

# Minimum Requirements Checklist

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

## Include this checklist with the application

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

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- NA  SECTION 8: within a district
- SECTION 9: remarks

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### Attachments:

- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- Fees - Amount enclosed: \$  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.

### Provide a map and check that each of the following items is included:

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- NA  Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- Other:

# 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.wrd.state.or.us

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## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME BONNIE C. LUCAS		PHONE (HM) 541-997-3664	
PHONE (WK) NA	CELL NA	FAX NA	
ADDRESS P.O. BOX 87			
CITY WESTLAKE	STATE OR	ZIP 97493	E-MAIL * NA

### Organization Information

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

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

AGENT / BUSINESS NAME BARBARA BOWER		PHONE 541-998-1614	FAX NA
ADDRESS 1171 OAK ST			CELL
CITY JUNCTION CITY	STATE OR	ZIP 97448	E-MAIL * BKBPC@juno.com

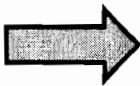
Note: Attach multiple copies as needed

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

### 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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I 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.**

 Bonnie C. Lucas  
Applicant Signature

Bonnie C Lucas  
Print Name and title if applicable

4-30-12  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name and title if applicable

\_\_\_\_\_  
Date

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App. No. _____	For Department Use Permit No. _____	Date _____	APR 30 2012
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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.

X No

- X 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*).

- TL 3100 DURLAND TRUST, 621 CITY VIEW BLVD, SPRINGFIELD, OR 97477
- TL 3400 LAWRENCE R & NORMA M GUNN, PO BOX 22, WESTLAKE, OR, 97493
- TL 3401 ROBERT . & NADINE A GROVER, 188 HOWARD PL, GRANTS PASS, OR, 97526
- TL 700 THEODORA LEE GREGG TE, 16 NORTH WOOD DR, ATHENS, OH, 45701
- TL 701 BEDSOLE FAMILY TRUST - JUDY A BEDSOLE TRUSTEE, PO BOX 95, WESTLAKE, OR, 97493

**SECTION 3: SOURCE OF WATER**

**A. Proposed Source of Water**

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

- Source 1: UNNAMED SPRING                      Tributary to: SILTCOOS LAKE
- Source 2: \_\_\_\_\_                              Tributary to: \_\_\_\_\_
- Source 3: \_\_\_\_\_                              Tributary to: \_\_\_\_\_
- Source 4: \_\_\_\_\_                              Tributary to: \_\_\_\_\_

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

**B. Applications to Use Stored Water**

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

- Yes. NA
- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

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

X 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: WATER USE**

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

SOURCE	USE	PERIOD OF USE	AMOUNT
UNNAMED SPRING	DOMESTIC EXPANDED	YEAR ROUND	0.01 X 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

**For irrigation use only:**  
 Please indicate the number of primary and supplemental acres to be irrigated.  
 Primary: NA Acres                      Supplemental: NA Acres  
 List the Permit or Certificate number of the underlying primary water right(s): NA  
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: NA

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

NA

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**SECTION 5: WATER MANAGEMENT**

**A. Diversion and Conveyance**

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

X Pump (give horsepower and type): ½ HP ELECTRIC (will be upgraded soon)

Other means (describe): NA

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

WATER IS COLLECTED AT A SUMP AT THE SPRING AND PIPED TO A HOLDING TANK, THEN PIPED TO THE RESIDENCE (PLACE OF USE)

**B. Application Method**

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

NA

**C. Conservation**

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

WATER IS FOR DOMESTIC EXPANDED USE FOR A SINGLE FAMILY RESIDENCE ON LESS THAN ¼ ACRE. WATER USED IRRIGATION WILL BE LIMITED TO MAINTENANCE OF LAWN AND SHRUBS. WATER FOR DOMESTIC WILL BE USING WATER EFFICIENT FIXTURES. THERE IS NO PUBLIC USE OF THE AFFECTED SPRING.

**SECTION 6: 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 to prevent uptake of fish and other aquatic life.  
Describe planned actions: NO FISH OR AQUATIC LIFE ARE PRESENT AT THE SPRING
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
Describe planned actions: NO EXCAVATION OR CLEARING WILL BE DONE
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.  
Describe: NO EQUIPMENT WILL BE OPERATED IN A WATER BODY
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: NO RUNOFF WASTE OR CHEMICAL PRODUCTS IS ANTICIPATED

**SECTION 7: PROJECT SCHEDULE**

Date construction will begin: EXISTING SYSTEM

Date construction will be completed: EXISTING SYSTEM

Date beneficial water use will begin: UPON ISSUANCE OF PERMIT

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**SECTION 8: WITHIN A DISTRICT**

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

Irrigation District Name NA	Address NA	
City NA	State NA	Zip NA

**SECTION 9: REMARKS**

Use this space to clarify any information you have provided in the application.

THE POINT OF DIVERSION AND DELIVERY SYSTEM IS AN EXISTING SYSTEM OPERATING UNDER CERTIFICATE 85238. THE APPLICANT IS BEING GRANTED RIGHTS TO USE THE EXISTING SPRING AND SYSTEM.

WARRANTY DEED

FOR VALUE RECEIVED

HELEN LEE SULLIVAN who took title as HELEN LEE BELL herein referred to as grantors, hereby grant, bargain, sell, and convey unto

RAEVE J. LUCAS and BOHHE C. LUCAS husband and wife

herein referred to as grantees, the following described real property, with tenements, hereditaments, and appurtenances, to wit:

*Handwritten initials*

Lot 5, Block 29, MAP OF WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon.

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TO HAVE AND TO HOLD the said premises unto said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant that they are lawfully seized in fee simple of said premises; that they are free from all incumbrances,

except restrictions and conditions of record,

and that they will warrant and defend the above granted premises against all lawful claims whatsoever, except as above stated.

The true and actual consideration for this transfer is \$ 1,500.00

Dated 6/11/73 19 73

Helen Lee Sullivan (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

STATE OF OREGON, County of Lane, ss. Personally appeared the above named

Helen Lee Sullivan

and acknowledged the foregoing instrument to be her voluntary act and deed. Before me

Dated the 11th day of June 1973. A.D. 1973 [Signature]

Notary Public for Oregon



RECORDED

Complaint of  
CASCADE TITLE COMPANY  
Superior Oregon  
WARRANTY DEED

1973 JUN 18 PM 2 21

State of Oregon,  
County of Lane ss.  
I, D. M. Penfold, Director of the  
Department of Records and Elections,  
in and for the said County, do hereby  
certify that the within instrument was  
received for record at

1973 JUN 18 PM 2 21  
Reel 643 R

Lane County OFFICIAL Records,  
D. M. PENFOLD, Director of the  
Department of Records & Elections.  
By [Signature] Deputy  
C73-083-05

CASCADE TITLE COMPANY



19-12-34-2-0 TL 700

900

9369973

TITLE NO. PTR-1432  
ESCROW NO. FL93-0434  
TAX ACCT. NO. 1422557/872646  
TAX MAP NO. 19-12-34-20-00700

WARRANTY DEED -- STATUTORY FORM  
(INDIVIDUAL or CORPORATION)

RENE GRUBER and TORRIE GRUBER, Grantor,

conveys and warrants to

THEODORA LEE GREGG and ROBERT MICHAEL LLOYD as trustees of the revocable living trust of THEODORA LEE GREGG, dated May 27, 1993, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

Encumbrances: Covenants, conditions, restrictions and easements of record

486DCT.29'93M2REC 10:00  
486DCT.29'93M2PFUND 10:00  
486DCT.29'93M2AST.FUND 20:00

The true consideration for this conveyance is \$31,500.00 (Here comply with the requirements of ORS 93.030\*)

Dated this 15 day of October, 1993, if a corporate grantor, it has caused its name to be signed by order of its board of directors.

*[Signature]*  
RENE GRUBER  
*[Signature]*  
TORRIE GRUBER

Switzerland  
STATE OF OREGON, County of Clatsop ) ss.

This instrument was acknowledged by us on October 15, 1993, by RENE GRUBER and TORRIE GRUBER

*[Signature]*  
Notary Public for Oregon Dr. *[Signature]*  
Clatsop County, Oregon  
My commission expires: 6/10

RENE GRUBER  
DOMAT/EMS CH 7013  
SWITZERLAND  
GRANTOR'S NAME AND ADDRESS

THEODORA LEE GREGG, TRUSTEE  
16 NORTH WOOD DR.  
ATHENS, OH 45701  
GRANTEE'S NAME AND ADDRESS

Until a change is requested all tax statements shall be sent to the following address:  
\*\*\* SAME AS GRANTEE \*\*\*

After recording return to:  
FLORENCE TITLE AND ESCROW, INC. OF OREGON  
1225 HIGHWAY 101 STREET  
FLORENCE, OR 97439

RETURN TO FLORENCE TITLE & ESCROW INC.

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WATER RESOURCES DEPT  
SALEM, OREGON

581903



FTE-1432  
FL93-0434  
TAX ACCT NO: 1422557/872646  
TAX MAP NO: 19-12-34-20-00700

9369973

EXHIBIT "A"

Beginning at the most Southerly Southwest corner of WESTLAKE, as platted and recorded in Volume 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon, prior to vacation of Block 31, said point also being 2520 feet South of and 165 feet West of the 1/4 section corner between Sections 27 and 34, in Township 19 South, Range 12 West of the Willamette Meridian, in Lane County, Oregon; thence from said beginning point due North 100 feet; thence due East 455 feet; thence due South 100 feet; thence due West 455 feet to the point of beginning, all in Lane County, Oregon.

9369973

State of Oregon,  
County of Lane--ss.

I, the County Clerk in and for the said County, do hereby certify that the within instrument was received for record at  
29 OCT 93 1:56

Recd  
1891R

Lane County OFFICIAL Records  
Lane County Clerk

By:   
County Clerk

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WATER RESOURCES DEPT  
SALEM, OREGON

581803

5-  
10-  
20-

9510851

LEROY JACK GILLSON and DARLENE M. GILLSON, husband and wife

conveys and warrants to LAWRENCE R. GUNN and NORA M. GUNN, husband and wife

Grantor,

the following described real property situated in Lane County Oregon

Grantee,

free of encumbrances except as specifically set forth herein, to-wit:  
Lots 3 and 4, Block 32, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon.

8222FEB.23\*95H05REC 5.00  
8222FEB.23\*95H05PFUND 10.00  
8222FEB.23\*95H05A&T FUND 20.00

This conveyance is subject to and excepts: Easement and Maintenance Agreement of record, and Trust Deed recorded June 1, 1994, Reel No. 1957, Reception No. 94-41170, Official Records of Lane County, Oregon, which grantees herein assume and agree to pay.

The true consideration for this conveyance is \$ 85,000.00.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930."

Dated: February 9th, 1995.

9510851

State of Oregon,  
County of Lane--ss.  
I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

23 FEB 95 9:24

Reel 2042R

Lane County OFFICIAL RECORDS,  
Lane County Clerk

By: *[Signature]*  
County Clerk

*[Signature]*  
LEROY JACK GILLSON  
*[Signature]*  
DARLENE M. GILLSON

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SALEM, OREGON

STATE OF Oregon  
County of Josephine

This instrument was acknowledged before me on February 13 1995 by  
Leroy Jack Gillson and Darlene M. Gillson



My commission expires: 6-2-95

Until a change is requested, all tax statements shall be sent to the following address: P.O. Box 185  
Westlake, OR 97493

After recording return to: Western Pioneer Title Co., P.O. Box 10146, Eugene, Oregon 97440

587803

19-12-34-2-4 TL 3401

RETURN TO CASCADE TITLE CO. (1)



9436340

CT TITLE NO. CT-197338  
ESCROW NO. FL-2993  
TAX ACCT. NO. 873875

WARRANTY DEED -- STATUTORY FORM

5-1  
10-1  
20-1

CHARLES W. GENTRY and PATRICIA E. GENTRY, husband and wife, Grantor,  
conveys and warrants to

ROBERT L. GROVER and NADINE A. GROVER, husband and wife, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

Lots 1 and 2, Block 32, MAP OF WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

2196MAY.12°94HD1REC 5.00  
2196MAY.12°94HD1PFUND 10.00  
2196MAY.12°94HD1A&T FUND 20.00

SUBJECT TO:  
Perpetual easement to flood, overflow, impound, store and maintain water granted International Paper Company by instrument recorded May 23, 1961, Reception No. 33034, Lane County Oregon Deed Records. Easement, including the terms and provisions thereof, granted Frank L. Tomasek and Agnes M. Tomasek, by instrument recorded April 13, 1989, Reception No. 8915700, Lane County Official Records.

The true consideration for this conveyance is \$15,000.00.

Dated this 27th day of April, 1994.

Charles W. Gentry  
CHARLES W. GENTRY  
Patricia E. Gentry  
PATRICIA E. GENTRY

STATE OF OREGON, County of Lane, ss.

This instrument was acknowledged before me on May 10th, 1994, by CHARLES W. GENTRY and PATRICIA E. GENTRY

Irene J. Fleming  
Notary Public for Oregon  
My commission expires: 10/1/96



CHARLES W. GENTRY  
087940 PORTAGE WAY  
FLORENCE, OR 97439  
GRANTOR'S NAME AND ADDRESS

Until a change is requested all tax statements shall be sent to the following address:  
\*\*\* SAME AS GRANTEE \*\*\*

ROBERT L. GROVER  
181 BROOKSIDE BLVD.  
GRANTS PASS, OR 97526  
GRANTEE'S NAME AND ADDRESS

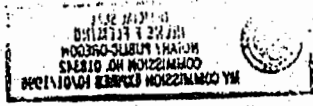
After recording return to:  
CASCADE TITLE CO.  
1075 OAK STREET  
EUGENE, OR 97401

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APR 30 2012  
WATER RESOURCES DEPT  
SALEM, OREGON

587803



9436340



9436340

State of Oregon,  
County of Lane--ss.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

12 MAY 94 11: 10

Reel **1950R**

Lane County OFFICIAL Records.  
Lane County Clerk

By:   
County Clerk

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APR 30 2002

**WATER RESOURCES DEPT  
SALEM, OREGON**

881803

19-12-34-2-4 TL 3100

RETURN TO CASCADE TITLE CO.

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2006-032941



\$26.00

00805750200600329410010015

05/11/2006 02:56:56 PM

RPR-DEED Cnt=1 Stn=6 CASHIER 07

\$5.00 \$11.00 \$10.00



TITLE NO. 0249937 VE  
ESCROW NO. FL06-4759  
TAX ACCT. NO. 0873834

**BARGAIN AND SALE DEED**

**DONALD L. DURLAND and SUZANNE L. DURLAND**, as tenants by the entirety, GRANTOR,

conveys to

**DONALD L. DURLAND and SUZANNE L. DURLAND**, TRUSTEES OF THE DURLAND TRUST DATED AUGUST 14, 2001, GRANTEE,

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of LANE, State of Oregon, described as follows, to-wit:

LOTS 13, 14 AND 15, BLOCK 29, MAP OF WESTLAKE, AS PLATTED AND RECORDED IN BOOK 7, PAGE 2, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37(2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

The true consideration for this conveyance is \$0.

Dated this 9 day of May 2006

[Signature]  
DONALD L. DURLAND

[Signature]  
SUZANNE L. DURLAND

State of OREGON  
County of LANE

This instrument was acknowledged before me on MAY 9, 2006 by DONALD L. DURLAND AND SUZANNE L. DURLAND.

[Signature]  
(Notary Public for OREGON)



My commission expires 08-24-06

DONALD L. DURLAND and  
SUZANNE L. DURLAND  
621 CITY VIEW BLVD.  
SPRINGFIELD, OR 97477  
GRANTOR'S NAME AND ADDRESS

Until a change is requested  
all tax statements shall be  
sent to the following address:  
\*\*\*SAME AS GRANTEE\*\*\*

DONALD L. DURLAND and SUZANNE L.  
DURLAND, TRUSTEES OF THE DURLAND  
TRUST DATED AUGUST 14, 2001.  
621 CITY VIEW BLVD.  
SPRINGFIELD, OR 97477  
GRANTEE'S NAME AND ADDRESS

After recording return to:  
CASCADE TITLE CO.  
811 WILLAMETTE  
EUGENE, OR 97401

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587003

After Recording Return To  
WPTCO 150768-C · Western Pioneer Title Co  
P.O. Box 10146  
Eugene, OR 97440

RECORDER'S SPACE

Grantor:  
JUDY A. BEDSOLE  
P. O. Box 95  
Westlake, OR 97493

Grantee and  
Send Tax Statements to:  
JUDY A. BEDSOLE, Trustee  
JUDY A. BEDSOLE TRUST  
P. O. Box 95  
Westlake, OR 97493

99007471

After Recording, Return to:  
B. Kay McCurdy, P.C.  
P.O. Box 3318  
Florence, Oregon 97439  
(Map & TL 19 12 34 24 1300/2000 and 19 12 34 20 701;  
Account 873669/872727/1056884)

2882JAN.28'99H04REC 10.00  
2882JAN.28'99H04PFUND 10.00  
2882JAN.28'99H04AAT FUND 20.00

20.  
20.

WARRANTY DEED

JUDY A. BEDSOLE, Grantor, hereby conveys and warrants to JUDY A. BEDSOLE, Trustee, BEDSOLE FAMILY TRUST dated January 21, 1999, Grantee, the following described real property free of encumbrances, except as shown of record, all situated in Lane County, Oregon, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except as specifically set forth in public record, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

The true consideration for this conveyance is other than monetary.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED HEREIN IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.910.

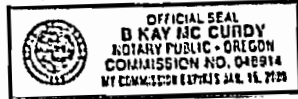
Dated: January 21, 1999

*Judy A. Bedsole*  
JUDY A. BEDSOLE

STATE OF OREGON, County of Lane ) ss.

January 21, 1999

Personally appeared the above named JUDY A. BEDSOLE and acknowledged the foregoing instrument to be his voluntary act and deed.



*B Kay McCurdy*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires 01/15/05

RECEIVED

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON



8911235

99007471

"EXHIBIT A"

State of Oregon  
County of Lane — ss.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

'99 JAN 28 AM 10:30

Ref  
**2508R**

Lane County Official Records  
Lane County Clerk

By: *David S. Lusk*  
County Clerk

PARCEL I

Beginning at the most Southerly Southwest corner of Westlake, as platted and recorded in Volume 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon, prior to vacation of Block 31, said point also being 2520 feet South of and 105 feet West of the 1/4 section corner between Sections 27 and 34, in Township 19 South, Range 12 West of the Willamette Meridian, Lane County, Oregon; thence from said beginning point due West 350 feet; thence due North 250 feet; thence due East 350 feet; thence due South 250 feet, to the point of beginning, all in Lane County, Oregon.

PARCEL II

Beginning at the Northwest corner of Lot 4, Block 28, of Westlake, as recorded in Book 7, Page 2, Lane County Oregon Deed Records, and run thence North 71° 44' West 10.52 feet to the center line of the alley running North and South in said block; thence North 13.19 feet along the Northerly extension of said alley centerline to the bank of Siltcoos Lake, thence following the bank of Siltcoos Lake, the following courses: South 87° 47' East 67.83 feet; thence South 59° 58' East 110.02 feet; thence South 25° 39 1/2' East 88.99 feet; thence South 21° 25' West 189.62 feet to the center line of Summit Avenue as that vacated in said plat; thence West 122.10 feet to the Southerly extension of the East line of the alley in said Block 28, thence North 298.00 feet to the point of beginning, in Section 34, Township 19 South, Range 12 West of the Willamette Meridian, Lane County, Oregon, being Lots 4 through 10 inclusive and vacated street abutting said lots in the plat of Westlake, by reason of vacation order recorded June 7, 1946, in Book 122, Page 261, Deed Records of Lane County, Oregon.

PARCEL III

The East half of Lot 14, Block 28, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon.

8911235

**RECEIVED**

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

CT-86069

94633  
WARRANTY DEED

FOR VALUE RECEIVED THEODORE W. MORRIS and EDITH E. MORRIS, husband and wife

herein referred to as grantors, hereby grant, bargain, sell and convey unto

Ralph L. Lucas and Bonnie C. Lucas, husband and wife as tenants by entirety

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit:

Subdivision  
Lots 6 and 7 Block 29 West Lake Flat, Northwest 1/4 of Section 34, Township 19 South, Range 12 East of the Willamette Meridian, Lane County, Oregon, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records in Lane County, Oregon.



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SALEM, OREGON

TO HAVE AND TO HOLD the said premises unto said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant that they are lawfully seized in fee simple of said premises; that they are free from all incumbrances,

REVENUE STAMPS

and that they will warrant and defend the above granted premises against all lawful claims whatsoever, except as above stated.

Date June 26, 1967

*Theodore W. Morris* (Seal)

*Edith E. Morris* (Seal)



WASHINGTON  
STATE OF OREGON, County of *Willamette*, ss.

Persnally appeared the above named

Theodore W. Morris and Edith E. Morris

and acknowledged the foregoing instrument to be a voluntary act and deed. Before me:

*June 26* A.D. 19 *67* *B. C. Webster*  
Notary Public for Oregon Washington  
My Commission Expires *3-20-71*

94633

Compliments of  
CASCADE TITLE COMPANY  
872 Oak Street Eugene, Oregon

WARRANTY DEED

1357 MORRIS

62262 Lucas

State of Oregon,  
County of Lane—ss.  
I, *Isa Randolph*, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

AUG 11 1967 2:37 PM

Recd 357-R

Lane County OFFICIAL Records.

*Isa Randolph*, Director of the Department of Records & Elections.

By *Isa Randolph* Deputy  
C29-083-05

Return To:

*Isa Randolph*  
Rt. 1 Box 3447  
Eugene, Oregon

CASCADE TITLE COMPANY

SB1803

IE "Fish Mill Lodge"

BILL OF SALE

THIS BILL OF SALE is made as of February 29, 2012 from Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 ("Trustee") to Summit Water Association, Inc., an Oregon corporation ("SWA").

Reference is made to the terms of the Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012 (the "Stipulated Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stipulated Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Trustee does hereby grant, convey, bargain, assign, transfer and deliver to SWA, effective as of the date hereof, all of Trustee's rights, title and interest in and to any and all equipment and other personal property considered part of the "Water System" as such terms are defined under Paragraph 5 of the Stipulated Agreement; provided, however, that (a) Trustee provides no warranties, express or implied, with respect to any of the property assigned and conveyed under this Bill of Sale including, but not limited to, any warranties of title, warranties of fitness for any purpose, or warranties concerning the quantity or quality of the water withdrawn from all or any portion of the Water System and (b) Trustee, on behalf of itself and the Bedsole Family Trust UTA dated January 21, 1999, and its successors and assigns, reserves the right to receive water and water rights it may own through the Water System as specifically provided for, and subject to the terms and conditions of, the Stipulated Agreement.

TO HAVE AND TO HOLD, the same unto SWA and SWA's successors and assigns forever.

The Bill of Sale shall be subject to the terms and conditions set forth in Stipulated Agreement and nothing contained in this Bill of Sale shall be construed to limit, terminate, expand or otherwise modify the terms and conditions set forth in the Stipulated Agreement. In the event of any conflict or inconsistency between the terms of the Stipulated Agreement and the terms hereof, the terms of the Stipulated Agreement shall govern.

IN WITNESS WHEREOF, Trustee has caused this Bill of Sale to be duly executed as of the date first written above.

*Judy A. Bedsole*  
Judy A. Bedsole, Trustee,  
Bedsole Family Trust UTA dated January 21, 1999

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APR 30 2012  
WATER RESOURCES DEPT  
SALEM, OREGON

SB1803

AFTER RECORDING, RETURN TO:

Summit Water Association, Inc.  
P.O. Box 87  
Westlake, OR 97493

**QUITCLAIM DEED**

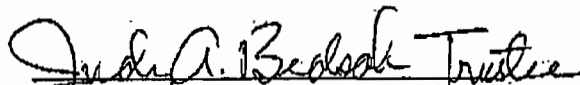
Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 having her address at P.O. Box 95, Westlake, Oregon, 97493, Grantor, releases and quitclaims to Summit Water Association, Inc., an Oregon corporation having its address at P.O. Box 87, Westlake, OR 97493, Grantees, all right, title and interest in and to that certain real property located in Lane County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance consists of or includes other property or value given or promised which is the whole consideration.

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

DATED this 29 day of February, 2012.

GRANTOR:

  
Judy A. Bedsole, Trustee, Bedsole Family Trust  
UTA dated January 21, 1999

**RECEIVED**

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

S81803

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me on February 29, 2012, by  
Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.

Laurel Latham  
Notary Public for Oregon  
My commission expires: 6-9-2015



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APR 30 2012  
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SALEM, OREGON

S81803

**EXHIBIT A**

Any and all easements and rights-of-way of record that exist for the purpose of providing for the location and/or access for the operation and maintenance of the "Water System," as such terms are defined in that Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012, in or over lands which are so encumbered and which may include, but are not limited to, the following properties:

Lots 1 through 9 inclusive in Block 31, Westlake Addition, Westlake, Oregon and recorded on Lane County Tax Records as Parcel Number 700, Map Number 19123420;

Lots 1 and 2 inclusive in Block 32, Westlake Addition, Westlake, Oregon and recorded on Lane County Tax Records as Parcel Number 3401, Map Number 19123424;

Lots as may be so encumbered and located in Block 29, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon and located on Lane County Tax Assessor Map Number 19123424; and

Lot 11 of Block 28, WESTLAKE, as platted and recorded in Book 7, Page 2, Lane County Oregon Plat Records, in Lane County, and recorded on Lane County Tax Records as part of Parcel Number 1500, Map Number 19123424.

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

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AFTER RECORDING. RETURN TO:

Summit Water Association, Inc.  
P.O. Box 87  
Westlake, OR 97493

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement"), dated effective the \_\_\_\_ day of \_\_\_\_, 2012, is made and entered into by and between Judy A. Bedsole, Trustee of the Bedsole Family Trust UTA dated January 21, 1999 ("Trustee") whose address is P.O. Box 95, Westlake, Oregon 97493, and Summit Water Association, Inc., an Oregon corporation ("SWA"), whose address is P.O. Box 87, Westlake, OR 97493.

**RECITALS**

A. Reference is made in this Agreement to the terms of the Stipulated Agreement approved by the Oregon Public Utility Commission under Order No. 12027 entered on January 30, 2012 (the "Stipulated Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Stipulated Agreement.

B. Trustee owns certain real property in Lane County, Oregon that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Trust Property").

C. SWA owns a "Water System," as such terms are defined under paragraph 5 of the Stipulated Agreement, a portion of which system is located within the northern half of the Trust Property and is used to collect and distribute water from a Spring in such amounts and for such purposes as authorized under applicable law to provide water to SWA's Customers.

D. In accordance with the terms and conditions of this Agreement, SWA desires to obtain from Trustee and Trustee agrees to grant to SWA an easement over the Trust Property for SWA's operation and maintenance of that portion of the Water System located on the Trust Property.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Trustee and SWA, Trustee and SWA agree as follows:

1. Grant of Easement. Trustee hereby grants to SWA a non-exclusive easement over the Trust Property for SWA to operate and maintain the Water System (the "Easement"). Said Easement is subject to all matters of public record, existing easements, valid rights and existing uses of the Trust Property and shall be limited to that area of the Trust Property

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

not to exceed an area five (5) feet from the centerline of any section of the existing water line of the Water System and ten (10) feet in all directions from the outside dimension of all other existing components of the Water System located on the Trust Property. At the junction of the existing waterline and any other existing component of the Water System, the greater easement area shall control; provided, however, that Trustee reserves the right at all times and for any purpose, subject to the terms and conditions of the Stipulated Agreement, to cross and otherwise use that portion of the Trust Property encumbered by the Easement in a manner that will not unreasonably interfere with the rights granted to SWA under this Agreement.

2. Purpose. This Easement is conveyed for the sole and exclusive purpose of providing SWA reasonable access on and across the Trust Property for the withdrawal, collection, treatment, and distribution of water from the Spring for lawful purposes as additionally authorized under the Stipulated Agreement; for its use of the power supply line and any other Water System facilities; and for any improvement, repair, operation, and maintenance of any portion of the Water System located on the Trust Property. In no event, however, shall this Easement be construed to require Trustee to cease, modify, or relocate any current use or improvement on the Trust Property not otherwise owned by SWA.

3. Access. Subject to all matters of public record, existing easements, valid rights and existing uses of the Trustee Property, SWA shall have access to the Easement on and across the Trust Property at the point where the Easement ends at the common boundary line between the Trust Property and the adjacent property identified as Parcel Number 700 in the Lane County Tax Records, Map 19123420.

4. SWA Ownership and Maintenance Obligations. SWA exclusively shall be directly responsible for operation and maintenance of that portion of Water System located on the Trust Property as provided for under the Stipulated Agreement. SWA shall keep and maintain that portion of the Water System located on the Trust Property in good condition and repair. Before commencing any activities on the Trust Property, SWA shall require that all consultants and contractors providing work, materials, supplies, labor, equipment and tools, or any other service on the Trust Property on behalf of, at the request of, or to the benefit of SWA, waive all rights to assert any lien or claim against Trustee or the Trust Property, and to provide SWA with proof of reasonably sufficient insurance against injury and damage to Trustee and the Trust Property. SWA shall cause all work on the Trust Property to be promptly performed and completed in a good and workmanlike manner, free and clear of all liens, and in full compliance with all applicable laws, regulations, permits, approvals and licenses. SWA shall bear all risk of loss associated with the operation and maintenance of the Water System subject to the terms and conditions of the Stipulated Agreement.

5. Health and Safety. SWA shall be solely responsible for the safety and security of all of its and its consultants' and contractors' equipment, materials, and persons on the Trust Property.

6. Indemnification. SWA shall, at its expense, and to the fullest extent permitted by law, indemnify, defend, and hold harmless Trustee, the Bedsole Family Trust UTA dated January 21, 1999, and its representatives and affiliates, from and against any and all claims, losses, costs,

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

legal actions, liabilities or expense of any nature which, partly or wholly result or arise from SWA's operation, maintenance or repair of the Water System, and/or any and all other SWA activities (including those of its agents, employees, consultants and contractors) whether or not permitted under this Agreement.

7. Water Quality and Quantity. Trustee makes no representations or warranties as to the quantity or quality of the water which SWA may obtain from the operation of the Water System and/or any replacements of such facilities.

8. Notice. Notice to any party to this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the addresses specified below. Any such notice shall be deemed received on the confirmed date of delivery to the party (or such parties' authorized representative). Until any party notifies the other party as to a change of its address for notice purposes, notice to the parties shall be sent to the above addresses.

- a. To Trustee (Grantor):  
Judy A. Bedsole, Trustee  
Bedsole Family Trust  
P.O. Box 95, Westlake, Oregon 97493
- b. To SWA (Grantee):  
Summit Water Association, Inc.  
P.O. Box 87, Westlake, OR 97493

9. Survival. Any provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend beyond the termination of this Agreement, will survive and continue in full force and effect after this Agreement is terminated.

10. Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of such term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Relationship of the Parties. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Trustee and SWA. Neither Trustee nor SWA is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

12. Entire Agreement; Modifications. This Agreement, subject to the terms and conditions of the Stipulated Agreement, contains the entire and integrated agreement of the parties with respect to the Easement granted herein and may be modified or amended only by a writing signed by the parties in interest.

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WATER RESOURCES DEPT  
SALEM, OREGON

13. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

14. Attorneys Fees. If either party brings an action to enforce the terms of this Agreement or to declare rights under this Agreement (including any action in bankruptcy court), the prevailing party at any such action, on trial or appeal, shall be entitled to its reasonable attorneys fees to be paid by the losing party as fixed by the court.

15. Binding Effect. The rights, benefits and obligations hereunder shall inure to the benefit of and be binding on the parties, their representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TRUSTEE:

SWA:

SUMMIT WATER ASSOCIATION, an Oregon corporation

*Judy A. Bedsole Trustee* By: \_\_\_\_\_  
Judy A. Bedsole, Trustee,  
Bedsole Family Trust UTA dated January 21, Its: \_\_\_\_\_  
1999

[NOTARY SIGNATURES ON FOLLOWING PAGE]

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

ACKNOWLEDGMENT

STATE OF OREGON     )  
                                  ) ss.  
County of Lane        )

The foregoing instrument was acknowledged before me on February 29, 2012, by  
Judy A. Bedsole as Trustee of the Bedsole Family Trust UTA dated January 21, 1999.



Laurel Latham  
Notary Public for Oregon  
My commission expires: 6-9-2015

STATE OF OREGON     )  
                                  ) ss.  
County of Lane        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by \_\_\_\_\_ as \_\_\_\_\_ of Summit Water Association, Inc.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

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APR 30 2012  
WATER RESOURCES DEPT  
SALEM, OREGON

**Exhibit A  
to Easement Agreement**

Legal Description of Trust Property

Beginning at the most Southerly Southwest corner of Westlake, as platted and recorded in Volume 7, Page 2, Lane County Oregon Plat Records, in Lane County, Oregon, prior to vacation of Block 31, said point also being 2520 feet South of and 105 feet West of the 1/4 section corner between Sections 27 and 34, in Township 19 South, Range 12 West of the Willamette Meridian, Lane County, Oregon; thence from said beginning point due West 350 feet, thence due North 250 feet, thence due East 350 feet, thence due South 250 feet, to the point of beginning, all in Lane County, Oregon, such property being further identified as Parcel Number 701 in the Lane County Tax Records, MAP Number 19123420.

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APR 30 2012  
WATER RESOURCES DEPT  
SALEM, OREGON



ORDER NO. 12 027

ENTERED JAN 30 2012

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 1489, UM 1528, UCR 121, UCR 122, UCR 123, UCR 133, UCR 135

In the Matter of

JUDY BEDSOLE AND FISH MILL LODGES  
WATER SYSTEM

Application for Abandonment of Utility and  
Other Above-Referenced Dockets Relating to  
the Operation and Maintenance of the Fish  
Mill Lodges Water System.

ORDER

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

DISPOSITION: STIPULATION APPROVED

**I. INTRODUCTION**

In this order the Public Utility Commission of Oregon (Commission) approves a stipulation between Fish Mill Lodges Water System (Fish Mill), its owners, its customers, and the Commission Staff that resolves all issues in the referenced proceedings. Their settlement brings to a conclusion numerous disputes regarding the provision of water to these customers.

This order approving the stipulation is not the Commission's final action in these dockets. The stipulation prescribes various terms and conditions, the performance of which will culminate in a final order that will divest the Commission of jurisdiction over the enterprise.

**II. PROCEDURAL HISTORY**

**A. Background**

Fish Mill operates a fishing resort and recreational vehicle park adjacent to Siltcoos Lake near the Oregon coast. Fish Mill obtains its water from a nearby natural spring. It provides water to itself, as well as to three residential customers located along the easement to the spring.

In August 2007, Fish Mill filed a petition asking that it be rate regulated by the Commission. We granted Fish Mill's request and, in Order No. 07-391, asserted jurisdiction over the water utility. In Order No. 08-235, we subsequently approved new rates for the company

S81803

Following that rate order, numerous disputes have arisen between Fish Mill and its three residential customers. Those disputes lead to numerous filings here at the Commission, including several complaints by two of the three residential customers against Fish Mill, and a complaint filed by Fish Mill against its customers.

Fish Mill has also experienced problems with water quality. On September 6, 2010, a routine water sample taken at the lodge tested positive for total coliforms. Four additional samples confirmed the presence of total coliforms and E. coli. Fish Mill took no effective action to correct these problems with regard to its three residential customers, whose service is subject to a "boil water" notice. Fish Mill did, however, drill a new well on its property for the purpose of serving the resort, bypassing the utility system.

**B. Petition to Abandon Service**

These events led Fish Mill to seek authorization to abandon service to its customers. In its application, Fish Mill cited financial hardship and claimed that it was "inefficient" and "overly burdensome" to continue to provide water service to its few customers, and that the legal and regulatory costs had caused the company to lose money in the last several years. Fish Mill cited financial considerations as a factor limiting its ability to respond effectively to its water quality crisis. In addition, Fish Mill alleged that customer abuses, complaints and disputes had left the company unable to properly administer and regulate the service of water to its customers.

Staff opposed the company's application to abandon its water system. Staff disputed Fish Mill's financial claims and allegations of customer abuses, and initiated civil action against Fish Mill to gain compliance with the Commission's rules and regulations.

Alternatively, Staff proposed that the Commission allow Fish Mill to abandon its water service upon Fish Mill's conveyance of all rights, assets, and easements of its water system to its residential customers or a new owner. The abandonment would entail the appointment of a regent to operate and manage the water system as necessary.

**C. Stipulation**

Following extensive settlement discussions, Fish Mill, its customers, and Staff entered into a comprehensive settlement to resolve all issues related to the application to abandon service, as well as all pending complaints between the company and its customers. On November 23, 2011, Staff filed the stipulation on behalf of all parties. The stipulation is attached as Appendix A.

The stipulation is between Staff, the owners of the utility and its related property, Judy Bedsole and Fish Mill Lodges Water System, Trustees of the Bedsole Family Trust, Shawn Bedsole and Cris Bedsole, and the utility's customers, Dennis and Barbara Varenas, Don and Suzanne Durland, and Bonnie Lucas. By its terms, the stipulation provides that the customers will form an entity of their choosing for the purpose of taking ownership of the "water system" as defined in the stipulation.

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APR 30 2012

**WATER RESOURCES DEPT  
SALEM, OREGON**

Under the stipulation, the water system will be transferred to the entity within 15 days of the Commission's approval of the stipulation. The parties' request the Commission appoint a regent to temporarily manage the water system until the issuance of a final order, as contemplated by the stipulation. They also request the Commission to authorize the use of emergency funds collected under ORS 756.310 and OAR 860-036-0370 to repair the water system as requested by the regent and verified by Staff.

Monthly operating costs will be billed by the regent (and successor operator) to the customers. Capital improvement costs (including those paid for by the emergency funds) will be billed in monthly installments of \$416.66 until paid in full. After the regent has performed the necessary measures, the customers are responsible for engaging a third party independent contractor to operate and maintain the water system.

Fish Mill and its principals agree not to interfere with the operation of the Water System or to interfere in the work of the regent. Fish Mill agrees to continue to provide water service until the regent is appointed. The Fish Mill Lodge will be disconnected from the Water System.

The stipulation provides that the Commission will not pursue civil penalties against Judy Bedsole or Fish Mill. It further provides that the Commission will withdraw its complaint in Lane County Circuit Court.

All documents necessary to effectuate the transfer of the water system will be delivered to the Commission within thirty days of this order. The stipulation provides that the Commission will deliver the documents to the specified grantees (the entity selected by the customers) simultaneously with the Commission's final order.

Upon confirmation that the parties have materially satisfied their obligations under the stipulation, the parties request that the Commission issue its final order:

- a. Approving the transfer of the water system to the entity and withdrawing regulatory jurisdiction from Fish Mill;
- b. Ordering the release and delivery to the entity and customers the documents filed with the Commission;
- c. Describing and confirming the dismissal of all pending actions between the Parties;
- d. Releasing the regent from its appointment; and
- e. Confirming that the terms and conditions of the stipulation remain binding,

The parties request that the Commission record the final order in the official records of Lane County.

**D. Testimony in Support of Stipulation**

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WATER RESOURCES DEPT  
SALEM, OREGON

On January 20, 2012, Staff filed testimony in support of the stipulation. Staff explained why the stipulation was necessary and summarized the main points. Staff described each of the open dockets and explained that adoption of the stipulation will resolve all of these matters.

Staff described the water quality problem and explained the role of the regent in operating the system. Staff cited similar cases where a regent has been appointed, pursuant to OAR 860-036-0365.

Staff stated that it had contacted the Oregon Association of Water Utilities regarding qualified candidates for the regent position and has identified Dan Reitz of Oregon Water Service as a suitable appointee. Mr. Reitz has agreed to accept the appointment.

Staff described the contract with the regent and the method of payment. The tariffed monthly rate for water service to each customer is \$53.87. The payment to the regent will be \$150 per month.

As noted by Staff, in their stipulation the parties request that the Commission use its emergency funds, pursuant to ORS 757.068 and OAR 860-036-0370 to repair the Water System to provide the customers with safe drinking water. Staff explains the circumstances that warrant the use of the emergency funds in this instance. The regent will make repairs and levy a proportional surcharge on the customers for the recovery of the emergency funds.

Staff also explains provisions of the stipulation relating to existing and future water rights, including possible future service to property owned by Judy Bedsole.

### III. DISCUSSION

We find the stipulation to be a reasonable resolution of the numerous disputes in these proceedings and approve it. The managed abandonment of Fish Mill's water system is a favorable result that is likely to provide a long term solution to all parties.

We recognize the customers' need for water service and their tenacity in standing up for themselves to see these cases through to a successful outcome. Regardless of the Commission's preference for a stipulation, there would be no settlement approved in this case without the support of the customers.

We note that the stipulation contemplates a final order that will provide for the dismissal of the pending actions among the parties. In this decision we approve the stipulation and provide for the appointment of a regent. The customers have been under a boil-water notice for over a year. We direct the regent to do whatever is reasonably necessary to bring the water system into compliance with all health and safety regulations and to ensure the integrity of the system. We authorize the use of funds up to \$5,000 collected under ORS 756.310 for emergency repairs.

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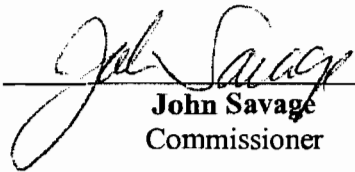
WATER RESOURCES DEPT  
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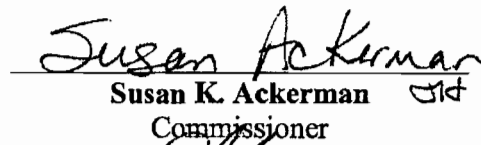
IV. ORDER

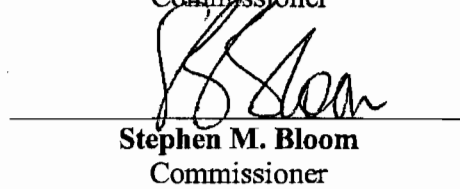
IT IS ORDERED that

1. The stipulation between Judy Bedsole and Fish Mill Lodges Water System, Shawn Bedsole and Cris Bedsole, the Public Utility Commission of Oregon Staff, Dennis and Barbara Varenas, Don and Suzanne Durland, and Bonnie Lucas is approved.
2. The Commission's Executive Director shall enter into a contract with Oregon Water Service to perform the duties of regent as described in the stipulation.
3. The Commission's Executive Director will enter into contracts as necessary to expend the Commission's emergency funds as described in the stipulation.
4. Judy Bedsole shall deliver to the Commission within 30 days of the date of this order the legal documents as prescribed in the stipulation.
5. Customers Varenas, Lucas, and Durland shall form the entity to receive ownership of the Water System within 15 days of the date of this order.

Made, entered, and effective JAN 30 2012

  
 \_\_\_\_\_  
**John Savage**  
 Commissioner

  
 \_\_\_\_\_  
**Susan K. Ackerman**  
 Commissioner

  
 \_\_\_\_\_  
**Stephen M. Bloom**  
 Commissioner



A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

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FOR SETTLEMENT PURPOSES ONLY

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1489, UM 1528, UCR 121, UCR 122, UCR 123, UCR 133, UCR 135

6 In the Matter of JUDY BEDSOLE AND )  
 7 FISH MILL LODGES WATER )  
 SYSTEM )  
 8 Application for Abandonment of ) STIPULATED AGREEMENT  
 Utility and Other Above-Captioned )  
 9 Dockets Related to the Operation and )  
 Maintenance of the Fish Mill Lodges )  
 10 Water System )

11  
 12 Judy Bedsole and Fish Mill Lodges Water System, appearing by and  
 13 through their attorney, Peter Mohr ("Fish Mill"); intervenors Judy Bedsole,  
 14 Trustee of the Bedsole Family Trust (the "Trust"), Shawn Bedsole, and Cris  
 15 (Charles) Bedsole (the "Intervenors"); the Public Utility Commission of Oregon  
 16 Staff, appearing by and through its attorney, Jason W. Jones, Assistant Attorney  
 17 General ("Staff"); and customer intervenors Dennis and Barbara Varenas, Don  
 18 and Suzanne Durland, and Bonnie Lucas, ("Customer Intervenors"), all of whom  
 19 shall be collectively referred to herein as the "Parties," enter into this Stipulated  
 20 Agreement ("Stipulation") as further detailed below, to settle and resolve all  
 21 issues between them in the above-captioned proceedings.  
 22

1.

STIPULATION APPROVAL AND APPOINTMENT OF A REGENT

25 The Parties request that the Commission enter an order approving this  
 26 Stipulation and expedite the appointment of a Regent to operate, manage,



1 evaluate, and repair the Fish Mill Lodges Water System in the manner and for  
2 the time period determined by the Commission.

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3 If the Stipulation is approved, the Regent, as contracted by the  
4 Commission, will operate, manage, repair, improve, maintain, and administer the  
5 Water System (as this term is defined in Paragraph 5). A Memorandum of the  
6 Stipulated Agreement, approved and signed by the Parties who possess a title  
7 interest in the "Parties' Properties" identified in Paragraph 4, shall be recorded in  
8 the Official Records of Lane County, Oregon. The Commission's jurisdiction will  
9 continue during the Regent's appointment until the Commission issues a Final  
10 Order pursuant to Paragraph 18 of this Stipulation.

11  
12 Upon completion of the Regent's appointment, the Customer Intervenors  
13 shall ensure that a third party independent contractor with experience and  
14 qualifications as required by law shall be responsible for the Entity's continued  
15 operation, management, maintenance, and repair of the Water System (the term  
16 "Entity" is defined in Paragraph 3).

18 2.

19 EMERGENCY FUNDS

20  
21 If this Stipulation is approved and upon the appointment of the Regent,  
22 the Parties request the Commission use its emergency funds, pursuant to  
23 ORS 757.068 and OAR 860-036-0370, to repair the Water System as necessary  
24 and requested by the Regent and verified by Staff.

25 The Customer Intervenors have been on a boil-water notice for over one  
26 year. The Parties request that the Commission direct the Regent to do whatever

1 is reasonably necessary to bring the Water System into compliance with the WATER RESOURCES DEPT  
 2 laws, rules, and regulations of the Commission, the Oregon Health Authority's SALEM, OREGON  
 3 Drinking Water Program, and the Lane County Environmental Health Department  
 4 and ensure the integrity of the Water System.  
 5

6 The Parties agree that a proportional surcharge be levied by the Regent,  
 7 or thereafter the Entity, on all customers and Water Users receiving water from  
 8 the Spring, Water System, or both to recover any Commission emergency funds  
 9 utilized by the Regent to affect repairs on the Water System.

10 The term "Water User" in this Agreement shall refer to any non-customer  
 11 person or entity, such as the Trust, that in any manner receives or uses water  
 12 from the Spring or the Water System. A person or entity shall be a Water User  
 13 even if the person or entity does not actually directly use the water themselves,  
 14 but rents or enters into any kind of arrangement to allow a third party to obtain  
 15 water from the Spring or the Water System. In that case, the person or entity  
 16 providing the water is the Water User and the person or entity receiving the water  
 17 is not.  
 18

19 The Regent, or thereafter the Entity, shall also collect from all future  
 20 customers or Water Users, who become customers or Water Users within ten  
 21 (10) years of the date of the Commission's Order approving transfer of the Water  
 22 System, their proportionate share of the cost of repairs. Unless otherwise  
 23 provided in this Stipulation, payment is due prior to such customers and/or Water  
 24 Users receiving water. The Regent, or thereafter the Entity, will then refund the  
 25 share differential amount to those customers or Water Users who previously  
 26

1 shared the cost of said repairs. Refunds shall not exceed the amount originally  
2 advanced.

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3  
4 3.

5 THE ENTITY

6 If this Stipulation is approved by the Commission, within fifteen (15) days  
7 of such approval, Customer Intervenors shall form an association, corporation, or  
8 other entity of their choosing (the "Entity") for the purpose of receiving ownership  
9 of the Water System.

10 4.

11 PARTY PROPERTIES

12 For purposes of this Stipulation, the Parties' Properties shall collectively  
13 consist of, and be referred to, individually as follows:

- 15 Dennis and Barbara Varenas      Lots 11, 12, and 13, Block 28, West  
16 Lake Subdivision Plat, Lane County  
(the "Varenas Property")
- 17 Don and Suzanne Durland      Lots 13, 14, and 15, Block 29, West  
18 Lake Subdivision Plat, Lane County  
(the "Durland Property")
- 19 Bonnie Lucas      Lots 5, 6, and 7, Block 29, West Lake  
20 Subdivision Plat, Lane County (the  
21 "Lucas Property")
- 22 Bedsole Family Trust      Lots 5, 6, 7, 8, and 9, Block 28, West  
23 Lake Subdivision Plat, and Tax Lot  
24 701, Government Lot 2, SE ¼ of the  
25 NW ¼, Sec. 34, T. 19S, R. 12W, W.M.,  
26 all within Lane County (the "Trust  
Property")

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5.

THE WATER SYSTEM

Fish Mill is a rate-regulated water utility currently delivering water service to customers Lucas, Varenas, and Durland from a spring located on the Trust's Tax Lot 701 (the "Spring").

For purposes of this Stipulation, the "Water System" includes, but is not necessarily limited to: diversion structures, the collection basin at the Spring before the holding tank, the holding tank, pump house, pumps, the power supply line and electric meter, the pressure tank, pipelines, related facilities; any other equipment used in providing water service to the Customer Intevenors; any facilities or equipment that currently make up the Water System; and all necessary and existing easements and rights-of-way to operate and distribute water from the Spring located on Tax Lot 701 to the Customer Intervenors' premises.

The operation, management, improvement, repair, and maintenance of the Water System shall only be carried out by the Regent, or thereafter by the Entity, according to applicable laws and the terms of this Stipulation. The Regent, or thereafter the Entity, shall make improvements and repairs to the Water System as reasonably necessary, including repairing, constructing, or installing equipment or utility plant to that portion of the Water System located on Tax Lot 701.

The Regent and the Bedsole Family Trust will allow access to the Spring and the Water System to Customer Bonnie Lucas and will provide additional information to the extent required by the Oregon Water Resources Department

1 as a prerequisite to her application for a limited license and water right permit as  
 2 provided in Paragraph 12 below and to confirm that she can obtain delivery of  
 3 water from the Spring to her property. Under no circumstances, however, shall  
 4 this paragraph be construed to displace the Regent's, or thereafter the Entity's,  
 5 exclusive authority to operate, manage, improve, repair, or maintain the Water  
 6 System.  
 7

6.

THE TRUST WATER RIGHT

8  
 9  
 10 The Trust currently claims the entire interest in the water right currently  
 11 sourced from the Spring and identified in the records of Oregon's Water  
 12 Resources Department as Certificate No. 85238 (the "Water Right").  
 13

7.

CONVEYANCE AND ASSIGNMENT OF WATER SYSTEM

14  
 15  
 16 Within thirty (30) days of an Order issued by the Commission approving  
 17 this Stipulation, Fish Mill, Judy Bedsole, the Intervenors, and/or the Trust, as  
 18 applicable, shall execute and deliver to the Commission all documents sufficient  
 19 to convey, transfer, release, quit claim, and assign "as-is" to Customer  
 20 Intervenors or the Entity the following interests:

- 21 a. To Customer Intervenors Dennis and Barbara Varenas, that
- 22 proportionate interest in the Water Right that is associated with or
- 23 appurtenant to the Varenas Property.
- 24 b. To Customer Intervenors Don and Suzanne Durland, that
- 25 proportionate interest in the Water Right that is associated with or
- 26 appurtenant to the Durland Property.

1 c. To the Entity, all rights, titles, and interests possessed in and to the  
2 Water System provided; however, that such conveyance and  
3 assignment shall reserve in the Trust the right to obtain its remaining  
4 interest in the Water Right appurtenant to its property, which use shall  
5 be made subject to the terms and conditions provided under this  
6 Stipulation.  
7

8 d. To the Entity, a non-exclusive easement for the limited purpose of  
9 providing reasonable access on and across Tax Lot 701 for the  
10 withdrawal, collection, treatment, and distribution of water from the  
11 Spring; for its use of the power supply line and any other Water  
12 System facilities; and for any improvement, repair, operation, and  
13 maintenance of any portion of the Water System located on Tax Lot  
14 701, provided that such easement shall consist of an area five feet  
15 from the centerline of any section of the existing water line and ten (10)  
16 feet in all directions from the outside dimension of all other existing  
17 components of the Water System located on Tax Lot 701. At the  
18 junction of the existing waterline and any other existing component, the  
19 greater easement area shall control.  
20

21  
22 e. To the Entity, all interests possessed in easements and rights-of-way  
23 in or over the properties that provide access for the operation and  
24 maintenance of the Water System necessary to transmit the water  
25 from the Spring to the Customer Intervenors' properties.  
26

f. To Customer Intervenor Bonnie Lucas:

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1. A deed sufficient to convey a portion of its remaining interest in the Water Right. The amount of the Water Right conveyed will be equal to the amount of the proportional interest in the Water Right conveyed to the other Customer Intervenor under preceding sub-Paragraph 7(a) or (b); and
2. Any other documents required by the Oregon Water Resources Department to be signed or submitted by the owner of the land the Spring is located on, or to which the water rights interest previously conveyed to Customer Intervenor Bonnie Lucas will still then be considered appurtenant, including an affidavit confirming evidence of use of the portion conveyed and a Consent to Transfer or other required document that allows for the place of use of such interest to be changed.

The Parties request that the Commission deliver the documents identified above under sub-paragraphs (a) through (e) to the specified grantees simultaneously with the Commission's Final Order issued pursuant to Paragraph 18.

The Parties request that the Commission deliver any documents identified under sub-paragraph (f) that are required by the Oregon Water Resources Department for Customer Intervenor Bonnie Lucas to obtain her own limited license or water permit pursuant to Paragraph 12(a) or (b), to Customer Intervenor Bonnie Lucas. This requirement shall not be interpreted to include any title documents conveying part of the Water Right to Customer Intervenor

1 Bonnie Lucas. If, at the time, the Commission enters its Final Order pursuant to  
 2 Paragraph 18, Customer Intervenor Bonnie Lucas has received notice from the  
 3 Oregon Water Resources Department that it has denied or intends to deny either  
 4 of her applications filed pursuant to Paragraph 12 (a) or (b), the Commission will  
 5 deliver the remaining documents identified above in subparagraph (f) to  
 6 Customer Intervenor Bonnie Lucas; otherwise, the Commission will deliver these  
 7 documents to Cascade Title Co., 811 Willamette Street, PO Box 1476, Eugene,  
 8 Oregon, 97440, Attention: Gwen Bowen, to be placed in an escrow account  
 9 there. This escrow account will be established and paid for by Bonnie Lucas.  
 10 The escrow instructions shall be approved and signed by Judy Bedsole in her  
 11 capacity as sole proprietor of Fish Mill and as Trustee of the Trust and Customer  
 12 Intervenor Bonnie Lucas, so long as these instructions provide that following the  
 13 entry of the Commission's Final Order pursuant to Paragraph 18, the documents  
 14 are to be released to:

- 17 a. Customer Intervenor Bonnie Lucas upon meeting the requirements in
- 18 Paragraph 12; or
- 19 b. Judy Bedsole upon presentation of a copy of a water right permit filed
- 20 pursuant to Paragraph 12(b) for the benefit of Customer Intervenor
- 21 Bonnie Lucas's property.
- 22

23 The escrow instructions will further provide that if the Commission does  
 24 not enter a Final Order pursuant to Paragraph 18 that the documents shall be  
 25 returned to Judy Bedsole.

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8.

REQUEST FOR WATER THROUGH VALVE NO. 1

Judy Bedsole, the Intervenors, and/or the Trust, as applicable, own Tax Lot 701 where the Spring is located. The Water System currently only delivers water from the Spring. If in the future, a Water User desires to obtain water from the Spring or any portion of the Water System, delivery of such water shall be restricted to the use of Valve No. 1 (or Valve No. 2 as provided in Paragraph 9 below).

Upon appointment, the Regent will determine where Valve No. 1 will be located on Tax Lot 701 in the event it is required. The Regent will mark such location clearly and will also notify the PUC and the Parties of the location. This location shall be, to the extent reasonably possible, after the collection basin and before the existing storage tank, unless determined by the Regent to be detrimental to the Entity or the Water User(s). Such location shall be permanent unless changed by the Entity in good faith in order to maintain water delivery to Valve No. 1 with advance written notice to Water Users. The following conditions will apply to the use of water through Valve No. 1:

- a. Prior to water use by any means, the Water User shall provide a dated, written notice to the Regent, or thereafter the Entity, confirming the Water User's desire for delivery of the water by means of Valve No. 1.
- b. The Water User shall also provide to the Regent, or thereafter the Entity, proof of a valid Oregon Water Resources Department issued limited license, water right permit, or vested water right certificate

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authorizing the use of water from the Spring for the property to be served by Valve No. 1.

- c. Upon completion of such written notice and verification of the water use right (as described above), the Regent, or thereafter the Entity, shall install Valve No.1 and a flow meter at the point previously determined.
- d. The cost, installation, construction, operation and maintenance of any facilities, lines, treatment, etc. connected to and therefore below Valve No. 1 and the accompanying flow meter shall be the responsibility of the Water User.
- e. The Entity shall retain ownership and responsibility of Valve No. 1 and the meter. The Entity has no responsibility for anything connected to and therefore below Valve No. 1 and the accompanying flow meter.

9.

REQUEST FOR WATER THROUGH VALVE NO. 2

Judy Bedsole, the Intervenors, and/or the Trust, as applicable, own property which is located below the existing service connections to the Customer Intervenors' properties. Since they are currently not obtaining delivery of water from the Water System, upon Commission appointment of the Regent, the Regent will disconnect water service below the service connections of Customer Intervenors' properties by capping the distribution line at a point to be determined by the Regent. Upon appointment, the Regent will determine where Valve No. 2 will be located below the existing service connections to the Customer

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1 Intervenor's properties in the event such valve is ever required. The Regent will  
2 mark such location clearly and will also notify the PUC and the Parties of the  
3 location. This location shall be permanent unless changed by the Entity in good  
4 faith in order to maintain water delivery to Valve No. 2 with advance written  
5 notice to Water Users. The delivery of water from Valve No. 2 shall be subject to  
6 the following conditions:  
7

- 8 a. Prior to water use by any means, the Water User shall provide a dated,  
9 written notice to the Regent, or thereafter the Entity, confirming the  
10 Water User's desire for delivery of water by means of Valve No. 2.  
11 b. The Water User shall also provide to the Regent, and thereafter the  
12 Entity, proof of a valid Oregon Water Resources Department issued  
13 limited license, water right permit, or vested water right certificate  
14 authorizing use of the water from the Spring for the property to be  
15 served by Valve No. 2.  
16 c. Upon completion of such written request and verification of proof of the  
17 water use right (as described above), the Regent, or thereafter the  
18 Entity, shall install Valve No. 2 and a flow meter at the point previously  
19 determined.  
20 d. The cost, installation, construction, operation, and maintenance of any  
21 facilities, lines, treatment, etc. connected to and therefore below Valve  
22 No. 2 and the accompanying flow meter shall be the responsibility of  
23 the Water User.  
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e. The Entity shall retain ownership and responsibility of Valve No. 2 and the accompanying flow meter. The Entity has no responsibility for anything connected to and therefore below Valve No. 2 and the accompanying flow meter.

10.

TERMS OF WATER USE THROUGH VALVES NO. 1 AND NO. 2

The receipt of water as a Water User through Valve No. 1, Valve No. 2, or otherwise is conditioned as follows:

a. Monthly Operation Costs

1. From the date of installation of Valve No. 1, Valve No. 2 (collectively the "Valves"), or use of water by any means, the Water User shall be responsible for paying its proportional share of the monthly costs associated with the operation, management, maintenance, and repair of that portion of the Water System used in providing water, including any power used by any separate distribution systems installed by Water User and billed to the Regent or the Entity. These monthly operation and maintenance costs may include, but shall not be limited to, water treatment, excavation, the acquisition of permits, the completion of required environmental studies, and periodic maintenance and repair of the access routes to the Water System via applicable easements and/or right of ways on and across Tax Lots 700 and 701. (All such costs in this paragraph shall be referred to as "Monthly Operation

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Costs.”)

2. The proportionate water usage (stated as a percentage) shall be calculated by taking the Water User's monthly usage divided by the total Water System monthly usage. The Water System's total costs for that portion of the Water System used in providing the water for the month will be multiplied by the Water User's proportionate water usage for that month to determine the monthly amount due. If power is used, the same cost calculation will be used to determine the power charge.

3. If both Valves Nos. 1 and 2 have been installed, monthly costs shall be billed separately to the appropriate Water User. Use of Valve No. 1 by the same or separate Water Users does not preclude Monthly Operation Cost payments for use of Valve No. 2, and vice versa.

4. The Regent, Entity, or successor operator shall ensure that all monthly billing statements to be submitted to the Water Users under this Stipulation shall include, as applicable, a list of repairs and expenses incurred during the month and the monthly metered usage sufficient to confirm the Water User's proportionate payment obligations under this Stipulation.

b. Capital Improvement Costs

1. From the date of installation of Valve No. 1, Valve No. 2, or use of water by any means, the Water User shall be responsible for

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paying its proportional share of the costs (see sub-paragraph 3 below) associated with any Capital Improvements made to the Water System above the appropriate Valve, after the date of the Commission's Order approving this Stipulation.

2. Capital Improvement Costs shall initially consist of all repairs and improvements made by the Regent. From the date the Entity takes over the operation and maintenance of the Water System, Capital Improvement Costs shall be defined as all of the initial costs and repairs made by the Regent plus all individual equipment purchased, facilities constructed, and monthly operation and maintenance costs as defined under Paragraph 10(a) above when the cost of the item as purchased and installed exceeds \$1,000. The cost of the item for purposes of this paragraph shall include the cost of shipping, and any additional costs necessary to bring the item into service, including the cost of materials and labor to install, build, repair, or improve it. (The costs in this paragraph shall be referred to as "Capital Improvement Costs"). All other equipment purchased and installed or facilities constructed will be reimbursed as Monthly Operation Costs.

3. Reimbursement of the Capital Improvement Costs shall be charged as follows:

A. Water User of Valve No. 1 shall pay 30 percent of the Capital Improvement Costs associated with that portion of

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- the Water System used in providing water to the Water User.
- B. Water User of Valve No. 2 shall pay 40 percent of the Capital Improvement Costs associated with that portion of the Water System used in providing water to the Water User.
  - C. If the same Water User requests water through both Valves, the percentage of costs to be reimbursed shall be capped at 50 percent (20% for Valve No. 1 and 30% for Valve No. 2).
  - D. Capital Improvement Costs incurred prior to or after the installation dates of Valve No. 1 and/or Valve No. 2 will be charged at the same percentage rates as above, provided that any conveyance of a portion of the Trust's water right to an Entity customer tax lot (other than those conveyances provided for in Paragraphs 7 and 12) shall reduce the percentages referenced by a percentage equal to the proportionate part of the Trust's water right being conveyed.
  - E. The Capital Improvement Costs due from a Water User shall be paid in equal monthly installments of \$416.66 until paid in full, with the first installment being paid prior to receiving water from the related valve. Any new Capital Improvements undertaken by the Regent or Entity after the Water User has started receiving water from the related valve, shall be billed to the Water User in the same manner as they are billed to Entity customers, except that the

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monthly payment due for prior and new Capital Improvement  
Costs will not exceed \$416.66 per month for each Water  
User.

- 4. The Regent, or thereafter the Entity, will then refund the share differential amount to those customers and/or Water Users who previously shared the cost of said Capital Improvement Costs. Refunds shall not exceed the amount originally advanced.
- 5. Use of Valve No. 1 by the same or separate Water Users does not preclude payment of Capital Improvement Costs from the Water User(s) of Valve No. 2, and vice versa.
- 6. The Regent, Entity, or successor operator shall ensure that the billing statement to be submitted to the Water Users under this Stipulation shall include, as applicable, the list of improvements made sufficient to confirm the Water User's proportionate payment obligation under this Stipulation.

c. Payments

- 1. Monthly invoices to Water Users will be delivered by First Class U.S. Mail. All appropriate payments required of any Water User under this section shall be made within 30 days of the invoice date (the "Due Date"). Payments shall be made directly to the Regent, or thereafter to the Entity.
- 2. Failure on the part of the Water User to fulfill its financial obligations within such Due Date will result in an additional assessment of

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interest on the balance due. The interest will be calculated at the rate and in the manner set by the Commission at the time the interest is to be assessed whether or not the Commission has jurisdiction, and will be specified in the monthly invoice. Interest will continue to accrue monthly until the balance due is paid in full. Should the Water User fail to pay the entire balance due, plus any accrued interest within 30 days of the initial Due Date, the Entity may choose to (a) disconnect the delivery of water to the Water User and/or (b) record a lien against the property receiving the water for the amount due with interest, plus any fees assessed by the Entity, according to its established Statement of Rates and Charges, which may include costs to obtain the lien, reasonable attorneys fees, recording costs, and a disconnection charge.<sup>1</sup> The Entity agrees to abide by the Commission's rules regarding service disconnects whether or not the Commission has jurisdiction.

3. If the Entity has disconnected a Water User, the Entity shall not restore delivery of water until the amount secured under the lien, plus any additional outstanding interest, balances, or fees are paid in full.

11.

TERMS AND CONDITIONS OF CONVEYANCE

The conveyance and assignment of interests in the Water System under

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<sup>1</sup> If necessary, this Stipulation requests the waiver of the requirements under OAR 860-036-0125 Due and Payable Period; Time-Payment Agreements for Residential Service where the billing rules and regulations do not agree with Section 10, Subsection C, of this Stipulation.

1 Paragraph 7 of this Stipulation shall be subject to the following terms and  
2 conditions:

3 a. The Regent shall determine (with consideration to the preference of  
4 the Parties), the locations of Valve No. 1 and Valve No. 2, prior to the  
5 receipt of any notices requesting installation of the Valve(s). These  
6 locations shall be clearly identified and reported to the Parties. Valve  
7 No. 1 shall, if possible, be located just inside the Water System  
8 Easement on Tax Lot 701. Valve No. 2 shall be located below the  
9 service connections to the Customer Intervenors' properties. Such  
10 locations will be chosen by the Regent and will not be changed without  
11 the express written permission of the Regent, or thereafter by the  
12 Entity.  
13

14  
15 b. In the event that any distribution system or part thereof necessary to  
16 deliver water to a Water User must be located within the easement(s)  
17 conveyed to the Entity, the Regent shall determine the location of such  
18 distribution facilities taking into consideration:

- 19 1. The preference of the Parties that the components of their water
- 20 systems be placed so that the least amount of interaction
- 21 between the Parties is required;
- 22
- 23 2. That each water system be economically feasible; and
- 24
- 25 3. No part of the Water User's distribution system may utilize any
- 26 Water System components located below the Valve(s) to be  
used. For instance, no Water System pipelines located below

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1 Valve No. 1 may be utilized as part of the distribution system for  
2 Valve No. 1.

3  
4 12.

5 LUCAS' WATER RIGHT

6 Within ninety (90) days of the Commission's approval of this Stipulation,  
7 Customer Intervenor Bonnie Lucas or the Entity shall file with Oregon's Water  
8 Resources Department:

- 9 a. An application for a limited license to obtain an adequate temporary
- 10 water supply from the Spring for domestic use for one house on the
- 11 Lucas Property; and
- 12 b. An application for a permit to obtain an adequate water supply from the
- 13 Spring for domestic use for one house on the Lucas Property.

14  
15 Should Customer Intervenor Bonnie Lucas successfully obtain either or  
16 both of the applications in subparagraphs (a) and (b) above, the limited license,  
17 the water permit, or certified water right shall be administered equally by the  
18 Entity and the Water Users as if it held a priority date equal to that of the Water  
19 Right.

20  
21 However, if Customer Intervenor Bonnie Lucas is unable to obtain an  
22 adequate limited license or water permit in response to her applications, then the  
23 documents identified under Paragraph 7(f) shall be delivered to Customer  
24 Intervenor Bonnie Lucas upon presentation of 1) a copy of a notice or order  
25 issued by Oregon's Water Resources Department ("Notice") that the Department  
26 either intends to deny or has denied such Water permit or license application and

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WATER RESOURCES DEPT  
SALEM, OREGON

1 2) a copy of the Commission's Final Order pursuant to Paragraph 18.

2 On the occasion that the Oregon Water Resources Department's review of  
3 Customer Intervenor Bonnie Lucas' initial application for a water right permit  
4 under preceding Paragraph 12(b) is neither approved nor denied within three  
5 years from the date of the Commission's approval of this Stipulation, the Trust, or  
6 other applicable Party, if required by the Oregon Water Resources Department,  
7 agrees to execute an updated deeded landowner consent form and affidavit  
8 evidencing authorized use of the subject water right interest during the previous  
9 five years. Such documents are to be delivered to the escrow account referred  
10 to above.  
11

12 13.

13  
14 NOTIFICATION AND AGREEMENT NOT TO PROTEST ADDITIONAL  
15 APPLICATIONS FOR WATER RIGHTS

16 The Entity, all Parties, or any customer or Water User that files any kind of  
17 application with the Oregon Water Resources Department that involves the  
18 Spring shall concurrently notify in writing all other then existing owners of a water  
19 right sourced from the Spring of the filing of such application. The Parties further  
20 agree, unless otherwise provided in this Stipulation, not to file protests, object, or  
21 interfere in any Customer Intervenor applications submitted to Oregon's Water  
22 Resources Department for a limited license or water permit for water rights for  
23 the Customer Intervenors' tax lots which are not currently entitled to water under  
24 the Water Right so long as:  
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- a. The applications are only for domestic use or non-commercial irrigation of lawn and garden; and
- b. Additional water rights to the Spring will be administered subject to the priority dates, with the exception of any water right issued to Customer Intervenor Bonnie Lucas under Paragraphs 12(a) or (b), which shall be administered as provided in Paragraph 12.

14.

**NO INTERFERENCE WITH REGENT OR ENTITY DUTIES**

Upon the Commission's appointment of a Regent, Judy Bedsole, Fish Mill, the Intervenors, the Customer Intervenors, their agents, successors, representatives, or assigns shall:

- a. Not interfere with the operation, maintenance, and administration of the Water System;
- b. Not operate, maintain, work on, tamper with, or otherwise take any action that may affect any portion of the Water System unless authorized by the Regent, or thereafter by the Entity;
- c. Not harass or cause harassment to the other Parties, the Regent, laborers, operators, or Entity's customers, members, agents, or representatives; and
- d. Not use or withdraw water directly or indirectly from the Spring or any portion of the Water System except as provided in this Stipulation.

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15.

FISH MILL OBLIGATION TO PROVIDE SERVICE

The Parties agree that Fish Mill will continue to provide water service to Customer Intervenors and maintain the Water System until a Regent is appointed by the Commission.

16.

ACCESS TO WATER SYSTEM

During the appointment of the Regent, only the Regent, the Commission, or persons authorized by the Regent or the Commission will have the authority to enter onto any real or personal property encumbered by the Water System for the purpose of operating, repairing, improving, monitoring, inspecting, or maintaining the Water System until such time as the Regent turns over the operation and maintenance of the Water System to the Entity.

17.

CIVIL PENALTIES

Provided this Stipulation is approved by the Commission, the Parties request the Commission:

- a. Not pursue civil penalties for any current violations as may be alleged against Judy Bedsole or Fish Mill; and
- b. Withdraw its complaint in pending Case No. 121008922 in Lane County Circuit Court, with or without prejudice.

18.

COMMISSION FINAL ORDER

The Parties agree and support this Stipulation serving as a request to the

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Commission that, upon its confirmation that the Parties' have materially satisfied their obligations under this Stipulation up to the date of the Commission's finding to that effect, it enter a Final Order:

- a. Approving the transfer of the Water System to the Entity, and withdrawing regulatory jurisdiction from Fish Mill and owner, Judy Bedsole, pursuant to ORS 757.480, OAR 860-036-0365, and OAR 860-036-710 and 715.
- b. Ordering the release and delivery to the Entity and Customer Intervenor Varenas and Durland, and to Lucas or Cascade Title Co. (as applicable), the documents previously executed under Paragraph 7 and filed with the Commission;
- c. Describing and confirming the dismissal of all pending actions between the Parties;
- d. Releasing the Regent from its appointment; and
- e. Confirming that the terms and conditions of the Stipulation as approved by the Commission and as noticed under the Memorandum of Stipulated Agreement previously recorded remain binding, with specific reference to the Memorandum's recording number and/or book and page in the Official Records of Lane County, Oregon.

The Parties request the Commission record the Final Order in the Official Records of Lane County, Oregon.

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19.

STIPULATION BINDING UPON SUCCESSORS

The rights, benefits, and obligations under this Stipulation shall inure to the benefit of and be binding on all Parties, hereto and their respective successors, legal representatives, assigns, representatives, or any other person claiming a right or interest through the Parties, whether or not it is specifically stated in this Stipulation. The Parties further agree that such documentation shall be executed to ensure this Stipulation is binding upon the Entity.

20.

DO NOT APPROVE OR CONSENT TO FACTS

By entering into this Stipulation, no Party shall be deemed to have approved, accepted, or consented to the facts, claims, principles, methods, or theories employed by any other Party in arriving to this Stipulation. Each Party represents to the other that any statement of fact in this Stipulation made by the Party is true and correct to the best of that Party's knowledge and belief, as of the date this Stipulation is signed by the Party. If a Party later discovers information that is inconsistent with its prior representation(s), or the representations of another Party, they must provide written notice to all of the other Parties of the accurate facts within thirty (30) days of discovery. All the Parties may then agree on the best way to handle the disclosed information, which may include amending this Stipulation. If the Parties cannot all agree, any Party or Parties determined to be adversely affected as a result of the disclosed information, as confirmed by the

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1 Commission while it has jurisdiction or by the Circuit Court if it does not, may seek  
2 to:

- 3 a. Withdraw from this stipulation (only if the Commission still has
- 4 jurisdiction); or
- 5
- 6 b. Recover damages from the representing Party (only in the event the
- 7 representing Party is found to have knowingly misrepresented the
- 8 facts).

9 21.

10 IF COMMISSION REJECTS STIPULATION

11 The Parties recommend the Commission approve this Stipulation in its  
12 entirety. The Parties have negotiated this Stipulation as an integrated document.  
13 Accordingly, if the Commission rejects all or any material portion of this  
14 Stipulation, each Party reserves the right, upon written notice to the Commission  
15 and all Parties to this proceeding within 15 days of the date of the Commission's  
16 Order, to withdraw from this Stipulation and request an opportunity for the  
17 presentation of additional evidence and argument.  
18

19 22.

20 COMMISSION'S APPROVAL REQUIRED

21 The Parties understand that absent the Commission's approval of this  
22 Stipulation, it is not binding on the Commission.  
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23.

STAY AND RELEASE

Upon approval of this Stipulation by the Commission, and excepting the performance of any obligations provided in this Stipulation, Judy Bedsole, the Trust, Fish Mill, the Intervenors, and Customer Intervenors agree that all past and current claims, causes of action, or demands subject to the Commission's jurisdiction involving the Water System against each other, their respective officers, directors, employees, advisors, agents, representatives, or attorneys will be stayed pending the Commission's entry of a Final Order pursuant to Paragraph 18. Upon the entry of the Commission's Final Order, the Parties agree that all such stayed actions, demands or claims as well as any alleged violations of the Stipulation or any other claims, causes of action, or demands involving the Water System that arose between the date of the Commission's order approving the Stipulation and the date of its Final Order shall be mutually released, dismissed, discharged, and waived. This paragraph shall not be interpreted, however, to deny any Party any relief it may have been awarded before the Commission's entry of its Final Order.

24.

COUNTERPARTS

This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Facsimile or emailed signatures shall be considered the same as an original for purposes of this Stipulation.

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25.

ATTORNEY FEES

Each Party agrees to bear its own attorneys' fees and costs in relation to the preparation and execution of this Stipulation. In any action or dispute between the Parties that may arise out of the interpretation or performance of this Stipulation, the prevailing Party in any such action or dispute, on trial before the circuit court, or on appeal, shall be entitled to its attorneys' fees, costs and expenses incurred in connection with such action or dispute including, without limitation, all reasonable litigation costs and attorneys' fees, to be paid by the losing Party as fixed by the court. However, this Paragraph 25 shall only apply to the PUC to the extent such fees and costs may be available under Oregon law.

26.

PERFORMANCE OF PROVISIONS

The Parties agree that the Trust, acting by and through its Trustee, and individuals Shawn Bedsole and Cris (Charles) Bedsole are only bound to perform obligations in this Stipulation that specifically refer to their performance of the same. This paragraph shall not be interpreted to require a specific reference to these Parties by name, but a reference to them as the "Intervenors" or as a "Party" or as "Parties" will be deemed sufficient to require their performance.

27.

GOVERNING LAW AND DISPUTE RESOLUTION

This Stipulation shall be construed and interpreted in accordance with the laws of the state of Oregon. Any claims, issues, or disputes that may arise out of

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WATER RESOURCES DEPT  
SALEM, OREGON

1 the interpretation or performance of this Stipulation as adopted by the  
2 Commission shall be resolved by the Commission so long as it retains jurisdiction  
3 under applicable law. Any claims, issue, or disputes that may arise out of the  
4 interpretation or performance of this Stipulation if the Commission lacks  
5 jurisdiction under applicable law will be resolved in Lane County Circuit Court.  
6

7 28.

8 AMENDMENTS

9 Any amendments to this Stipulation must be in writing, signed by all  
10 Parties, and approved by Order of the Commission.  
11

12 29.

13 NOTICES

14 Notice to any Party to this Stipulation shall be in writing and either  
15 personally delivered or sent by certified mail, return receipt requested, postage  
16 prepaid, addressed to the Party or Parties to be notified at the addresses  
17 specified below unless any Party notifies the other Parties as to a change of its  
18 address.

19 Judy Bedsole  
20 P.O. Box 95  
21 Westlake, Oregon 97493

Judy Bedsole, Trustee  
Bedsole Family Trust  
P.O. Box 95  
Westlake, Oregon 97493

22 Shawn Bedsole  
23 P.O. Box 95  
24 Westlake, Oregon 97493

Cris Bedsole  
P.O. Box 95  
Westlake, Oregon 97493

25 Bonnie Lucas  
26 PO Box 87  
Westlake, OR 97493

Dennis & Barbara Varenas  
721 Old Garden Valley Rd.  
Roseburg, OR 97470

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Don and Suzanne Durland  
123 Oasis Drive  
Denison, TX 75020-8857

Jason Jones  
Assistant Attorney General  
1162 Court Street NE  
Salem, OR 97301-4096

30.

ENTIRE AGREEMENT

This Stipulation is the entire understanding of the Parties with respect to its subject matter and supersedes all prior understandings, whether written or oral. The Parties affirm that the information provided in this Stipulation is accurate.

31.

SEVERABILITY

The validity of this Stipulation will not be affected if a particular provision is determined to be unenforceable. The Parties agree to do such things as may be necessary to carry out the purposes of this Stipulation including, but not limited to, executing documents necessary to ensure this Stipulation as approved by the Commission shall be binding on the Entity and its successors and assigns.

32.

REVIEW WITH COUNSEL

All Parties have had the opportunity to seek the assistance of legal counsel in their review of this Stipulation and by their signatures below confirm that they understand the legal significance of the terms and conditions contained herein.

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33.

EFFECTIVE DATE

This Stipulation shall be effective as of the date of the Commission's Order approving this Stipulation.

Judy Bedsole Nov 23, 2011  
Date  
Judy Bedsole, as an individual and  
as sole proprietor of Fish Mill Lodges Water System

BEDSOLE FAMILY TRUST

By: Judy Bedsole Trustee Nov 23, 2011  
Date  
Judy Bedsole, Trustee  
Shawn Bedsole Nov 23, 2011  
Date  
Shawn Bedsole

Chris Bedsole NOV, 23, 2011  
Date  
Cris (Charles) Bedsole

\_\_\_\_\_  
Dennis Varenas Date

\_\_\_\_\_  
Barbara Varenas Date

\_\_\_\_\_  
Don Durland Date

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STATE OF OREGON )  
 ) ss.  
County of Lane )



The foregoing instrument was acknowledged before me this 23 day of November 2011, by Judy Bedsole as an individual and as the sole proprietor of Fish Mill Lodges Water System.

*Laurel Latham*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-9-2015

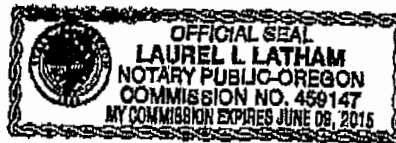
STATE OF OREGON )  
 ) ss.  
County of Lane )



The foregoing instrument was acknowledged before me this 23 day of November 2011, by Judy Bedsole in her capacity as the Trustee of the BEDSOLE FAMILY TRUST.

*Laurel Latham*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-9-15

STATE OF OREGON )  
 ) ss.  
County of Lane )



The foregoing instrument was acknowledged before me this 23 day of November 2011, by Shawn Bedsole.

*Laurel Latham*  
NOTARY PUBLIC FOR OREGON

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My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Lane ) ss.

The foregoing instrument was acknowledged before me this 23rd day of November 2011, by Cris (Charles) Bedsole.



Hella Marja Jones  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/3/2015

STATE OF OREGON )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2011, by Dennis Varenas.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2011, by Barbata Varenas.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

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33.

EFFECTIVE DATE

This Stipulation shall be effective as of the date of the Commission's Order approving this Stipulation.

Judy Bedsole Nov 23, 2011  
Date  
Judy Bedsole, as an individual and  
as sole proprietor of Fish Mill Lodges Water System

BEDSOLE FAMILY TRUST

By: Judy Bedsole Trustee Nov 23, 2011  
Date  
Judy Bedsole, Trustee  
Shawn Bedsole Nov 23, 2011  
Date  
Shawn Bedsole

Cris Bedsole NOV, 23, 2011  
Date  
Cris (Charles) Bedsole

Dennis Vareñas DEC. 10, 2011  
Date  
Dennis Vareñas

Barbara Vareñas Dec 10, 2011  
Date  
Barbara Vareñas

Don Durland \_\_\_\_\_  
Date

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33.

EFFECTIVE DATE

This Stipulation shall be effective as of the date of the Commission's Order approving this Stipulation.

Judy Bedsole, as an individual and Date  
as sole proprietor of Fish Mill Lodges Water System

BEDSOLE FAMILY TRUST


By: Judy Bedsole, Trustee Date

Shawn Bedsole Date

Cris (Charles) Bedsole Date

Dennis Varenas Date

Barbara Varenas Date

  
Don Durland 11-23-11  
Date

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~~Signature of Suzanne Durland~~ 11/23/2011  
 Suzanne Durland Date

\_\_\_\_\_  
 Bonnie Lucas Date

State of Oregon, Public Utility Commission

By: \_\_\_\_\_  
 Jason Jones Date  
 Assistant Attorney General

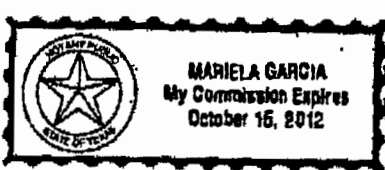
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STATE OF Texas )  
County of Grayson ) ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November 2011, by Don Durland.



Mariela Garcia  
NOTARY PUBLIC FOR OREGON Texas  
My Commission Expires: 10/15/12

STATE OF Texas )  
County of Grayson ) ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November 2011, by Suzanne Durland.



Mariela Garcia  
NOTARY PUBLIC FOR OREGON Texas  
My Commission Expires: 10/15/12

STATE OF OREGON )  
County of Lane ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2011, by Bonnie Lucas.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**RECEIVED**

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

Received Fax : Nov 23 2011 11:09AM Fax Station : BARBARA K. BOWER, P.C.

NOV-23-2011 11:13 AM BONNIELUCAS 541 997 3664 P.02

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Suzanne Durland \_\_\_\_\_ Date \_\_\_\_\_

*Bonnie Lucas*  
Bonnie Lucas \_\_\_\_\_ Date 11-23-11

State of Oregon, Public Utility Commission

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jason Jones  
Assistant Attorney General



Page 32 - UM 1489 STIPULATION  
SB1803

RECEIVED

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

APPENDIX A  
PAGE 21 OF 42

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STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2011, by Don Durland.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November 2011, by Suzanne Durland.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Lane )

The foregoing instrument was acknowledged before me this 23 day of November 2011, by Bonnie Lucas.

*Christine A Wolf*



NOTARY PUBLIC FOR OREGON  
My Commission Expires: May 9, 2013

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APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON





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Suzanne Durland

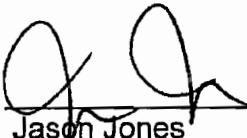
Date

Bonnie Lucas

Date

State of Oregon, Public Utility Commission

By:



Jason Jones  
Assistant Attorney General

11/23/11  
Date

**RECEIVED**

APR 30 2012

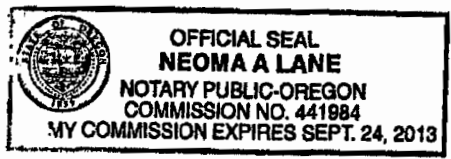
WATER RESOURCES DEPT  
SALEM, OREGON

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STATE OF OREGON )  
 ) ss.  
County of Marion )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of November 2011, by Jason Jones, Assistant Attorney General.

Neoma A Lane  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: Sept. 24, 2013



**RECEIVED**  
APR 30 2012  
WATER RESOURCES DEPT  
SALEM, OREGON

# 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(s): BONNIE LUCAS

Mailing Address: P.O. BOX 87

City: WESTLAKE

State: OREGON

Zip Code: 97493

Daytime Phone: 541-997-3664

## 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 <sub>1</sub>	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-0</u>	<u>700</u>	<u>R1</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>NA</u>
<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-4</u>	<u>3100</u>	<u>R1</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>NA</u>
<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-4</u>	<u>3400</u>	<u>R1</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>NA</u>
<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-4</u>	<u>3401</u>	<u>R1</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>NA</u>

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

Dunes City, Lane County, Oregon

## 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) UNNAMED SPRING

Estimated quantity of water needed: 0.01   
 cubic feet per second   
 gallons per minute   
 acre-feet

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

Briefly describe:

Water will be collected at a spring and piped through an existing pipeline to the residence.

**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.

**RECEIVED**

APR 30 2012

WATER RESOURCES DEPT  
 SALEM, OREGON

# 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): Chapter 155 zoning & development

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

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

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

Name: Fred Hilden Title: Dunes City Recorder

Signature: *Fred Hilden* Phone: 541-997-3338 Date: 4/30/2012

Government Entity: City of Dunes City

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

**RECEIVED**

APR 30 2012

# 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(s): BONNIE LUCAS

Mailing Address: P.O. BOX 87

City: WESTLAKE

State: OREGON

Zip Code: 97493

Daytime Phone: 541-997-3664

## A. Land and Location

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<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-4</u>	<u>2500</u>	<u>R1</u>	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Residential</u>
<u>19S</u>	<u>12W</u>	<u>34</u>	<u>2-4</u>	<u>2501</u>	<u>R1</u>	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Residential</u>
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	_____
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	_____

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Source of water:  Reservoir/Pond     Ground Water     Surface Water (name) UNNAMED SPRING

Estimated quantity of water needed: 0.01  cubic feet per second     gallons per minute     acre-feet

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

Briefly describe:

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See bottom of Page 3. →

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APR 30 2012

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**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): Ordinance 155 Zoning + Development
- 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."**

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		<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
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 Government Entity: City of Dunes City

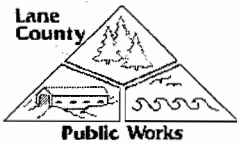
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**Receipt for Request for Land Use Information**

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

RECEIVED

APR 30 2012



# LANE COUNTY RECEIPT

Posting Date: 04/27/2012

RECEIPT NUMBER: R12001263

PLANNING ACTION #: **PA125237**

TYPE: LAND USE COMPATIBILITY  
SITE ADDRESS:  
PARCEL: 19-12-34-20-00701  
APPLICANT: LUCAS BONNIE C

PO BOX 87  
WESTLAKE OR

97493

Type	Method	Description	Amount
Payment	Check	4376	138.00

	Description	Current Pymt
2000	New Technology Fee	10.00
2100	Administrative Fee	15.00
3060	Planning Admin Approvals	100.00
3065	Long Range Planning Surc	13.00

PAID BY: BONNIE LUCAS

**RECEIVED**

APR 30 2012

WATER RESOURCES DEPT  
SALEM, OREGON

S 81803