

# Application for a Permit to Use Ground Water



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

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME BLAINE D. ALLEN		PHONE (HM) 801-782-1336	
PHONE (WK) 801-782-1336	CELL 801-497-1068	FAX	
ADDRESS 3415 NORTH 850 EAST			
CITY NORTH OGDEN	STATE UT	ZIP 84414	E-MAIL BALLEN@BUCKNER.COM

### Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

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

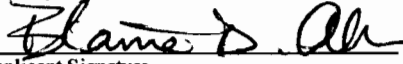
AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

Note: Attach multiple copies as needed

### By 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 use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get 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 get water to which they are entitled.

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


**Blaine D. Allen**  
Print Name and title if applicable
10/4/11  
Date

\_\_\_\_\_  
 Applicant Signature
 \_\_\_\_\_  
 Print Name and title if applicable
 \_\_\_\_\_  
 Date

For Department Use		
App. No. <u>G-17493</u>	Permit No. _____	Date <u>OCT 11 2011</u>

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**SECTION 2: PROPERTY OWNERSHIP**

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

Yes

- There are no encumbrances.
- This land is encumbered by easements, rights of way, roads or other encumbrances.

No

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

\_\_\_\_\_

**SECTION 3: WELL DEVELOPMENT**

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
1	WOLF CREEK	825 FEET	10 FEET

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

\_\_\_\_\_

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: Sand and gravel under artesian pressure (see attached well log from a near by well)

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Total maximum rate requested: 1000 gallons/minute (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. *(If a well log is available, please submit it in addition to completing the table.)* If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	not yet drilled	<input type="checkbox"/>	12 inches ID 12 5/8 OD	complete dept of well approx 500 feet	below seal (101 feet to 500 feet)	100 feet (perhap more is needed)	unknown	sand and gravel (see attached well log of a near by existing well)	500 feet	1340 gal/min	783
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

G-174913

\* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

\*\* A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.



- 4. Aquatic life and riparian habitat will NOT be adversely affected, rather it will be improved as run-offwater and stored water will be applied thru an irrigation system eliminating water waste inherently associated with flood irrigation methods.
- 5. Discharge of well water can and will be closely monitored by applying the correct amount of water at the right time for growing crops. This will eliminate uncontrolled run-off and erosion associated with flood irrigation practices.
- 6. Changing from flood irrigation system to a controlled sprinkler system will reduce over-all water useage. Less water will be required during the run-off season allowing more water to flow down stream.

**SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR**

If you would like to store ground water in a reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Reservoir name: \_\_\_\_\_ Acreage inundated by reservoir: \_\_\_\_\_

Use(s): \_\_\_\_\_

Volume of Reservoir (acre-feet): \_\_\_\_\_ Dam height (feet, if excavated, write "zero"): \_\_\_\_\_

*Note: If the dam height is greater than or equal to 10.0' above land surface AND the reservoir will store 9.2 acre feet or more, engineered plans and specifications must be approved prior to storage of water.*

**SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR**

If you would like to use stored ground water from the reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Annual volume (acre-feet): \_\_\_\_\_

USE OF STORED GROUND WATER	PERIOD OF USE

**SECTION 8: PROJECT SCHEDULE**

Date construction will begin: Dec 1 2011 (pending date of permit)

Date construction will be completed: April 1, 2012 (pending date of permit)

Date beneficial water use will begin: May 2012 (pending date of permit)

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**SECTION 9: REMARKS**

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

the current primary water right with stored water right will meet the majority water requirements for the acres this permit is being requested for. To complete the growing season some additional water will be needed. The primary

water right and stored water will be used as the primary water resource and well water as a supplement. I'm applying for a permit allowing for 1000 gallons per minute to accommodate the pivot system.

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## Land Use Information Form



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

### NOTE TO APPLICANTS

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

**This form is NOT required if:**

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
  - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
  - b) The application involves a change in place of use only;
  - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
  - d) The application involves irrigation water uses only.

### NOTE TO LOCAL GOVERNMENTS

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

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# Land Use Information Form



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

Applicant: Blaine D. Allen

First

\_\_\_\_\_ Last

Mailing Address: 3415 North 850 East

North Ogden

City

Ut

State

Zip

84414 Daytime Phone: 801-497-1068

## A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
6 so.	39 e	15	sw-ne sw/n w se/nw ne/sw nw/s w nw/se	2304	irrigation	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	agricult ure
6 so.	39 e	16	ne/ne se/ne ne/se	2304	irrigation	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	agricult ure
						<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:

union	<div style="font-size: 24px; font-weight: bold; margin-bottom: 5px;">RECEIVED</div> <div style="font-size: 18px; font-weight: bold; margin-bottom: 5px;">OCT 11 2011</div> <div style="font-size: 12px; font-weight: bold; margin-bottom: 5px;">WATER RESOURCES DEPT</div> <div style="font-size: 12px; font-weight: bold;">SALEM, OREGON</div>
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## B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 783 acre feet     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:

G-17423



Irrigation of valuable crops, ie., Wheat, Alfalfa, Potatoes

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

See bottom of Page 3. →

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## For Local Government Use Only

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

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

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

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
	ORS 215.203	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

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Name: Scott Hartell Title: Associate Planner  
 Signature: Scott Hartell Phone: 541 963 1014 Date: 9-28-11  
 Government Entity: Union County

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

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF OREGON

COUNTY OF UNION

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

Holman, Kenneth a & Patsy  
41745 Fort Hill Rd  
Willamina, OR 97396

OR Trail Mtn Spring Water LLC  
C/OTST/IMPRESO Inc  
652 Southwestern Blvd  
Coppell, TX 75019

confirms the right to use the waters of Parker Spring tributary of Wolf Creek and Wolf Creek, tributary of Powder River for livestock and domestic use and irrigation of 279.00 acres.

This right was confirmed by decree of the Circuit Court of the State of Oregon for Baker County. The decree is of record at Salem, in the Order Record of the Water Resources Director, in Volume 6, at Page 291.

The dates of priority are:

Wolf Cr & Parker Spring				Wolf Cr			
Date	Acres	Date	Acres	Date	Acres	Date	Acres
1871	27.0	1879	10.0	1882	188.0	1891	54.0

The use is limited to 7.0 cubic feet per second or its equivalent in case of rotation. The amount of water used for irrigation is limited to an amount actually, beneficially used for said purpose and shall not exceed a diversion of one-fortieth of one cubic foot per second per acre, or its equivalent, and shall be subject to all other conditions and limitations contained in said decree.

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The points of diversion are located as follows:

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This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(2). Pursuant to ORS 536.075 and OAR 137-004-0080, you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

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WC-07 Sunnyslope Ditch SW¼ NW¼, Section 16, T6S, R39E, WM; 400' East and 2260' South from the Northwest corner of Section 16, T6S, R39E, WM.

WC-08 Parker Ditch SE¼ NE¼, Section 16, T6S, R39E, WM; 680' West and 120' North from the East quarter corner of Section 16, T6S, R39E, WM.

WC-09 McCurry Walk SE¼ NE¼, Section 16, T6S, R39E, WM; 680' West and 120' North from the East quarter corner of Section 16, T6S, R39E, WM.

WC-10 Parker Walk Ditch NE¼ SW¼, Section 15, T6S, R39E, WM; 3165' West and 2314' North from the Southeast corner of Section 15, T6S, R39E, WM.

WC-11 Walk Ditch SE¼ NE¼, Section 15, T6S, R39E, WM; 1140' West and 2930' North from the Southeast corner of Section 15, T6S, R39E, WM.

Sp-04 Parker Spring Ditch NE¼ NE¼, Section 16, T6S, R39E, WM; 364' South and 487' West from the Northeast corner of Section 16, T6S, R39E, WM.

A description of the place of use to which this right is appurtenant is as follows:

Holman, Kenneth

Twp S	Rng E	Sec	Q40	Q160	Acres	Date	Source	POD	Tx Lt
6	39	15	SW	NE	38.7	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	SW	NE	0.9	1891	Wolf Cr	WC-09 & WC-10	2304
6	39	15	SW	NW	38.5	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	SE	NW	40.0	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	NE	SW	10.2	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	NE	SW	12.6	1882	Wolf Cr	WC-09 & WC-10	2304
6	39	15	NE	SW	16.0	1891	Wolf Cr	WC-09 & WC-10	2304
6	39	15	NW	SW	8.5	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	NW	SW	5.7	1882	Wolf Cr	WC-09	2400 & 2304
6	39	15	NW	SW	10.9	1882	Wolf Cr	WC-09	2304
6	39	15	NW	SE	2.2	1882	Wolf Cr	WC-07, WC-08	2304
6	39	15	NW	SE	37.1	1891	Wolf Cr	WC-09 & WC-10	2304

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Holman, Kenneth


Twp S	Rng E	Sec	Q40	Q160	Acres	Date	Source	POD	Tx Lt
6	39	16	NE	NE	25.7	1871	Wolf Cr & Parker Sp	WC-07 & Sp-04	2300 & 2304
6	39	16	SE	NE	1.3	1871	Wolf Cr & Parker Sp	WC-07 & Sp-04	2304
6	39	16	SE	NE	10.0	1879	Wolf Cr & Parker Sp	WC-07, WC-08 & Sp-04	2304
6	39	16	SE	NE	0.4	1882	Wolf Cr	WC-09	2304
6	39	16	SE	NE	13.6	1882	Wolf Cr	WC-08,11	2304
6	39	16	NE	SE	0.1	1882	Wolf Cr	WC-08,11	2304
6	39	16	NE	SE	6.6	1882	Wolf Cr	WC-09	2304

Location descriptions are based on the Willamette Meridian.

This certificate confirms an order of the Water Resource Director entered on, MAY 17 2011, and recorded in Special Order Volume 84, Page 100, approving a petition by Powder Valley Water Control District under ORS 541.329 for mapping water rights within a district.

This certificate together with Certificate 83750 supersedes Certificate 4560.

WITNESS the signature of the Water Resources Director, affixed MAY 17 2011

  
Phillip C. Ward, Director

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Recorded in State Records of Water Right Certificates numbered 83753

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

*Union 1537*

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 SEP 18 1985 *65/39E-220A*

PLEASE TYPE or PRINT IN IN WATER RESOURCES DEPT. (for official use only)

(1) OWNER:  
 Name City of North Powder  
 Address P.O. Box 287  
 City North Powder State Ore. 97867

(2) TYPE OF WORK (check):  
 New Well  Deepening  Reconditioning  Abandon   
 If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL: (4) PROPOSED USE (check):  
 Rotary Air  Driven  Domestic  Industrial  Municipal   
 Rotary Mud  Dug  Irrigation  Thermal:  Withdrawal  ReInjection   
 Cable  Bored  Other:  Piezometric  Grounding  Test

(5) CASING INSTALLED: Steel  Plastic   
 Threaded  Welded   
 18" Diam. from +2 ft. to 25 ft. Gauge .375  
 12" Diam. from +2 ft. to 227 ft. Gauge .375

LINER INSTALLED: Steel  Plastic   
 Threaded  Welded   
 \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Gauge \_\_\_\_\_

(6) PERFORATIONS: Perforated?  Yes  No  
 Size of perforations \_\_\_\_\_ in. by \_\_\_\_\_ in.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(7) SCREENS: Well screen installed?  Yes  No  
 Manufacturer's Name Johnson  
 Type Stainless Steel Model No. \_\_\_\_\_  
 Diam. 6" Slot Size 020 Set from see pg. 3 ft. to \_\_\_\_\_ ft.  
 Diam. \_\_\_\_\_ Slot Size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

(8) WELL TESTS: Drawdown is amount water level is lowered below static level  
 Was a pump test made?  Yes  No If yes, by whom? Contractor  
 Well ID: 800 gal./min. with 166 ft. drawdown after 24 hrs.  
 Air test \_\_\_\_\_ gal./min. with drill stem at \_\_\_\_\_ ft. hrs.  
 Bailer test \_\_\_\_\_ gal./min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
 Artesian flow \_\_\_\_\_ g.p.m.  
 Temperature of water 56\* Depth artesian flow encountered 59 ft.

(9) CONSTRUCTION: Special standards: Yes  No   
 Well seal—Material used Portland Cement  
 Well sealed from land surface to 100 ft.  
 Diameter of well bore to bottom of seal 24" & 18"-24" in. to 25" .18" to  
 Diameter of well bore below seal 18 in. 100"  
 Amount of sealing material 22,278 sacks  pounds   
 How was cement grout placed? Pumped

Was pump installed? NO Type \_\_\_\_\_ HP \_\_\_\_\_ Depth \_\_\_\_\_ ft.  
 Was a drive shoe used?  Yes  No Plugs \_\_\_\_\_ Size: location \_\_\_\_\_ ft.  
 Did any strata contain unusable water?  Yes  No  
 Type of Water? surface depth of strata 4 ft.  
 Method of sealing strata off casing and grout \_\_\_\_\_  
 Was well gravel packed?  Yes  No Size of gravel: 1/8 minus  
 Gravel placed from 100 ft. to 500 ft.

(10) LOCATION OF WELL by legal description:  
 County Union NE 1/4 SW 1/4 of Section 22 of  
 Township 6S Range 39E WM.  
 (Township is North or South) (Range is East or West)  
 Tax Lot \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 MAILING ADDRESS OF WELL (or nearest address) unknown

(11) WATER LEVEL of COMPLETED WELL:  
 Depth at which water was first found 4 ft.  
 Static level artesian +16 ft. ft. below land surface. Date 8-23-85  
 Artesian pressure 7 lbs. per square inch. Date 8-23-85

(12) WELL LOG: Diameter of well below casing 6"  
 Depth drilled 500 ft. Depth of completed well 500 ft.  
 Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Top Soil	0	4	
Granite Sand Lenses & Clay	4	13	
Lt. Brown Clay & Gravels	13	28	4'
Lt. Brwn. Clay & Gravels with River Rock	28	42	
Brown Clay	42	59	
Brown Clay & Gravels	59	95	Flowing
Brwn. Clay & Granite Sand	95	125	
Dark Gray Clay	125	135	
Dk. Blue Gray Sticky Clay	135	175	
Dk. Green Gray Clay	175	192	
Dk. Green Cray Clay	192	200	
Gravels	200	202	
Sticky Green Clay	202	227	
Clayey Sand	227	233	
Clayey Sand	233	238	
Green Sticky Clay	238	247	
Gray & Green Clayey Sand some Gravel	247	260	
Sticky Gray/Green Clay some Gravels	260	265	
Date work started <u>5-25-85</u> /completed <u>9-11-85</u>			
Date well drilling machine moved off of well <u>9-12</u> 19 <u>85</u>			

(unbonded) Water Well Constructor Certification (if applicable):  
 This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] Robert Buckner Date 9-14, 19 85

(bonded) Water Well Constructor Certification:  
 Bond 10596951 Issued by: AMWEST  
 (number) (Surety Company Name)  
 On behalf of Buckner Pump Service  
 (type or print name of Water Well Constructor)

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.  
 (Signed) Robert Buckner  
 (Water Well Constructor)  
 (Dated) Sept. 14, 1985

G-17423 NOTICE TO WATER WELL CONSTRUCTOR  
 The original and first copy of this report are to be filed with the

WATER RESOURCES DEPARTMENT,  
 SALEM, OREGON 97310  
 within 30 days from the date of well completion. SP-6886-880

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

*See Memo 1537*

**RECEIVED**

SEP 18 1985

Pg. 2 of 3

*65/39E-22CN*

PLEASE TYPE or PRINT IN INK WATER RESOURCES DEPT.

SALEM, OREGON

(for official use only)

**(1) OWNER:**

Name City of North Powder  
 Address P.O. Box 287  
 City North Powder State Ore. 97867

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

New Well  Deepening  Reconditioning  Abandon   
 If abandonment, describe material and procedure in Item 12.

**(3) TYPE OF WELL:**

Rotary Air  Driven   
 Rotary Mud  Dug   
 Cable  Bored

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

Domestic  Industrial  Municipal   
 Thermal:   
 Irrigation  Withdrawal  ReInjection   
 Other:   
 Piezometric  Grounding  Test

**(5) CASING INSTALLED:**

Steel  Plastic   
 Threaded  Welded   
 1.8" Diam. from +2 ft. to 25 ft. Gauge .375  
 1.2" Diam. from +2 ft. to 227 ft. Gauge .375

**LINER INSTALLED:**

Steel  Plastic   
 Threaded  Welded

**(6) PERFORATIONS:**

Perforated?  Yes  No  
 Size of perforations in. by in.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
 \_\_\_\_\_ perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(7) SCREENS:**

Well screen installed?  Yes  No  
 Manufacturer's Name Johnson  
 Type Stainless Steel Model No. \_\_\_\_\_  
 Diam. 6" Slot Size .020 Set from see pg. 3 to \_\_\_\_\_ ft.  
 Diam. \_\_\_\_\_ Slot Size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(8) WELL TESTS:**

Drawdown is amount water level is lowered below static level  
 Was a pump test made?  Yes  No If yes, by whom Contractor  
 "d: 800 gal./min. with 166 ft. drawdown after 24 hrs.  
 Air test gal./min. with drill stem at \_\_\_\_\_ ft. hrs.  
 Bailer test gal./min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
 Artesian flow g.p.m.  
 Temperature of water 56\* Depth artesian flow encountered 59 ft.

**(9) CONSTRUCTION:**

Special standards: Yes  No   
 Well seal—Material used see page 1  
 Well sealed from land surface to \_\_\_\_\_ ft.  
 Diameter of well bore to bottom of seal \_\_\_\_\_ ft.  
 Diameter of well bore below seal \_\_\_\_\_ ft.  
 Amount of sealing material \_\_\_\_\_ sacks  pounds   
 How was cement grout placed? OCT 1 1 2011

WATER RESOURCES DEPT  
 SALEM, OREGON

Was pump installed? \_\_\_\_\_ Depth \_\_\_\_\_ ft.  
 Was a drive shoe used?  Yes  No Plugs \_\_\_\_\_ Size: location \_\_\_\_\_ ft.  
 Did any strata contain unusable water?  Yes  No  
 Type of Water? \_\_\_\_\_ depth of strata \_\_\_\_\_  
 Method of sealing strata off \_\_\_\_\_  
 Was well gravel packed?  Yes  No Size of gravel: \_\_\_\_\_  
 Gravel placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(10) LOCATION OF WELL by legal description:**

County Union NE ¼ SW ¼ of Section 22 of  
 Township 6S Range 39E WM.  
 (Township is North or South) (Range is East or West)  
 Tax Lot \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 MAILING ADDRESS OF WELL (or nearest address) unknown

**(11) WATER LEVEL of COMPLETED WELL:**

Depth at which water was first found 4 ft.  
 Static level artesian +16 ft. ft. below land surface. Date 8-23-85  
 Artesian pressure 7 lbs. per square inch. Date 8-23-85

**(12) WELL LOG:**

Diameter of well below casing 6"  
 Depth drilled 500 ft. Depth of completed well 500 ft.  
 Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Claystone (Rock Bonded Conglo.	265	273	
Green Gray Clayey Sand	273	276	
Coarse Gray/Green Clay some			
Browns A Little Bk. Sand	276	283	
Green Sandy Soft Clayey Sand			
A Little Black Sand	283	304	
Clay with Gravel	304	309	
Clayey Sand	309	315	
Clay and Fine Sandy Clayey			
Sand	315	330	
Sticky Green Clay W/ Some			
Vegetation W/ Coal Strips	330	340	
Sticy Green Gray Clay W/ Sand			
Lenses, Caving Formations	340	360	
Green Gray Less Sticky Clay			
More Sand Lenses	360	365	
Green Gray Clay	365	388	
Lt. Brown Sticky Clayey Sand	388	400	
Lt. Brown & Mod. Brown Less			
Sticky Clay W/ Sand	400	437	
Clay, Granite Sand	437	445	
Date work started <u>5-25-85</u> /completed <u>9-11-85</u>			
Date well drilling machine moved off of well <u>9-12</u> 1985			

**(unbonded) Water Well Constructor Certification (if applicable):**

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] [Signature] Date 9-14, 1985

**(bonded) Water Well Constructor Certification:**

Bond 10596951 Issued by: AMWEST  
 (number) (Surety Company Name)  
 On behalf of Buckner Pump Service  
 (type or print name of Water Well Constructor)

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

(Signed) [Signature]  
 (Water Well Constructor)

(Dated) Sept. 14, 1985

G-17493

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

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

SP 46888-080

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

*See U 1110 1537*

**RECEIVED**

SEP 18 1985

Pg 3 of 3 *65/39E-22 CA*

PLEASE TYPE or PRINT WATER RESOURCES DEPT

SALEM, OREGON

(for official use only)

**(1) OWNER:**

Name City of North Powder  
 Address P.O. Box 287  
 City North Powder State Ore. 97867

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

New Well  Deepening  Reconditioning  Abandon   
 If abandonment, describe material and procedure in Item 12.

**(3) TYPE OF WELL:**

Rotary Air  Driven  Domestic  Industrial  Municipal   
 Rotary Mud  Dug  Irrigation  Thermal:  Withdrawal  ReInjection   
 Cable  Bored  Other: Piezometric  Grounding  Test

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

**(5) CASING INSTALLED:** Steel  Plastic   
 Threaded  Welded   
 18" Diam. from +2 ft. to 25 ft. Gauge .375  
 12" Diam. from +2 ft. to 227 ft. Gauge .375

**LINER INSTALLED:** Steel  Plastic   
 Threaded  Welded   
 " Diam. from ft. to ft. Gauge

**(6) PERFORATIONS:** Perforated?  Yes  No  
 Size of perforations in. by in.  
 perforations from ft. to ft.  
 perforations from ft. to ft.  
 perforations from ft. to ft.

**(7) SCREENS:** Well screen installed?  Yes  No  
 Manufacturer's Name Johnson  
 Type Stainless Steel Model No.  
 Diam. 6" Slot Size .020 Set from see pg. 1 ft. to ft.  
 Diam. Slot Size Set from ft. to ft.

**(8) WELL TESTS:** Drawdown is amount water level is lowered below static level  
 Was a pump test made?  Yes  No If yes, by whom? Contractor  
 Yield: 800 gal./min. with 166 ft. drawdown after 24 hrs.  
 Air test gal./min. with drill stem at ft. hrs.  
 Bailer test gal./min. with ft. drawdown after hrs.  
 Artesian flow g.p.m.  
 Temperature of water 56\* Depth artesian flow encountered 59 ft.

**(9) CONSTRUCTION:** Special standards: Yes  No   
 Well seal—Material used see pg. 1  
 Well sealed from land surface to ft.  
 Diameter of well bore to bottom of seal  
 Diameter of well bore below seal  
 Amount of sealing material sacks  pounds   
 How was cement grout placed? DCT 1 1 2011  
 Was pump installed? SALEM, OREGON Depth ft.  
 Was a drive shoe used?  Yes  No Plugs Size: location ft. ft.  
 Did any strata contain unusable water?  Yes  No  
 Type of Water? depth of strata  
 Method of sealing strata off  
 Was well gravel packed?  Yes  No Size of gravel: ft.  
 Gravel placed from ft. to ft.

**(10) LOCATION OF WELL by legal description:**

County Union NE 1/4 SW 1/4 of Section 22 of  
 Township 6S Range 39E WM.  
 (Township is North or South) (Range is East or West)  
 Tax Lot Lot Block Subdivision  
 MAILING ADDRESS OF WELL (or nearest address) unknown

**(11) WATER LEVEL of COMPLETED WELL:**

Depth at which water was first found 4 ft.  
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 Artesian pressure 7 lbs. per square inch. Date 8-23-85

**(12) WELL LOG:**

Diameter of well below casing 6"  
 Depth drilled 500 ft. Depth of completed well 500 ft.  
 Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Green Sticky Clay	445	450	
Brown Clayey Sand, Sand Lens	450	490	
Brown Clayey Sand W/ Traces of Fine Black Sand	490	500	

(1) 6" dia. -.020 slot-	227'	to	237'
(2) " " " "	-250'	to	255'
(3) " " " "	-265'	to	275'
(4) " " " "	-300'	to	310'
(5) " " " "	-315'	to	330'
(6) " " " "	-340'	to	360'
(7) " " " "	-370'	to	380'
(8) " " " "	-430'	to	440'
(9) " " " "	-480'	to	490'

Date work started 5-25-85 /completed 9-11-85  
 Date well drilling machine moved off of well 9-12 19 85

**(unbonded) Water Well Constructor Certification (if applicable):**

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] \_\_\_\_\_ Date 9-14, 19 85

**(bonded) Water Well Constructor Certification:**

Bond 10596951 Issued by: AMWEST  
 (number) (Surety Company Name)  
 On behalf of Buckner Pump Service  
 (type or print name of Water Well Constructor)

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

(Signed) Robert Buckner  
 (Water Well Constructor)

(Dated) Sept. 14, 1985

G-17423

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

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

8P\*46864-600



6-17493



*First American Title*

ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN  
TITLE INSURANCE  
COMPANY OF OREGON

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643

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OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON



## FIRST AMERICAN TITLE INSURANCE COMPANY PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Note:** The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.

G-17493

## SCHEDULE A

Policy Number: **5311400-1187**

Amount of Insurance: **\$637,500.00**

Premium: **\$1,168.00**

Date of Policy: **May 31, 2011 at 10:50AM**

1. Name of Insured:

**BLAINE D. ALLEN AND LINDA L. ALLEN,  
HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**

2. The estate or interest in the land which is covered by this policy is:

**Fee Simple Title**

3. Title to the estate or interest in the land is vested in:

**BLAINE D. ALLEN AND LINDA L. ALLEN,  
HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY**

4. The land referred to in this policy is described as follows:

**See Exhibit "A" Attached**

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OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON

## Exhibit "A"

Parcel One (1) of Minor Partition Plat No. 20100017T, filed December 21, 2010, in Plat Cabinet "D", Slides 129 and 130, Plat Records of Union County, Oregon, and corrected by Affidavit, recorded January 14, 2011, as Microfilm Document No. 20110132T, Records of Union County, Oregon.

Located in Township 6 South, Range 39 East of the Willamette Meridian, Union County, Oregon.

(06S39-2304)

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OCT 14 2011

WATER RESOURCES DEPT  
SALEM, OREGON

## SCHEDULE B

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees or expenses, which arise by reason of the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, encumbrances, or claims thereof, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
6. The assessment roll and the tax roll disclosed that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years in which the land was subject to the special land use assessment.
7. A portion of this property is within the Powder Valley Water Control District, and is subject to the provisions, conditions, assessment and liens, rights-of-way and ditches of said water district.

The above irrigation contract was conveyed by Kenneth and Patsy Holman to Blaine and Linda Allen, by document recorded May 31, 2011, as Microfilm Document No. 20111674, Records of Union County, Oregon.

8. Right-of-way for Union County Road No. 23 (Oregon Trail Road) across the Westerly portion of this property.
9. Rights of the public in and to that portion of this property lying below the high water mark of Wolf Creek, and other unnamed creeks, as they cross this property.
10. Right-of-Way Easement, including the terms and provisions thereof, granted to Pacific Telephone and Telegraph Company, a California corporation, dated August 5, 1941, recorded May 6, 1942, in Book 103, Page 557, Deed Records of Union County, Oregon, for the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear poles and anchors or underground cables with wires, cables, fixtures and appurtenances attached thereto upon, across, over and/or under across this property.

**RECEIVED**

OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON

11. Right-of-Way Easement, including the terms and provisions thereof, granted to Salt Lake Pipe Line Company, a Nevada corporation, dated October 26, 1949, recorded November 3, 1949, in Book 120, Page 284, Deed Records of Union County, Oregon, for the right to lay, construct, reconstruct, replace, renew, repair, maintain, operate, change the size of, increase the number of, and remove pipe lines and appurtenances, thereof, for the transportation of oil, petroleum, gas, gasoline, water or other substances, or any thereof, and to erect, maintain, operate, repair, renew, add to and remove telegraph, telephone or power lines and appurtenances thereof on a single line of poles, across a strip of this land, 33 feet in width.
12. Subject to the terms and provisions of Warranty Deed, dated February 21, 1950, recorded March 3, 1950, in Book 121, Page 163, Deed Records of Union County, Oregon, and in Warranty Deed, dated February 6, 1973, recorded February 23, 1973, as Microfilm Document No. 42885, Records of Union County, Oregon, granted to the State of Oregon by and through its State Highway Commission, including relinquishment of access from this property to Highway I-84.
13. Subject to easements for channel change and relocation of irrigation facilities, granted to the State of Oregon by and through its State Highway Commission, by Warranty Deed, recorded February 23, 1973, as Microfilm Document No. 42885, Records of Union County, Oregon. The easements for relocating irrigation facilities were also granted by Permanent Easement, including the terms and provisions thereof, dated May 16, 1973, recorded June 15, 1973, as Microfilm Document No. 44679, Records of Union County, Oregon.
14. Subject to an unrecorded lease, between Ken Holman (Holman Ranch), as Lessor, and Diehl Hiner dba Little Creek Ranch, as Lessee, dated April 7, 2011.
15. Assignment and Assumption of Right of Way (Private), including the terms and provisions thereof, between U S West Communications, Inc., successor to the Pacific Northwest Bell Telephone Company, and Telephone Utilities of Eastern Oregon, Inc., d/b/a PTI Communications, an Oregon corporation, dated October 20, 1995, recorded November 3, 1995, as Microfilm Document No. 161858, Records of Union County, Oregon.
16. Utility easement, 15 feet in width, across the Southwesterly portion of Parcel 1, as created on Minor Partition Plat No. 20100017T, and as stated on Affidavit of Correction, recorded January 14, 2011, as Microfilm Document No. 20110132T, Plat Records of Union County, Oregon.
17. Subject to an easement for a waterline, as constructed, including the terms and provisions thereof, as reserved by Ken Holman, also known as Kenneth Alan Holman, and Patsy Holman, husband and wife, in Warranty Deed, recorded May 31, 2011, as Microfilm Document No. 20111673, Records of Union County, Oregon, across this property for the benefit of Parcel 2 of Minor Partition Plat No. 20100017T.

**RECEIVED**

OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON



**First American Title**

# Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Owner's Policy

POLICY NUMBER

**5311400- 1187**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **TITLE INSURANCE COMPANY OF OREGON**, an Oregon corporation doing business as **FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON** (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, Title Insurance Company of Oregon, an Oregon corporation doing business as First American Title Insurance Company of Oregon has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

### First American Title Insurance Company of Oregon



Mitchell Steeves  
President

John Dobson  
Secretary

617493

**RECEIVED**

OCT 11 2011

WATER RESOURCES DEPT  
SALEM, OREGON

(This Policy is valid only when Schedules A and B are attached)

## COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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OCT 11 2011

## EXCLUSIONS FROM COVERAGE

WATER RESOURCES DEPT  
SALEM, OREGON

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy.
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

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## CONDITIONS (Continued)

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

(iii) Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

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**CONDITIONS (Continued)**

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the

transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company of Oregon, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

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SALEM, OREGON

October, 5,2011

Oregon Water Resources Department

Attn: Mr. Herb Mosgar

725 Summer Street NE, Suite A

Salem, Oregon 97301-1266

Regarding Well permit for Blaine Allen:

Dear Herb,

Thank you for your assistance in helping me finalize my application for a permit to use Ground Water. I hope you find everything to your satisfaction and the application was prepared correctly. Should you need any clarification or if I need to change this permit application in any way please let me know.

As you suggested, I did speak once again with Mike Zwart regarding the proposed well location. He reminded me that he had considered proximity to the creek and based upon my area, he felt with the proper sealing of the first 100 feet of the well we should be ok with the proposed location. I included a copy of his email to me dated July 29, 2011 showing his analysis. I have also included a copy of a nearby well log which Mike used as a reference.

Thanks Again,



Blaine Allen

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SALEM, OREGON

**Blaine Allen**

---

**From:** Mike Zwart [zwartmj@wrd.state.or.us]  
**Sent:** Friday, July 29, 2011 5:24 PM  
**To:** Blaine Allen  
**Subject:** RE: Irrigation well

Blaine,

Based on the local well logs on file and a review of an earlier application not far from your property, I would advise that you propose to construct a fairly deep well into an aquifer that is under artesian pressure. Some of the City of North Powder's wells develop this aquifer. Here is a link to one of the well logs on our website.

[http://apps.wrd.state.or.us/apps/misc/vault/vault.aspx?w1 county\\_code=UNIO&w1 nbr=1537](http://apps.wrd.state.or.us/apps/misc/vault/vault.aspx?w1 county_code=UNIO&w1 nbr=1537)

The proposed construction should include a seal from the surface to at least 100 feet below land surface, but that could vary depending on the depth where a significant clay layer is encountered at your site. Note that the city well is sealed to 100 feet, but it might be preferable to have sealed it to about 130 feet, since the clay has no sand described below 125 feet. This log does not describe in detail where the water-bearing zones were encountered, but these can be estimated by the placement of the well screens below 227 feet.

Call me if you have any questions. 503-986-0844

Mike Zwart

-----Original Message-----  
**From:** Blaine Allen [mailto:ballen@buckner.com]  
**Sent:** Friday, July 29, 2011 1:09 PM  
**To:** Mike Zwart  
**Subject:** Irrigation well

Hi Mike,

Thanks for your time earlier this week. I appreciate your willingness to look at my property and location for the possibility of a future irrigation well. I have attached my legal description and map with the current surface irrigation water rights. I hope this is helpful. As you suggested I think a pre-application conference with you and the water right department makes a lot of sense.

I look forward to your analysis.

Best regards,

Blaine Allen

801-866-0830 Direct  
801-866-0867 Fax  
[ballen@buckner.com](mailto:ballen@buckner.com)

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G-17493



Water Resources Department

**Apply for a Permit to Appropriate Ground Water and/or Store Ground Water**

Today's Date: Wednesday, October 05, 2011

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,000.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	3	\$750.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	1	
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$400.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	Recalculate	
Estimated cost of Permit Application		\$2,150.00

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[OWRD Fee Schedule](#)

Fee Calculator Version B20090701

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