

Application for a Permit to Use Ground Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME JERRY BOISVERT		PHONE (HM) 503-861-3204	
PHONE (WK) 503-861-3703	CELL 503-298-7987	FAX 503-861-2202	
ADDRESS 1675 S.W. 14th STREET			
CITY WARRENTON	STATE OR	ZIP 97146	E-MAIL* JBOISVERT@PACSEAFood.COM

Organization Information

NAME LOWER COLUMBIA YOUTH SOCCER ASSOC.		PHONE N/A	FAX N/A
ADDRESS PO. Box 457		CELL N/A	
CITY WARRENTON	STATE OR	ZIP 97146	E-MAIL*

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

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

Note: Attach multiple copies as needed

* By 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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- 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.

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

Jerry Boisvert
Applicant Signature

JERRY BOISVERT
Print Name and title if applicable

2/02/2016
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. G-10254	Permit No. _____	Date _____

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. AREA (A) ON MAP
- ☒ I do not currently have written authorization or easement permitting access. AREAS (B) (C) (D) ON MAP
- ☐ 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).

CITY OF WARRENTON
225 S. MAIN AVE.
PO BOX 250
WARRENTON OR 97146

CLATSOP COUNTY
800 EXCHANGE ST.
SUITE 310
ASTORIA, OR 97103

* AREAS: (C) (D) *

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
L64142	CRAB APPLE LAKE	300'	15' to 20'

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).

OUR WELL HAS NOT BEEN ALTERED. IT HAS NOT REQUIRED REPAIRS.
NO CHANGES TO OUR WELL ARE EXPECTED.

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 80 GPM (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**	CASSING DIA	CASSING DIAMETER	CASSING 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)
L64142	☐	☒	L64142	☐	6"	20'	110'-130'	↓	23' 9/9/2015	SAND	135'	80	10
	☐	☐		☐				0-12'	BENTONITE				
	☐	☐		☐				12'-75'	CEMENT				
	☐	☐		☐				75'-135'	1-C SAND				
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									

* 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.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
IRRIGATION	MAY THRU SEPTEMBER	12.3

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: 12 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): 10 HP SUBMERSIBLE

☐ Other means (describe):

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. ALL WATER CONVEYED THRU 3" PVC PIPES OR SMALLER.

B. Application Method

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

HIGH PRESSURE SPRINKLERS

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. MY CALCULATIONS ARE LISTED ON AN ATTACHED REPORT CALLED "LCVSA WELL WATER USAGE BY YEAR."

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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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: NO NEW CONSTRUCTION IS PLANNED AT THIS TIME.

Date construction will be completed: _____

Date beneficial water use will begin: MAY 1, 2016 (AREA A)

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SECTION 9: WITHIN A DISTRICT

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☐ 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	Address	
City	State	Zip

SECTION 10: REMARKS

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

LCYSA IN CONJUNCTION WITH THE CITY OF WARRENTON, AND CLATSOP COUNTY COULD EXPAND ON UP TO 8.4 ACRES IN THE FUTURE; (AREAS B C D ON THE MAP). NOT ALL OF THAT POTENTIAL GROWTH AREA WOULD BE IRRIGATED. THESE FUTURE PLANS HAVE NOT BEEN FORMALIZED AND ARE IN THE DISCUSSION STAGES.

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: JERRY First BOISVERT Last

Mailing Address: 1675 S.W. 14th St.

WARRENTON City OR State 97146 Zip

Daytime Phone: 503-861-3703 office
503-298-7987 cell
503-861-3204 home

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.

SEE
MAP

	Township	Range	Section	1/4 1/4	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
A	8	10	20	00	03500	OSI	☐ Diverted	☐ Conveyed	☒ Used	PARKS
B	8	10	20	00	07100	R10	☐ Diverted	☐ Conveyed	☒ Used	PARKS
C	8	10	20	00	0714	OSI	☐ Diverted	☐ Conveyed	☒ Used	PARKS
							☐ Diverted	☐ Conveyed	☐ Used	

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

CLATSOP COUNTY
CITY OF WARRENTON

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: 80 ☐ 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:

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.

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See bottom of Page 3. →

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Revised 2/1/2012

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Ground Water/10

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For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): WMC 16.52.020 D
- ☐ 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:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued

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

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Name: Skip Worling Title: CDI
Signature: [Signature] Phone: 503 861 0520 Date: 10/23/15
Government Entity: City of Warrenton

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: _____

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6-18-254

LCYSA Well water usage by year

Year end	Meter	Gallons used	Comment
2004	1,328,000	1,328,000	Field 2 and 3 used well water only at end of the year.
Three fields watered all season during the next seven years:			
2005	4,960,000	3,632,000	
2006	9,380,000	4,420,000	
2007	12,873,000	3,493,000	
2008	15,666,000	2,793,000	System down 1 week, used city water.
2009	18,923,000	3,257,000	
2010	20,801,000	1,878,000	Wet and cold year.
2011	23,276,000	2,475,000	
<i>Sub total:</i>		<u>21,948,000</u>	<i>Average usage per year 3,135,428 gallons on approximately 9 acres.</i>
Four fields watered during these next four years:			
2012	28,235,000	4,959,000	Field 4 build, seeded in May
2013	32,751,000	4,516,000	
2014	37,465,000	4,714,000	Very dry year
2015	44,137,000	6,672,000	Very dry year, started watering a month early.
<i>Sub total:</i>		<u>20,861,000</u>	<i>Average usage per year 5,215,250 gallons on approximately 12 acres.</i>
2016			
2017			
2018			

This new permit will request:			
	Water for Area A		3.6 acres
	Water for potential growth areas B, C, D		8.4 acres
	Total:	<u>12</u>	acres
History			
2005-2011	First 7 years:	3,135,428 gallons to water approximately 9 acres.	
		Had it been 21 acres 7,315,999 gallons would have been required. An increase of 4,180,571 gallons.	
2012-2015	Next 4 years:	5,215,250 gallons to water approximately 12 acres.	
		Had it been 21 acres 9126,688 gallons would have been required. An increase of 3,911,438 gallons.	
LCYSA needs approximately 4,000,000 more gallons of water based on the last 11 years..			
	4,000,000 gallons divided by 325,851 gallons per acre foot = 12.3 acre feet		

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

WELL I.D. # L 64142
 START CARD # 156212

Instructions for completing this report are on the last page of this form.

(1) **LAND OWNER** Well Number _____
 Name CITY OF WARRENTON
 Address P.O. BOX 250
 City WARRENTON, State OR Zip 97146

(2) **TYPE OF WORK**
☒ New Well ☐ Deepening ☐ Alteration (repair/recondition) ☐ Abandonment

(3) **DRILL METHOD:**
☐ Rotary Air ☒ Rotary Mud ☐ Cable ☐ Auger
☐ Other _____

(4) **PROPOSED USE:**
☐ Domestic ☐ Community ☐ Industrial ☒ Irrigation
☐ Thermal ☐ Injection ☐ Livestock ☐ Other _____

(5) **BORE HOLE CONSTRUCTION:**
 Special Construction approval ☐ Yes ☒ No Depth of Completed Well 135 ft.
 Explosives used ☐ Yes ☒ No Type _____ Amount _____

HOLE			SEAL			Sacks or pounds
Diameter	From	To	Material	From	To	
10"	0	135	Bentonite	0	12	12 SKS
			Cement	12	75	15 SKS

How was seal placed: Method ☐ A ☐ B ☒ C ☐ D ☐ E
☒ Other Poured slowly into annular

Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from 75 ft. to 135 ft. Size of gravel 1-C Sand

(6) **CASING/LINER:**

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing:							
6"	+1	110	.250	☒	☐	☒	☐
6"	130	135	.250	☒	☐	☒	☐
Liner:							

Drive Shoe used ☐ Inside ☐ Outside ☒ None
 Final location of shoe(s) _____

(7) **PERFORATIONS/SCREENS:**
☐ Perforations Method _____
☒ Screens Type Wound wire Material Stainless Steel

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
110	130	.020		6"	Pipe	☒	☐

(8) **WELL TESTS: Minimum testing time is 1 hour**

Yield gal/min	Bailer	Drawdown	Air	Drill stem at	Flowing	Artesian	Time
80			☒	85		☐	1 hr.
65				75			"
45				55			"

Temperature of water 54°F Depth Artesian Flow Found _____
 Was a water analysis done? ☒ Yes By whom A.M.J.
 Did any strata contain water not suitable for intended use? ☐ Too little
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other _____
 Depth of strata: _____

(9) **LOCATION OF WELL by legal description:**
 County Clatsop Latitude _____ Longitude _____
 Township 8N N or S Range 10W E or W. WM.
 Section 20 NW 1/4 SE 1/4
 Tax Lot 7100 Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) Lower Columbia Youth Soccer Assoc. Ridge Rd., Fort Stevens, WA

(10) **STATIC WATER LEVEL:**
20' ft. below land surface. Date 6-20-03
 Artesian pressure _____ lb. per square inch Date _____

(11) **WATER BEARING ZONES:**
 Depth at which water was first found 110'

From	To	Estimated Flow Rate	SWL
110	130	85	20

(12) **WELL LOG:**
 Ground Elevation _____

Material	From	To	SWL
Gravel	0	1	
Fine brn sand w/occ gravel.	1	54	
Fine gry sand	54	69	
Gry muddy silts w/wood	69	85	
Fine gry sand w/occ coarse sand.	85	131	20'
Gry muddy silty sand	131	135	

Date started 6-17-03 Completed 6-20-03

(unbonded) Water Well Constructor Certification:
 I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
 Signed Mike Bigsby WWC Number 1492 Date 6/25/03

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
 Signed [Signature] WWC Number 1266 Date 6/25/03

G-18254

Enter Pump Card



Find Record

Company Name	Contact First Name	Contact Last Name
LOWER COLUMBIA YOUTH S		
Address		
10 SIXTH ST.		
Billing Address (if different)		
City	State	Postal Code
ASTORIA		
Home Phone	Mobile Phone	Fax Number
Workorder	Invoice	Installation Date
		8/30/2003
Employee Name	Employee Name 2	PumpBrand
BRAD		
PumpModelNumber	TypeOfPump	Warranty
6" 10 STAGE		
GPM	HP	Motor Voltage
	10	
Motor Phase	Pump Serial #	Motor Serial #
Pump Date Code	Motor Date Code	Pipe Size
		3
Pump Set	Wire Size	Tank Information
105		
Pitless Or Wellseal	Date Well Drilled	Well Driller
Well Casing Liner Size	WellDepth	StaticWaterLevel
Notes		

WellPerforationDepth

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OCT 30 2015

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300A 287 PAGE 484

DEED

WHEREAS, on the 3rd day of October, 1956
an Order was made by the County Court of Clatsop County, Oregon
authorizing this conveyance, which said Order was entered at
Page 57, of Volume 34 of the proceedings of
the County Court of Clatsop County, Oregon,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Clatsop
County, Oregon in consideration of the sum of ONE DOLLAR (\$1.00)
to it paid by the City of Warrenton, a municipal corporation,
does hereby grant, bargain, sell and convey unto the said City
of Warrenton, a municipal corporation, its successors and assigns,
all of the following described real property, situated in the
County of Clatsop, State of Oregon, to-wit:

PARCEL NO. 1

Blocks 26, 27, 28, 29, 30, 31, 35, 36, 37, 42, 43, 44,
45 and 53; also Block 37, except Lot 23 thereof; also
Block 46, except Lots 4, 5, 8, 9 and 10 thereof; all
being in Great Northern Addition to Warrenton, City of
Warrenton, County of Clatsop, State of Oregon.

PARCEL NO. 2

A strip of land 50 feet in width on the westerly boundary
of Great Northern Addition, more particularly described
as follows:

Beginning at a 1 1/2 inch iron bar marking the southwest
corner of Great Northern Addition to Warrenton;
thence North 0° 07' West along the westerly boundary
line of said addition, 375.5 feet to a 1 1/2 inch iron bar;
thence continuing along the westerly line of said addition,
North 18° 52' West, 650 feet to the southwest corner of
Block 45 in said addition;
thence South 89° 52' West, 52.4 feet to a point;
thence South 19° 52' East 353.0 feet to a point;
thence South 0° 07' East 375.5 feet to a point;
thence North 89° 52' East, 50 feet to the point of
beginning, being all in Section 20, Township 10 North,
Range 10 West, Willamette Meridian, City of Warrenton,
County of Clatsop, State of Oregon;

together with all and singular the tenements, appurtenances
thereunto belonging or in anywise appertaining.

To Have and to Hold the same unto the said City of Warrenton,
a municipal corporation, its successors and assigns, subject,
to the following conditions:

That said real property is conveyed to the said City of Warrenton,
a municipal corporation, for the purpose
of public park purposes and other public purposes, and
and should said purposes fail to be used or at any time be
used for such purposes, the above described real property and the
title thereto shall revert to and become the property of Clatsop
County, Oregon, absolutely, as though this deed had been made,
without any act of re-entry by the said City of Warrenton,
its officers or agents.

FEB 03 2016

Page One, Deed.

SALEM, OR

7104 AREA (C)(D)

610 423

DEED

WHEREAS, on the 28th day of December, 1966, an Order was made by the Board of County Commissioners of Clatsop County, Oregon authorizing this conveyance, which said Order was entered at Page 277, of Volume 39 of the proceedings of the Board of County Commissioners of Clatsop County, Oregon,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Clatsop County, Oregon, for and in consideration of the agreement by City of Warrenton, a municipal corporation, to indemnify the county and holding it harmless therefrom any and all claims, requirements, costs and obligations on the part of the County to close and seal the property described below pursuant to the regulations of the Department of Environmental Quality or any other state or federal law or agencies, said agreement to so act being hereby acknowledged and accepted by the City of Warrenton by virtue of their signature affixed below, does hereby grant to said City of Warrenton its successors and assigns, all its right, title and interest in the following described real property situated in the County of Clatsop, State of Oregon, to wit:

A tract of land in Section 20, Township 8 North, Range 10 West Willamette Meridian in Clatsop County, Oregon more particularly described as follows:

Beginning at a point on the line between Great Northern Addition to Warrenton and the East line of the Wm. Hobson DLC at its intersection with the northerly right of way line of County Road known as School Road on S. W. 9th Street;

Thence N 0° 07' W 200.0 feet to an angle point in the west line of Great Northern Addition;

Thence along the westerly line of said Addition N 18° 52' W a distance of 1826.3 feet to an iron pipe marking the NE corner of said Hobson DLC and the initial point of said Great Northern Addition;

Thence along the southerly line of said Addition N 68° 14' W a distance of 320.0 feet more or less to the easterly right of way line of Ridge Road;

Thence Southeasterly along said right of way line 1630 feet more or less to the northerly right of way line of County Road known as School Road on S. W. 9th Street;

Thence Southeasterly along said right of way line 710.0 feet more or less to point of beginning and containing 16.30 acres more or less excepting therefrom a road sixty feet in width intersecting said School Road and lying along the west line of Great Northern Addition,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or anywise appertaining.

To Have and to Hold the same unto the said City of Warrenton, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 21st day of December, 1983.

Page One, Deed

9.00

Recorded by HMM
DATE REC'D. 1-1-83
205718

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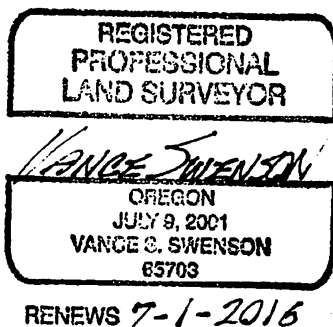
G-18254

AREA (B)

Description of Parcel for Ground Water Permit

A parcel of land in the Southeast and Northeast Quarters of Section 20, Township 8 North, Range 10 West, Willamette Meridian, Clatsop County, Oregon, more particularly described as follows:

Block 34, Great Northern Addition to Warrenton, excepting therefrom that portion within the right-of-way of County Road No. 244, also known as Ridge Road. Also a parcel of land described as follows: Beginning at a point on the north Line of the William Hobson Donation Land Claim, also being the south line of Block 34, Great Northern Addition to Warrenton, at its intersection with the west right-of-way line of County Road No. 244, also known as Ridge Road; thence Southerly along said west right-of-way line to the northeast corner of the area described in the Lease Agreement recorded in Instrument No. 201000077 Clatsop County Clerk Records; thence Southwesterly along the north line of said Lease Agreement area to its northwest corner, said northwest corner being 380 feet from, when measured at right angles to, the center line of said Ridge Road; thence Northerly along a line that is parallel with and 380 feet from, when measured at right-angles to, the center line of said Ridge Road to the north line of said William Hobson Donation Land Claim; thence Southeasterly along said north line to the Point of Beginning.



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After Recording Return To:
Clatsop County Property Management
820 Exchange, Suite 230
Astoria, OR 97103

AMENDMENT TO LEASE



C4385
Recording Instrument #: 201103036
Recorded By: Clatsop County Clerk
of Pages: 10 Fee: 87.00
Transaction date: 4/13/2011 08:46:12
Deputy: tromeyn

DATE: January 17, 2011

PARTIES: Clatsop County, a Political Subdivision of the State of Oregon
c/o Clatsop County Manager
800 Exchange Street, Suite 410
Astoria, Oregon 97103

("Lessor")

Lower Columbia Youth Soccer Association ("LCYSA")
P.O. Box 457
Warrenton, Oregon 97146

("Lessee")

That Lease dated September 23, 2009 between Clatsop County, a Political Subdivision of the State of Oregon ("Lessor") and Lower Columbia Youth Soccer Association (Lessee), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein, is hereby amended as follows:

The legal description of the leased premises is amended to add the real property described in Exhibit C attached hereto, situated in the County of Clatsop, State of Oregon.

In all other respects the Lease Agreement between the parties shall remain unchanged.

IN WITNESS WHEREOF the parties have entered into this Lease Amendment the day and year first set forth above.

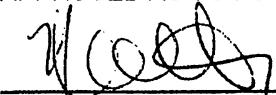
LESSOR:


By: DIRK FOHNE, Chairman
Clatsop County Board of Commissioners

LESSEE:


By: Tim Fastabow
LCYSA President

APPROVED AS TO FORM:


Clatsop County Counsel

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EXHIBIT "A"

LEASE AGREEMENT



Recording Instrument #: 201000077
Recorded By: Clatsop County Clerk
of Pages: 8 Fee: 77.00
Transaction date: 1/5/2010 15:36:53
Deputy: tromeyn

DATE: September 23, 2009

PARTIES: Clatsop County, a Political Subdivision of the State of Oregon
c/o Clatsop County Manager
800 Exchange Street, Suite 410
Astoria, Oregon 97103
(503) 325-1000

("Lessor")

Lower Columbia Youth Soccer Association ("LCYSA")
P.O. Box 457
Warrenton, Oregon 97146

("Lessee")

THIS INDENTURE OF LEASE, made and entered into effective this 23 day of September, 2009 between Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as Lessor, and Lower Columbia Youth Soccer Association ("LCYSA"), an Oregon Non-Profit Association, hereinafter referred to as Lessee.

WITNESSETH:

IN CONSIDERATION of the covenants and stipulations herein contained on the part of Lessee to be paid, kept and faithfully performed, Lessor does hereby lease, demise and let unto said Lessee, AS IS, those certain premises described in Exhibit A, and situated in the County of Clatsop, and State of Oregon.

TO HAVE AND TO HOLD the above described premises for a period of time commencing with the 1st day of October, 2009 and ending at midnight on the 30th day of September, 2023

CONSIDERATION for this Lease shall be Lessee's payment of \$1.00 per year payable

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on or before October 1st of each year. Receipt of \$1.00 for the first year is hereby acknowledged. In addition, Lessee shall pay any real property taxes attributed to Lessee's use of the demised premises. Lessor acknowledges that Lessee will attempt to qualify for an exemption from assessment for such taxes, in which case Lessee would not be responsible to pay any such taxes pursuant this Lease. Lessee shall also pay utility payments when due.

IN CONSIDERATION of the leasing of the said premises and the mutual agreements herein contained, the parties agree as follows:

SECTION 1. USE OF PREMISES

Lessee shall use the premises for a soccer facility and other youth activities and for no other purpose without the express written consent of Lessor, said consent to be in Lessor's sole discretion. Lessee shall not make any unlawful, improper or offensive use of the premises.

SECTION 2. TITLE

Lessor makes no representation as to the suitability of the premises for any particular purpose. Lessor does not warrant or guarantee the extent to which it has title or interest in the premises, if any. Lessee waives any and all rights or claims they may have against Lessor, or any nature, which might arise at any time by reason of Lessor having less than clear title or no title to the premises; or that might arise as a result of Lessee's inability to make a particular use of the property.

SECTION 3. COMPENSATION FOR IMPROVEMENTS

3.1 Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease. Lessee hereby agrees to maintain the premises, including all improvements constructed thereon, in good order and repair during the entire term of this Lease, at Lessee's own cost and expense. It is further agreed that Lessee will make no significant alterations, additions or improvements to or upon the premises without the written consent of Lessor first being obtained.

3.2 Lessee shall be responsible for and pay all utility costs associated with the use, construction and maintenance of the demised premises and any improvements constructed thereon.

SECTION 4. LIENS AND ENCUMBRANCES

Lessee shall not do any act or to make any contract that may create any lien, mortgage, or other encumbrance (including tax liens or other assessments) on any interest of Lessor in the premises. If any such lien shall at any time be filed against the premises, Lessee shall cause the same to be discharged of record within 30 days after the date of filing by either payment, deposit, or bond.

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SECTION 5. INSURANCE AND INDEMNITY

5.1 Lessee shall obtain and maintain liability insurance coverage satisfactory to Lessor, in respect of the premises, with Lessor named as Additional Insured, with \$3,000,000 minimum combined single limit coverage, or its equivalent. Lessee shall provide Lessor with a Certificate of Insurance upon execution of this Agreement. During the term of this Agreement, Lessee will add such additional insurance as is necessary to maintain coverage of 1.5 million dollars in excess of the amount required by the Oregon Tort Claims Act.

5.2 Except for claims arising solely from the negligence of Lessor, its employees or its agents, Lessee agrees to indemnify and hold Lessor harmless from and against all actions, suits, claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with Lessee and their lease of the premises, including any claims for attorney fees and costs.

5.3 In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor shall, at Lessee's expense, defend such proceeding by competent legal counsel. Lessor shall not make any claim against Lessee with respect to any of such risks as to which Lessee has furnished Lessor with insurance policies or certificates of insurance evidencing coverage of such risks unless and until the insurer fails or refuses to defend and/or pay all or any part of a third-party claim.

SECTION 6. RIGHT OF ASSIGNMENT

Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease or any interest herein or permit any other person or persons whomsoever to occupy the demised premises without the written consent of Lessor obtained in any special, emergency or regular meeting of the Clatsop County Board of Commissioners, such consent to be in Lessor's sole discretion. This Lease is personal to said Lessee. Lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law or under or by virtue of any execution or legal process, attachment or proceedings instituted against Lessee or in any other matter, except as above mentioned.

SECTION 7. INDEPENDENT CONTRACTOR STATUS

With respect to any work performed by Lessee on or to the premises, Lessee shall be an independent contractor and will be responsible for any Federal or State taxes applicable to services rendered by contractor, his employees and agents and will not be eligible for any benefits as a result of payments pursuant to this Agreement for Federal Social Security, State Workers' Compensation, Unemployment Insurance or Public Employees' Retirement System benefits.

SECTION 8. DEFAULT; REMEDIES

8.1 A breach of this Lease by Lessee arises if Lessee is in default of any of its

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obligations under this Lease and such default is not cured within 60 days after Lessor has given Lessee written notice specifying the default.

8.2 Upon the occurrence of an event of such breach and failure to cure, Lessor may immediately or at any time thereafter reenter the premises either by summary eviction proceedings or by force or otherwise.

8.3 Whether or not Lessor retakes possession or re-lets the premises, Lessor has the right to recover its damages.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 It shall be lawful for Lessor, its agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof or any other lawful purpose.

9.2 In the event Lessee for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at will at any time by Lessor.

9.3 Any waiver by Lessor or any breach of any covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

9.4 Any notice required by the terms of this Lease to be given by one party to the other or desired so to be given, shall be sufficient if in writing, contained in sealed envelope, deposited in the U.S. Certified Mails with postage fully prepaid and if intended for Lessor herein, addressed to Lessor **c/o Clatsop County Manager, 800 Exchange Street, Suite 410, Astoria, Oregon 97103** and if intended for Lessee herein, addressed to Lessee **Lower Columbia Youth Soccer Association, P.O. Box 457, Warrenton, Oregon 97146**. Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after deposit of such notice in the U.S. Certified Mails.

9.5 Lessee will not make any unlawful, improper or offensive use of said premises; they will not suffer any strip or waste thereof; they will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done or about said premises in any way tending to create a nuisance; they will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as Lessee may be licensed by Law to sell and as may be herein expressly permitted; nor will they permit to be sold any controlled substance on or about said premises.

9.6 This Lease can be terminated at any time by either party without cause upon three hundred sixty five (365) days written notice to the other. Any termination of this Lease will not act to relieve Lessee of their responsibilities set forth in Sections 5.2 and 5.3 above.

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9.7. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, to the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.

9.8. Lessee agrees to obey all Federal, State, County, and City laws, regulations and ordinances pertaining to Lessee's use of the demised premises.

9.9 In construing this Lease, it is understood that Lessor or Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes hereof apply equally to corporations and to individuals.

SECTION 10. REPORT

On or before January 31st of each year, Lessee shall provide Lessor with a report, in a form acceptable to Lessor, of Lessee's use of the property for the previous calendar year. The report shall include, but need not be limited to, the financial situation of Lessee, number of users served, improvements and repairs made, proposed development strategy, and anticipated changes for the ensuing year's program.

SECTION 11. NONDISCRIMINATION

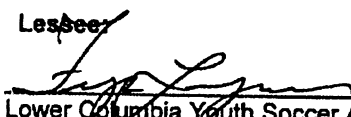
No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement on the date first set out above.

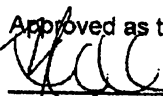
Lessor:


Clatsop County Board of Commissioners
Chair

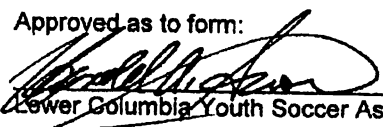
Lessee:


Lower Columbia Youth Soccer Association

Approved as to form:


County Counsel

Approved as to form:


Lower Columbia Youth Soccer Association

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AREA (A)

EXHIBIT "A"

A parcel of land located in Section 20, Township 8 North, Range 10 West, Willamette Meridian, and more particularly described as follows:

Lots 1 through 19, Block 32 and Lots 1 through 10, Block 33, Excepting Highway, all situated in Great Northern addition to Warrenton, in the City of Warrenton, County of Clatsop, State of Oregon.

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AREA (A)

September 20, 2010

EXHIBIT "C"

**DESCRIPTION OF A TRACT OF LAND TO BE LEASED BY CLATSOP COUNTY
TO LOWER COLUMBIA YOUTH SOCCER ASSOCIATION**

A tract of land in the County of Clatsop, State of Oregon,
described as follows:

Block 25 and all that portion of Block 24 located east of the
east right of way boundary of County Road No. 244 (commonly
known as Ridge Road), Great Northern Addition to Warrenton,
in the City of Warrenton, County of Clatsop, State of Oregon.



Renews 1/1/2012

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EXHIBIT "A"

LEGAL DESCRIPTION OF A PARCEL OF LAND
TO BE LEASED TO
THE LOWER COLUMBIA YOUTH SOCCER ASSOCIATION
BY CLATSOP COUNTY

APRIL 26, 2000

A parcel of land located in the Southeast quarter of Section 20, Township 8 North, Range 10 West, Willamette Meridian, and more particularly described as follows;

Commencing at a point which is 380 feet westerly of, when measured at right angles to, Engineers center line station 184+65.27 of County Road #244, also known as Ridge Road, which point is marked by a 5/8 inch rebar with a 1½ inch aluminum cap stamped "OREGON STATE PARKS" as shown on map B-7319;

Thence North 15°03'30" West, parallel to the centerline of said County Road #244, 190.26 feet to the true point of beginning, which is the Southwest corner of the proposed lease parcel;

Thence North 74°56'30" East, perpendicular to the centerline of said County Road #244, 292.00 feet to a point on the westerly edge of the entrance road to Camp Kiwanalong;

Thence North 00°06'34" East 30.58 feet, along the westerly edge of said entrance road to a point on the Westerly right of way of County Road #244, which point is the 80 foot offset of the P.T. of a 280 foot centerline spiral curve at station 182+47.05;

Thence continuing along the Westerly right of way, along the 80 foot offset to said spiral curve, the long chord of which is North 14°43'51" West 281.36 feet to station 179+67.05 which is the beginning of a 8265.11 foot radius curve to the right;

Thence continuing along the Westerly right of way, along the arc of said 8265.11 foot radius curve 154.19 feet through a delta angle of 01°04'08" the long chord of which bears North 13°32'38" West 154.19 feet to a point;

Thence leaving said right of way, South 74°56'30" West 300.19 feet to a point;

Thence parallel to the Westerly right of way of County Road #244, along the arc of a 8565.11 foot radius curve to the left 149.06 feet through a delta angle of 00°59'50" the long chord of which bears South 13°04'52" East 149.06 feet to the curve to spiral point;

Thence continuing parallel to said Westerly right of way, along the 380 foot offset to the 280 foot centerline spiral curve, the long chord of which is South 14°43'47" East 285.72 feet to the P.T. of the spiral curve;

Thence continuing parallel to said Westerly right of way, South 15°03'30" East to the true point of beginning, containing 3.2 acres, more or less.

All being situated within the County of Clatsop, State of Oregon.

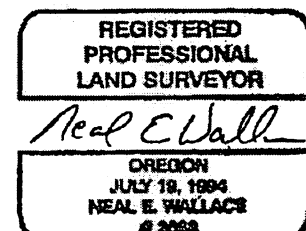


EXHIBIT "A"

**LEGAL DESCRIPTION OF AN ADDITIONAL PARCEL OF LAND
TO BE LEASED TO
THE LOWER COLUMBIA YOUTH SOCCER ASSOCIATION
BY CLATSOP COUNTY**

May 29, 2002

A parcel of land located in the Southeast quarter of Section 20, Township 8 North, Range 10 West, Willamette Meridian, and more particularly described as follows;

Commencing at a point which is 380 feet westerly of, when measured at right angles to, Engineer's center line station 184+65.27 of County Road #244, also known as Ridge Road, which point is marked by a 5/8 inch rebar with 1 1/2 inch aluminum cap stamped "OREGON STATE PARKS" as shown on map B-7319;

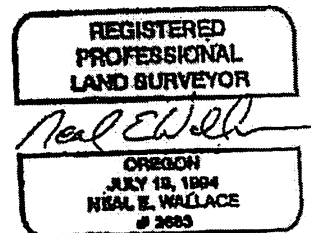
Thence North 15°03'30" West, parallel to the centerline of said County Road #244, 190.26 feet to the true point of beginning of the parcel herein described, and is the Southwest corner of the existing lease parcel between Clatsop County and the Lower Columbia Youth Soccer Association;

Thence North 74°56'30" East, perpendicular to the centerline of said County Road #244, 292.00 feet to a point on the Westerly edge of the entrance road to Camp Kiwanalong;

Thence South 06°22'33" East 120.00 feet along the Westerly edge of said entrance road to a point;

Thence South 74°56'30" West 150.00 feet to a point;

Thence North 61°18'01" West 171.52 feet to the true point of beginning, containing 0.60 Acres, more or less.



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Oregon

Kate Brown, Governor

Water Resources Department

North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone (503) 986-0900
Fax (503) 986-0904
www.wrd.state.or.us

November 2, 2015

Jerry Boisvert
Lower Columbia Youth Soccer Association
1675 S.W. 14th St
Warrenton, OR 97146

Dear Jerry:

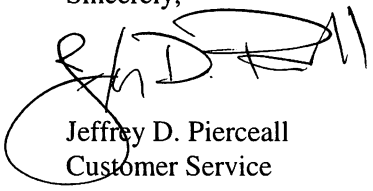
The Water Resources Department has received your application to use or store water. At this time however, we are unable to accept your application, because the minimum filing requirements are not met according to the Oregon Administrative Rules (OAR 690-310-0040 and 0050).

We are hereby returning the incomplete application and the fees submitted. Please return the application, the required information, and this checklist (on back), so the Department may begin processing your application in a timely manner.

This review is based only on the completeness of your application. Any determination of water availability, compliance with basin plan rules, or any other water related issues has not been made.

Should you have any questions, please do not hesitate to contact Customer Service at the address above or by telephone at 503-986-0801.

Sincerely,


Jeffrey D. Pierceall
Customer Service

Cc: OWRD Fiscal

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You must include a Legal description of all the properties involved where water is diverted, crossed, and used. The Legal description includes a metes and bounds, or other government survey description. A copy of the deed, land sales contract or title insurance policy can provide this information, or you may submit a lot book report prepared by a title company. The Department will not accept a copy of the tax bill.

The map must meet all the minimum requirements of OAR 690-310-0050.

Township, Range, Section

Location of main canals, ditches, pipelines or flumes (if POA/POD is outside of POU)

Place of use, 1/4, 1/4=s and tax lot clearly identified

Even map scale not less than 4" = 1 mile (example: 1" = 100 ft, 1" = 200 ft, etc.)

Location of **each** diversion point, well or dam by reference to a recognized public land survey corner. Multiple wells shall be uniquely labeled, and identified on well logs if existing.

Reference corner on map

North Directional Symbol

Number of acres per 1/4, 1/4, if for irrigation, nursery, or agriculture