in electronic form (i.e., by email). These emails may come from an automated system (wrd_automated_email@water.oregon.gov). Consider adding this email address to your safe sender list. The Department will send Proposed Final Orders by certified mail and any permit that may be issued by standard mail.