

# Application for a Permit to Use Ground Water



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

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## Water-Use Permit Application Processing

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### 1. Completeness Determination

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The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 ([www.oregon.gov/owrd/law](http://www.oregon.gov/owrd/law)). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

### 2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

### 3. Public Notice

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

### 4. Proposed Final Order Issued

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

### 5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed, the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

### 6. Final Order Issued

If no protests are filed, the Department issues a Final Order consistent with the PFO. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME Wesley L & Vicki G Mathis		PHONE (HM) (801) 651-1734	
PHONE (WK)	CELL (801) 330-4808		FAX
ADDRESS 533 Jade Park Ln.			
CITY Draper	STATE UT	ZIP 84020	E-MAIL* wesleymathis@gmail.com

### Organization Information

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

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

AGENT / BUSINESS NAME Geoff & Merry Taylor		PHONE (530)515-4144		FAX
ADDRESS 1375 W. Linn Rd.			CELL (530)410-1870	
CITY Eagle Point	STATE OR	ZIP 97524	E-MAIL* gmtaylor1@att.net	

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.)

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### By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

**SALEM, OR**

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

  
Applicant Signature

Wesley Mathis  
Print Name and title if applicable

12-14-15  
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. <u>6-18176</u>	Permit No. _____	Date _____

# Application for a Permit to Use Ground Water



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Salem, Oregon 97301-1266  
(503) 986-0900  
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## SECTION 1. APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME <b>Wesley L &amp; Vicki G Mathis</b>		PHONE (HM) <b>(801) 651-1734</b>	
PHONE (WK)	CELL <b>(801) 330-4808</b>		FAX
ADDRESS <b>533 Jade Park Ln.</b>			
CITY <b>Draper</b>	STATE <b>UT</b>	ZIP <b>84020</b>	E-MAIL* <b>wesleymathis@gmail.com</b>

### Organization Information

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

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

AGENT / BUSINESS NAME <b>Geoff &amp; Merry Taylor</b>		PHONE <b>(530)515-4144</b>		FAX
ADDRESS <b>1375 W. Linn Rd.</b>			CELL <b>(530)410-1870</b>	
CITY <b>Eagle Point</b>	STATE <b>OR</b>	ZIP <b>97524</b>	E-MAIL* <b>gmtaylor1@att.net</b>	

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.)

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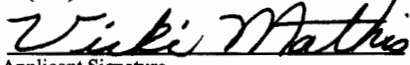
### By my signature below I confirm that I understand:

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- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

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

  
Applicant Signature

**Vicki Mathis**  
Print Name and title if applicable

**12/01/15**  
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. <b>G-10176</b>	Permit No. _____	Date _____

**PIERCEALL Jeffrey D**

---

**From:** Geoff Taylor <gmtaylor1@att.net>  
**Sent:** Monday, December 14, 2015 2:19 PM  
**To:** PIERCEALL Jeffrey D  
**Subject:** Re: Update Groundwater Application Pages

Thank you Jeffrey, yes, we would like to submit these pages for the ones originally sent

Geoff

Sent from my iPhone

On Dec 14, 2015, at 2:08 PM, PIERCEALL Jeffrey D <[Jeffrey.D.Pierceall@wrд.state.or.us](mailto:Jeffrey.D.Pierceall@wrд.state.or.us)> wrote:

Geoff,

Attached is an updated version of the pages we discussed earlier today. If you agree with the information in the pages, please reply to this email stating that you would like to substitute these pages for the ones that were submitted originally.

Also, as a reminder, we will need the second applicants signature.

Jeffrey D. Pierceall Customer Service Group  
Oregon Water Resources Department  
503-986-0801

<Mathis.pdf>

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**SECTION 2: PROPERTY OWNERSHIP**

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

Yes

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

No

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

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

\_\_\_\_\_

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

**SECTION 3: WELL DEVELOPMENT**

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
24606	Little Butte Creek	3600 feet	113 feet
well 2	"	3600 feet	113 feet

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

\_\_\_\_\_

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**SECTION 3: WELL DEVELOPMENT, CONTINUED**

Total maximum rate requested: .2cfs (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
24606	<input type="checkbox"/>	<input checked="" type="checkbox"/>	JACK5671	<input type="checkbox"/>	8"	+2' to 32'	62' to 122'	22'	20' 5/5/15	Fractured Shale	122'	50gpm	57.6
well 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NA	<input type="checkbox"/>	8"	+2' to 32'	62' to 122'	22'	NA	Fractured Shale	+122'	50gpm	57.6
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

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\* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.  
 \*\* A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.  
 \*\*\* Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

**SECTION 4: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Nursery Operations	year round	57.6

**Exempt Uses:** Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

**For irrigation use only:**

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: 23.06 Acres                      Supplemental:        Acres

List the Permit or Certificate number of the underlying primary water right(s):       

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 57.6

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

**SECTION 5: WATER MANAGEMENT**

**A. Diversion and Conveyance**

What equipment will you use to pump water from your well(s)?

- Pump (give horsepower and type): 1hp single phase, submersable
- Other means (describe):

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

**B. Application Method**

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

**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 aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.  
See Attachment

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

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

Reservoir name:        Acreage inundated by reservoir:       

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**SECTION 4: WATER USE**

*Superseded*

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Nursery purposes	year around	21/2ac-ft per ac.
		20 cfs= .2gpm 89gal/min

**Exempt Uses:** Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

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

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

**SECTION 5: WATER MANAGEMENT**

**A. Diversion and Conveyance**

What equipment will you use to pump water from your well(s)?

Pump (give horsepower and type): 1hp single phase, submersible

Other means (describe): \_\_\_\_\_

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water: \_\_\_\_\_ **See attachment**

**B. Application Method**

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

\_\_\_\_\_ **See attachment**

**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 aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.

\_\_\_\_\_ **See attachment**

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

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

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

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*Superseded*

-ft/ac.

(each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table

**For each source to be evaluated or the application will be returned.** If this is an existing well, the information may be a well log is available, please submit it in addition to completing the table. If this is a proposed well, or well-modification, well driller, geologist, or certified water right examiner to obtain the necessary information.

FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
						SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
<input type="checkbox"/>	8"	+2-32ft	122ft to 62 ft	22ft	20ft 5/5/15	clay, sandstone, shale	122ft	40 gpm	57.6
<input type="checkbox"/>						clay, sandstone, shale	122ft	40 gpm	
<input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									
<input type="checkbox"/>									

Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for Well ID is intended to serve as a unique identification number for each well.  
 provided by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.  
 information, gravel and sand, alluvium, basalt, bedrock, etc.

1/2012

Ground Water/5

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G-10176

Superceded

**SECTION 2: PROPERTY OWNERSHIP**

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

Yes

There are no encumbrances.

This land is encumbered by easements, rights of way, roads or other encumbrances.

No

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).

Water is to be diverted, conveyed, and/or used only on federal lands.

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

None

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

**SECTION 3: WELL DEVELOPMENT**

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
24606	Little Butte Creek	3600 feet	well- 1349ft. LBC- 1236ft

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

See attachment item #1

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

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

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

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

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

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

USE OF STORED GROUND WATER	PERIOD OF USE

**SECTION 8: PROJECT SCHEDULE**

Date construction will begin: ASAP

Date construction will be completed: ASAP

Date beneficial water use will begin: ASAP

**SECTION 9: 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 Eagle Point Irrigation District	Address 2429 Brophy Rd.	
City Eagle Point	State OR	Zip 97524

**SECTION 10: REMARKS**

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

\_\_\_\_\_ See Attachment

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# Land Use Information Form



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

## NOTE TO APPLICANTS

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

**This form is NOT required if:**

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

## NOTE TO LOCAL GOVERNMENTS

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

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# Land Use Information Form



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

Applicant: \_\_\_\_\_

First Vicki Mathis Last \_\_\_\_\_

Mailing Address: \_\_\_\_\_

1375 W. Linn Rd  
Eagle Point, OR 97524

City

State

Zip

Daytime Phone: 530-515-4144

(Geoff Taylor - Agent)

## A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>36S</u>	<u>1W</u>	<u>5</u>		<u>204</u>	<u>EFU</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>NURSERY</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	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

JACKSON

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## B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 57.6     cubic feet per second     gallons per minute     acre-feet

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

Briefly describe:

applying for commercial nursery ground water rights.

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

See bottom of Page 3. →

## For Local Government Use Only

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

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

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

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input checked="" type="checkbox"/> Not Being Pursued
Type 2 Commercial site plan Review	Ch. 4.2-1 #28	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input checked="" 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.

On EFU zoning properties, a Landscape business in conjunction with growing/marketing of nursery stock on the land that constitutes farm use - allowable.

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Name: Youngsook Kim Title: planner

Signature: [Signature] Phone: 541-774-6946 Date: 11/19/2015 SALEM, OR

Government Entity: Jackson County

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

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_

City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**WATER WELL REPORT**  
STATE OF OREGON

**RECEIVED**

JUL 1 1981

WATER RESOURCES DEPT  
SALEM, OREGON

State Well No. 36/1W-5  
14/5-36 aa

State Permit No. WWM 2-10-82 KR4 36s/1w-5 NENE

**(1) OWNER:**

Name MIKE HUWT  
Address 135 Fern Valley Rd. #57  
City Medford, OR State OR

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

New Well  Deepening  Reconditioning  Abandon

If abandonment, describe material and procedure in Item 12.

**(3) TYPE OF WELL:**

Rotary Air  Driven  Domestic  Industrial  Municipal   
Rotary Mud  Dug  Irrigation  Test Well  Other   
Cable  Bored  Thermal: Withdrawal  Reinjection

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

**CASING INSTALLED:** Steel  Plastic   
Threaded  Welded

8" Diam. from +2 ft. to 32 ft. Gauge 259  
" Diam. from ..... ft. to ..... ft. Gauge .....

**LINER INSTALLED:**

" Diam. from -6 ft. to 122 ft. Gauge 250

**(6) PERFORATIONS:**

Perforated?  Yes  No  
Type of perforator used SKILL SAW  
Size of perforations 4 in. by 1/8 in.  
285 perforations from 122 ft. to 62 ft.  
perforations from ..... ft. to ..... ft.  
perforations from ..... ft. to ..... ft.

**(7) SCREENS:**

Well screen installed?  Yes  No  
Manufacturer's Name .....  
Type ..... Model No. ....  
Diam. .... Slot Size ..... Set from ..... ft. to ..... ft.  
Diam. .... Slot Size ..... Set from ..... ft. to ..... ft.

**(8) WELL TESTS:**

Drawdown is amount water level is lowered below static level  
Was a pump test made?  Yes  No If yes, by whom?  
Field: gal/min. with ..... ft. drawdown after ..... hrs.  
Air test 50 gal/min. with drill stem at 121 ft. 3 1/2 hrs.  
Baller test gal/min. with ..... ft. drawdown after ..... hrs.  
Artesian flow g.p.m.  
Temperature of water 57 Depth artesian flow encountered ..... ft.

**(9) CONSTRUCTION:**

Special standards: Yes  No   
Well seal—Material used CEMENT  
Well sealed from land surface to ..... ft.  
Diameter of well bore to bottom of seal 12 in.  
Diameter of well bore below seal 8 in.  
Number of sacks of cement used in well seal 9 sacks  
How was cement grout placed? PRESSURE GROUT  
Was pump installed? ..... Type ..... HP ..... Depth ..... ft.  
Was a drive shoe used?  Yes  No Plugs ..... Size: location ..... ft.  
Did any strata contain unusable water?  Yes  No  
Type of Water? ..... depth of strata .....  
Method of sealing strata off .....  
Was well gravel packed?  Yes  No Size of gravel: .....  
Gravel placed from ..... ft. to ..... ft.

**(10) LOCATION OF WELL:**

County JACKSON Driller's well number 81-28  
1/4 Section 36 T. 1W R. 5 W.M.  
Tax Lot # 200-1 Lot ..... Blk ..... Subdivision .....  
Address at well location: LYNU Rd Eagle Point

**(11) WATER LEVEL: Completed well.**

Depth at which water was first found 62 ft.  
Static level 19 ft. below land surface. Date 6-23-81  
Artesian pressure ..... lbs. per square inch. Date .....

**(12) WELL LOG:**

Diameter of well below casing 8"  
Depth drilled 122 ft. Depth of completed well 122 ft.  
Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
clay	Brown	0	8
sandstone	Brown	8	25
claystone	Blue	25	52
shale rock	Blue	52	62
shale rock, frac-tured, blue and grey		62	91
shale rock		91	114
shale rock, frac-tured, blue and grey		114	122

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Work started 6-19 19 81 Completed 6-23 19 81  
Date well drilling machine moved off of well 6-23 19 81

**Drilling Machine Operator's Certification:**

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.  
[Signed] John Studelake Date 6-23-81  
(Drilling Machine Operator)  
Drilling Machine Operator's License No. 1008

**Water Well Contractor's Certification:**

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.  
Name STUDEBAKER WELL DRILL  
(Person, firm or corporation) (Type or print)  
Address 4876 Hwy 66 Ashland  
[Signed] John Studelake  
(Water Well Contractor)  
Contractor's License No. 679 Date 6-23 19 81

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

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

SP\*12658-690

G-18(76)

Test Type: 4 HOUR FLOW Meter No.: 27066124 Job No. 98-6001

**Hydro-Flow Inc.**

P.O. BOX 3849 • CENTRAL POINT, OREGON 97502 • (541) 772-4453 FAX (541) 773-3481  
CCB #110565 LCB #6779

**FLOW TEST REPORT**

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Sec  
 36-10-5-204  
 100 R

Prepared for: HUGH AND SHARON GODING DEC 11 2015

Address: \_\_\_\_\_  
 Test Site: 1375 LINN RD. EAGLE POINT, OR 97524 SALEM, OR

Technician: SHAWN CHERRY Date: 4-15-98 Time: 9:55 am

Pump Type: SUBMERSIBLE HP: 1 Pump Depth: 110'

Inside Diameter of Well: 8" Well Depth: UNKNOWN Static Level: 13' 4"

Drawdown Level: 110' Total Drawdown: 96' 8"

Recovery Level: 63' 8" Total Recovery: 46' 4" within: 30 Min/Hr

Total Gallons Flowed: 5,901.6 Average GPM: 24.6

Comments: WATER LEVEL AT 9:55am; 14'. WATER LEVEL AT 10:10am; 13' 8".  
WATER LEVEL REACHED THE PUMP INTAKE AT 1:55 pm.

TIME	WATER LEVEL	METER READING	GAL/15 MIN.	GPM
10:25 am	13' 4"	0442148.8		
10:40	47' 5"	0442569.8	421.0	28.1
10:55	66' 10"	0442973.5	403.7	26.9
11:10	72' 7"	0443360.1	386.6	25.8
11:25	74' 3"	0443743.8	383.7	25.6
11:40	74' 3"	0444126.0	382.2	25.5
11:55	74' 3"	0444510.5	384.5	25.6
12:10	74' 3"	0444894.0	383.5	25.6
12:25	74' 3"	0445283.8	389.8	26.0
12:40	74' 3"	0445666.3	382.5	25.5
12:55	75' 4"	0446048.7	382.4	25.5
1:10	80' 7"	0446423.2	374.5	25.0
1:25	87' 8"	0446794.9	371.7	24.8
1:40	99' 2"	0447138.0	343.1	22.9
1:55	110'	0447446.1	308.1	20.5
2:10	110'	0447754.5	308.4	20.6
2:25	110'	0448050.4	295.9	19.7
2:55	63' 8"			

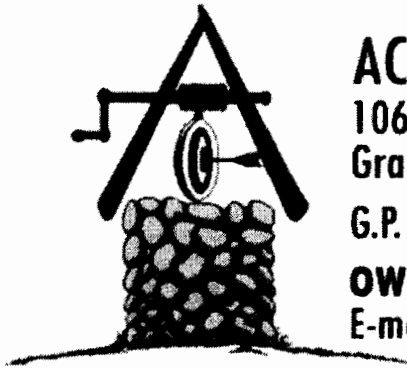
County  
 1  
 Well Log  
 Well tag  
 is it  
 recorded.  
 Well log  
 on system

I certify that the above report is a true and accurate statement of the results of the flow test of the well at 1371 LINN RD. EAGLE POINT, OR 97524

conducted on 15 APRIL, 1998.  
 \_\_\_\_\_  
 Hydro-Flow  
 Authorized Signature

G-19170 2006 Repaired a Riser / Air tanks





# ACCURATE WELL TESTING

106 NE F St. #357  
Grants Pass, OR 97526

G.P. 541-479-7272 - MED. 541-772-9878

**OWNER: EON FRIESEN**

E-mail: [eon@accuratewell.com](mailto:eon@accuratewell.com)

## WELL FLOW REPORT

CCB#204240 LIC#CPI115

TEST ORDERED BY

DATE

5/5/15

ALICE LEMA  
JOHN L. SCOTT REAL ESTATE  
871 MEDFORD CENTER  
MEDFORD, OR. 97504  
541-301-7980  
[alicelema@johnlscott.com](mailto:alicelema@johnlscott.com)

AVERAGE G.P.M. 16.7  
TOTAL GALLONS FLOWED 3998  
G.P.M. AT END OF TEST 12.2  
WELL DEPTH 92'+  
STATIC WATER LEVEL 20'  
TOTAL DRAWDOWN 72'+

TEST LOCATION

1375 W. LINN

UNABLE TO GET SOUNDER PAST 92' FOR WATER DEPTH

TIME	G.P.M.	WATER LEVEL	TIME	G.P.M.	WATER LEVEL
0:00	0.0	20'			
0:15	20.2	66'	2:15	17.1	83'
0:30	19.4	75'	2:30	16.3	89'
0:45	19.4	76'	2:45	16.1	92'
1:00	19.3	76'	3:00	14.2	?
1:15	19.3	77'	3:15	13.1	?
1:30	19.3	78'	3:30	12.5	?
1:45	18.4	80'	3:45	12.2	?
2:00	18.4	82'	4:00	12.2	?

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153.7

113.7

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# ACCURATE WELL TESTING & REPAIR

Mailing Address: P.O. Box 91, Murphy, Oregon 97533

Phones: Medford, 772-9878 • Grants Pass, 479-7272

Owner: Steve King

PUMP CONTRACTOR LICENSE NO. 459 CPI

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APR - 3 1998  
WATER RESOURCES DEPT.  
SALEM, OREGON

DATE 8-16-94

NO ONE BEATS OUR SERVICE

TEST ORDERED

FLOW, DRAW DOWN \$ 98.00

BACTERIOLOGY ONLY \$ 30.00

NITRATE \$ 30.00

CHLORINATE \$

EXTRA Escrow \$ 10.00

PAID \$ TOTAL 168.00

COMPLETE RESULTS

AVERAGE GPM 20

TOTAL GALLONS FLOWED 4800

STATIC LEVEL AT START

TOTAL DRAWDOWN

TOTAL RECOVERY \_\_\_\_\_ WITHIN MIN. \_\_\_\_\_

WELL YIELD IN GPM AFTER 4 HRS. 20

TEST ORDERED BY: Brenda Woodrich

REALTY: Vaughan E.R.A. Real Estate BUS: 779 6187

ADDRESS: 8210 Crater Lake Ave. Med, Or. 97501 HOME:

REALTY: \_\_\_\_\_ BUS:

ADDRESS: \_\_\_\_\_ HOME:

OWNER: \_\_\_\_\_ BUS:

ADDRESS: \_\_\_\_\_ HOME:

BUYER: \_\_\_\_\_ BUS:

ADDRESS: \_\_\_\_\_ HOME:

WELL LOCATION: 1275 Linn Rd Eagle Point, Or. 97524

WATER SOURCE: WELL  SPRING  HAND DUG  DATE WELL DRILLED \_\_\_\_\_

WELL DIA. 10" BAIL TEST \_\_\_\_\_ DEPTH \_\_\_\_\_ GALS. NEEDED \_\_\_\_\_ PUMPING LEVEL \_\_\_\_\_

EQUIPMENT USED FOR TEST: JET PUMP  H.P. \_\_\_\_\_ SUB-PUMP  H.P. 1 WATER METER  SOUNDER  Yes

METER START 1770 METER STOP \_\_\_\_\_ ESTIMATED GALS. PER MIN. NEXT 4 HOURS 20

WELL RECOVERED TO \_\_\_\_\_ FT. IN \_\_\_\_\_ MIN. WELL HOUSE  Yes HAS CEMENT SLAB  Yes

DISTANCE CASING ABOVE GROUND 2' SCREENED RETURN BEND AIR VENT INSTALLED  NO WELL IS OVER 100 FT. FROM DRAIN FIELD  WELL LOCATED APPROX. 500' S.W. From Home

PRESSURE TANK  Yes BLADDER  Yes GALS. 80 Each PRESSURE RELIEF VALVE  Yes

LOW PRESSURE CUTOFF SWITCH  Yes AUTOMATIC AIR TO PRESSURE TANK  NO ELECTRIC WIRING IN CONDUIT  Yes WATER PIPE INSULATED  Yes WELL HOUSE INSULATED  Yes STORAGE TANK  NO

GALS. \_\_\_\_\_ DOES SYSTEM APPEAR IN GOOD CONDITION  Yes COMMENTS: \_\_\_\_\_

FLows IN GALS. PER MIN.	DRAw DOWN IN FT.	FLows IN GALS. PER MIN.	DRAw DOWN IN FT.
0:00			
0:15 <u>20</u>		2:15 <u>20</u>	
0:30 <u>20</u>		2:30 <u>20</u>	
0:45 <u>20</u>		2:45 <u>20</u>	
1:00 <u>20</u>		3:00 <u>20</u>	
1:15 <u>20</u>		3:15 <u>20</u>	
1:30 <u>20</u>		3:30 <u>20</u>	
1:45 <u>20</u>		3:45 <u>20</u>	
2:00 <u>20</u>		4:00 <u>20</u>	

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ANY COLOR NO ODOR NO CLEAR OR CLOUDY Clear ANY TASTE NO

IF BACTERIA OR CHEMICAL TEST SAMPLE WAS TAKEN LABORATORY WILL MAIL COPY  
LAB PHONE, GRANTS PASS 476-0733 (MEL). NEILSON RESEARCH 770-5678

ACCURATE WELL FLOW & PURITY TESTING guarantees the accuracy of this test on the date the test was conducted only and no way implies that the well flow or water quality would be the same on any future date, or that the flow would be the same for a longer period of pumping. There are too many factors that could alter the flow and the quality of the water.

Following is a list of conditions that could affect your well:

1. A neighboring well being pumped for a long period of time thereby lowering the water table in the area.
2. A new well being drilled to a deeper depth in the same area.
3. A well sanding in, thereby cutting off the flow.
4. A well may vary at different times of the year, especially in mountainous areas.
5. The water quantity and quality may change due to rains, irrigation, and surface water entering the well, etc. (There are also many other factors too numerous to list. Lending institutions accept a flow test only for 6 months after the test was made. As a general rule, nine out of ten flow tests remain the same and only vary in an exceptionally dry or wet year.)

I have read the WELL FLOW TEST REPORT and understand it.

Thank You

BUYER: \_\_\_\_\_

SELLER: Hansel H. Hunt by Betty B. Hunt

REAL ESTATE AGENT: \_\_\_\_\_

DATE: 8-22-94

CONDUCTED BY: Gay Manna 8-16-94

**JACK 52166**  
**WELL IDENTIFICATION FORM**

Owner's Well Number: \_\_\_\_\_

CURRENT WELL OWNER:

Phone 541-826-1430

Name: JERRY & TERRI LONG

Mailing Address: 1375 W LINN RD.

City: EAGLE PT State: OR Zip: 97524

WELL LOCATION:

"JACK 52166"

County: JACKSON Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

Township: 36 N or S, Range: 1W E or W Section: 05 1/4 1/4

Tax Lot Number: 204

Street Address of Well (if different from above): \_\_\_\_\_

*If a well report is available for this well, please attach a copy of it to this form and return. It is not necessary for you to complete the remainder of the form if the well report is attached. If a well report is not available, please complete the remainder of the form to the best of your ability.*

WELL INFORMATION:

Start Card Number: \_\_\_\_\_ Approx. Construction Date: \_\_\_\_\_

Well Constructor: \_\_\_\_\_

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Name of Owner at Time of Construction: \_\_\_\_\_

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Well Depth (in feet): \_\_\_\_\_ Static Water Level (in feet): \_\_\_\_\_

SALEM, OR

Diameter of Exposed Well Casing (in inches): \_\_\_\_\_

Does this well have a formal water right associated with it? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes:

Application #: \_\_\_\_\_ Permit #: \_\_\_\_\_ Certificate #: \_\_\_\_\_

Please Return Completed Form to:

Oregon Water Resources Department  
158 12th Street NE  
Salem, OR 97310

(Office use only)

Well Identification Number: 24606

WATER RESOURCES DEPT.  
SALEM, OREGON

APR - 3 1998

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**Item 1:** Information for existing well or proposed well.

It appears that Jack# 5671 is the same well as Jack #52166. Although it is unclear as to how it received two separate Jack numbers. The first Jack number was recorded prior to the parcels being split.

There are no previous alterations or repairs that I am aware of.

The proposed well is for future expansion within a 3-5 year plan.

**Section 5:**

- A) Pumped from the well, an underground mainline to the proposed nursery location. At nursery surface location the ability to fill holding tank and/or regulate irrigation devices.
- B) Drip irrigation and hand watering techniques using proper irrigation.
- C) Using drip irrigation and small holding tanks will allow the proper amount of water needed with no runoff. Mulch and vegetation around the nursery will also help. Float valves on holding tanks could be implemented to prevent over filling.

A totalizing flow meter will be installed to collect data and fill requirements in detail concerning the amount of water diverted.

There is no plan to damage aquatic life or riparian habitat, discharge contaminated water or create adverse impacts of public uses of surface water.

**Section 10**

I am unsure as to go about obtaining just one Jack number for the well? Talking with Travis Kelly the local Water Master here in Jackson County I did not ask if this process will clear that up.

I have attached any information I have located thru this process in an attempt to provide you with the needed documentation. If I have left anything out that would be helpful please let me know.

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One last note: I was extremely pleased with the effort and knowledge of Travis Kelly and his staff. They not only represent themselves well but The Oregon Water Resource department as well!

Thank you,

Geoff Taylor

(530) 515-4144 (cell)

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1501 E McAndrews Rd., Medford, OR 97504 (541) 779-7660 FAX (541) 779-3506

---

July 8, 2015

Wesley L. Mathis and Vicki G. Mathis  
533 Jade Park Lane  
Draper, UT 84020

File No.: 53890AM

We enclose herewith the following:

Policy of Title Insurance

Thank you for doing business with us. We hope to be of service to you again.

Sincerely,  
AmeriTitle

Susan Moore

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G-19176

**OWNER'S POLICY OF TITLE INSURANCE**  
Issued by

**STEWART TITLE GUARANTY COMPANY**

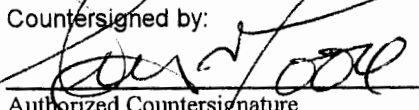
Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

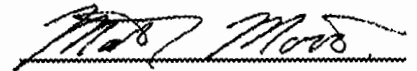
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured be reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

  
Authorized Countersignature  
AmerTitle, Inc.  
1501 E McAndrews Rd.  
Medford, OR 97504

**stewart**  
title guaranty company



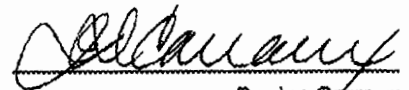
**Matt Morris**  
President and CEO

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DEC 11 2015

SALEM, OR





**Denise Carraux**  
Secretary

Policy Number **O-7430-36827**

File No.: 53890AM

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>



### COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

### EXCLUSIONS FROM COVERAGE

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

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

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

Policy Number **O-7430-36827**

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If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our Word-Wide Web site at <http://www.stewart.com>

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CONDITIONS (Continued)

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual Knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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SALEM, OR

Policy Number **O-7430-36827**

File No.: 53890AM

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our Word-Wide Web site at <http://www.stewart.com>

**CONDITIONS (Continued)**

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

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

**8. DETERMINATION AND EXTENT OF LIABILITY**

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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

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

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

**11. LIABILITY NONCUMULATIVE**

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

**12. PAYMENT OF LOSS**

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

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Policy Number **O-7430-36827**

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File No.: 53890AM

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**CONDITIONS (Continued)**

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

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

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

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

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

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

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

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

**17. CHOICE OF LAW; FORUM**

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

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

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

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

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SALEM, OR

Policy Number **O-7430-36827**

File No.: 53890AM

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	or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.

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SALEM, OR

Policy Number **O-7430-36827**

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G-19176

**In Response to The Gramm - Leach - Bliley Act Effective 7/1/2001**

**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

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

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**Types of Information**

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

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

**Use of Information**

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

**Former Customers**

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

**Confidentiality and Security**

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

**STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies**

Attachment for Oregon

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Oregon afford you the right to access your personal information and, under certain circumstances, to find out to whom your personal information had been disclosed, and also affords you the right to request correction amendment or deletion of personal information and to opt out of disclosure to nonaffiliated third parties and to request a more expansive notice. We reserve the right, if permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests. All requests must be made in writing to the following address: Privacy Officer, Stewart Title Guaranty Company, P.O. Box 2570, Tualatin, OR 97062-2570.

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**Policy Number O-7430-36827**

**SALEM, OR**

File No.: 53890AM

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6-19-76

Order No.: **53890AM**  
Policy No.: O-7430-36827

**SCHEDULE A**

Address Reference: **1375 W Linn Road, Eagle Point, OR 97524**

Amount of Insurance: **\$260,000.00**  
Premium: **\$850.00**  
Date of Policy: **June 26, 2015 9:39AM**

1. Name of Insured:

**Wesley L. Mathis and Vicki G. Mathis**

2. The estate or interest in the Land that is insured by this policy is:

**FEE SIMPLE**

3. Title is vested in:

**Wesley L. Mathis and Vicki G. Mathis**

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

**That portion of the East Half of the Southeast Quarter of the Northeast Quarter and that portion of the East Half of the West Half of the Southeast Quarter of the Northeast Quarter, all in Section 5, Township 36 South, Range 1 West, Willamette Meridian, Jackson County, Oregon, lying Southerly of the South line of Linn Road.**

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SALEM, OR

Order No.: 53890AM  
Policy No.: O-7430-36827

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

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

**GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Potential additional tax liability, due to the removal of the herein described land from special use assessment. Code No. 9-03 Account No. 1-063856-1 / 3-010530-7 Map No. 361W05 204 Amount: \$4,435.15

The additional tax will not be levied unless the actual use of the land is changed.

7. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Eagle Point Irrigation District.  
(No delinquent assessments as of the date of this policy)
8. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Power & Light Company, a Maine Corporation  
Recorded: May 3, 1965  
Book: 586, Page: 246
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Power & Light Company, a corporation  
Recorded: May 12, 1982  
Instrument No.: 82-06792

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Order No.: **53890AM**  
Policy No.: O-7430-36827

11. Effect, if any, of a Easement,  
From: Loyd V. Arnold and Juanita B. Arnold  
To: Eagle Point Irrigation District, a municipal corporation of the State of Oregon  
Recorded: June 16, 1989  
Instrument No.: 89-05252  
(The Grantors had no interest in the subject property, having previously conveyed it in 1980)
12. Restrictive Covenant, including the terms and provisions thereof,  
Recorded: August 29, 1990  
Instrument No.: 90-21841

**END OF EXCEPTIONS**

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SALEM, OR

Today's Date: Thursday, November 19, 2015

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,150.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	19	\$300.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	2	\$300.00
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$450.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<input type="button" value="Recalculate"/>	
Estimated cost of Permit Application		\$2,200.00

OWRD Fee Schedule

Fee Calculator Version B20130709

618176