



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1271
 (503) 986-0900
 www.wrd.state.or.us

Application for a Permit to Store Water in a Reservoir

(Standard Review)

Standard Review Process (ORS 537): You must use this form for any reservoir storing more than 9.2 acre-feet and with a dam more than 10 feet high.

Use a separate form for each reservoir. However, to obtain authorization for multiple reservoirs, multiple forms may be combined into one application if filed at the same time.

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml

1. APPLICANT INFORMATION

Applicant: **McElligott LLC, c/o Joseph McElligott**
First Last

Mailing Address: **P.O. Box 4**

Ione **Oregon** **97843**
City State Zip

Phone: **1 541 701 7757**
Home Work Other

Fax: _____ E-Mail Address*: _____

* 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.)

We make application for a permit to construct **78** reservoirs and store the following described waters of the State of Oregon. The name of the reservoirs are **RC1, RC2, RC3, RC4, RC5, RC7, RC8, RC12, RC13, RC15, RC19, RC20, RC25, RC29, RC30, RC34, RC35, RC36, RC38, RC39, RC40, RC41, RC45, RC46, RC47, RC48, RC50, RC52, RC53, RC54, RC55, RC56, RC60, RC61, RC62, RC63, RC64, RC65, RC68, RC70, RC71, RC72, RC73, RCA, RCB, RCD, RCG, RCI, RCJ, RC1A, RC2A, RC3A, RC4A, RC8A, RC11A, RC12A, RC14A, RC16A, RC17A, RC19A, RC20A, RC21A, RC23A, RC24A, RC25A, RC26A, RC27A, RC30A, RC31A, RC32A, RC34A, 9/7/14 RC6, 9/7/14 RC7, 9/7/14 RC11, RCN1, RCN2, RCN3 and RCN4.**

2. SOURCE OF WATER for the proposed use: **_run-off from side canyons of Hollywood Creek,**

Tupper Creek, Board Creek, & Rock Creek tributaries of John Day River.

Is the proposed use an enlargement of an existing dam/reservoir? **No**

If the reservoir is not in channel of a stream, state how it is to be filled: **The reservoirs are in the bottom of what are normally dry canyons of the above listed drainages. The reservoirs are filled from run-off from spring snow melt and storm events.**

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For Department Use

App. No. _____

Permit No. _____

Date _____

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Last updated: 3/12/2014

3. DAM HEIGHT AND COMPOSITION

The maximum height of the structures will be 12± feet above streambed or ground surface at the centerline of the crest of the dam.

Attach preliminary plans, specifications and supporting information for the dam and impoundment area including dam height, width, crest width and surface area.

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

Refer to attached Exhibit A for a typical dam cross section.

RESERVOIR #	DAM HEIGHT FT±	DAM WIDTH FT±	CREST WIDTH FT±	APPROX SURFACE AREA ACRES±	APPROX STORAGE AC FT±
RC1	10	67	15	.04	.12
RC2	10	44	10	.02	.06
RC3	10	67	15	.05	.21
RC4	10	171	15	.40	1.98
RC5	10	51	10	.03	.07
RC7	10	85	14	.17	.86
RC8	10	94	10	.12	.62
RC12	10	104	10	.21	1.06
RC13	10	37	10	.01	.03
RC15	10	50	8	.05	.17
RC19	10	47	10	.04	.13
RC20	10	30	10	.01	.02
RC25	10	75	10	.04	.13
RC29	10	64	12	.06	.26
RC30	10	53	7	.03	.11
RC34	10	58	12.5	.02	.03
RC35	10	75	15	.07	.29
RC36	10	64	15	.04	.15
RC38	10	70	15	.04	.12
RC39	10	48	12.5	.03	.10
RC40	10	79	12	.10	.48
RC41	10	50	15	.06	.19
RC45	10	118	15	.14	.72

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RESERVOIR #	DAM HEIGHT FT±	DAM WIDTH FT±	CREST WIDTH FT±	APPROX SURFACE AREA ACRES±	APPROX STORAGE AC FT±
RC46	10	88	15	.08	.33
RC47	10	88	18	.10	.48
RC48	10	91	10	.13	.64
RC50	10	50	12	.04	.13
RC52	10	169	15	.28	1.4
RC53	10	101	22	.14	.71
RC54	10	45	5	.04	.12
RC55	10	118	17.5	.18	.92
RC56	10	61	15	.05	.23
RC60	10	127	22	.18	.91
RC61	10	165	26	.41	2.04
RC62	10	130	10	.33	1.65
RCA	10	64	12	.05	.23
RCB	10	76	15	.07	.35
RCD	10	52	10	.03	.09
RCG	10	52	8	.03	.09
RCI	10	52	10	.02	.04
RCJ	10	40	10	.03	.08
RC1A	10	113	7.5	.26	1.31
RC2A	10	136	12.5	.52	2.58
RC3A	10	52	6	.04	.14
RC4A	10	35	5	.02	.04
RC8A	10	193	17	.45	2.23
RC11A	10	63	15	.04	.11
RC12A	10	73	10	.06	.27
RC14A	10	58	10	.05	.21
RC16A	10	64	10	.05	.20
RC17A	10	91	17.5	.04	.08
RC64	10	60	10	.04	.13
RC65	10	54	10	.03	.11
RC68	10	42	15	.02	.05
RC70	10	145	25	.29	1.45
RC71	10	55	10	.04	.12

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RESERVOIR #	DAM HEIGHT FT±	DAM WIDTH FT±	CREST WIDTH FT±	APPROX SURFACE AREA ACRES±	APPROX STORAGE ACFT±
RC72	10	40	10	.02	.05
RC73	10	40	10	.02	.04
RC23A	10	36	20	.05	.11
RC24A	10	73	20	.11	.55
RC25A	10	40	7.5	.02	.04
RC26A	10	34	7.5	.02	.03
RC27A	10	55	10	.04	.16
RC30A	10	25	12	.01	.01
RC31A	10	37	5	.01	.03
RC32A	10	40	10	.02	.04
RC34A	10	70	15	.04	.13
9/7/14 RC6	10	79	12.5	.17	.83
9/7/14 RC7	10	130	15	.37	1.83
RC63	10	62	12	.05	.21
RC19A	10	49	7.5	.03	.10
RC20A	10	55	8	.04	.16
RC21A	10	43	8	.02	.06
9/7/14 RC11	10	127	12.5	.38	1.92
RCN1	10	65	20	.10	.45*
RCN2	10	65	20	.10	.45*
RCN3	10	65	20	.10	.45*
RCN4	10	65	20	.10	.45*
			Totals	7.74	35.48

*Not constructed at this time.

The dams will be (check one): Earthfill

If "other" give description:

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4. PRIMARY OUTLET WORKS

Describe the location and the dimensions of the outlet conduit through the dam:

Except for four, the dams/reservoirs are existing structures. They are relatively small structures located in what are normally dry canyons. The embankment material for construction of the dams was excavated from the bottom area of the reservoirs just upstream of the dams. Water from winter and storm runoff fills the small reservoirs behind the dams.

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There is no continual natural stream flow where the dams are or will be constructed, therefore, there is no need to provide a conduit through the dams to allow stream flow to pass. If it is necessary to empty the reservoirs, the owner has a portable pump that can be used.

Installing a conduit through the existing embankments would likely impair the structural integrity of the dams.

A variance from installing conduits through the dams is being requested with this application.

NOTE: Most dams across a natural stream channel will need an outlet conduit having a minimum diameter of 8 inches or greater.

5. EMERGENCY SPILLWAY

Describe the location and the dimensions of the spillway channel:

In most instances there is a shallow trapezoidal shaped spillway channel excavated around one end of the dams at the abutment of the dam embankment to the natural side slope of the canyon. These spillways are excavated into the side slope of the canyons more or less around the dam embankments. The bottom of the spillways have a gradual slope which intersects the normal canyon bottom away from the toe of the dam embankment.

6. THE USE(s) of the impounded water will be:

The impounded water will be used for wildlife, livestock, and fire protection. It is anticipated that seepage from some of the impoundments will support small areas of vegetation for wildlife.

7. THE AMOUNT OF WATER to be stored is: 35.48± acre-feet in 78 small reservoirs (.See Table under Section 3). The surface area of the reservoirs, when filled, will be 7.74± acres in 78 small reservoirs.

8. PROJECT SCHEDULE: (List Month and Year)

Proposed date construction work will begin: **Construction is complete on all except for four of the reservoirs.**

Proposed date construction work will be completed: **Construction of the four new reservoirs, RCN1, RCN2, RCN3, and RCN4 will be complete 5 years after issuance of the permit. The other reservoirs are existing structures.**

Proposed date water use will be completed: **Water Use will be completed within 5 years of issuance of the permit.**

Is this project fully or partially funded by the American Recovery and Reinvestment Act? (Federal stimulus dollars)

No federal funds have been or will be used for construction of the reservoirs. The owner will provide all funding for the project.

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9. PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water? **YES**

Yes (Please check appropriate box below then skip to section 10)

There are no encumbrances.

This land is encumbered by **easements**, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s))

(Please check the appropriate box below)

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or an 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).

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.

List the names and mailing addresses of all affected landowners:

10. WITHIN A DISTRICT

This section is Not Applicable to this permit application.

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

11. MAP REQUIREMENTS The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section and quarter/quarter section of the proposed reservoir location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

See attached application map. Note: OWR has authorized a variance in the map scale for this application. See attached 7/7/16 email from Jerry Sauter.

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12. SIGNATURE

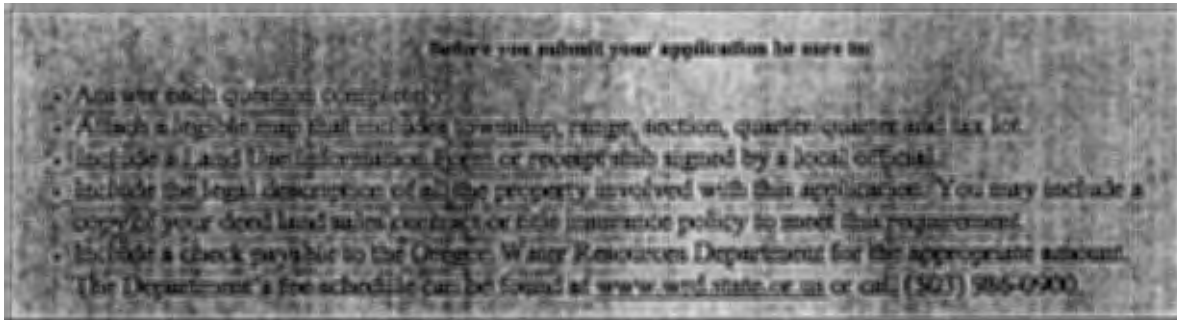
By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- 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 canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

I certify that the information I have provided in this application is an accurate representation of the proposed water use and is true and correct to the best of my knowledge:

Applicant: McEligott LLC 12-2-16
Joseph P McEligott
Signature (If more than one applicant, all must sign.) Date

Applicant: _____
Signature (If more than one applicant, all must sign.) Date



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From: SAUTER Jerry K
To: dalevconsulting@gmail.com
Cc: GREW Scott A; timothy.wallin@state.or.us
Subject: Map scale Variance
Date: Thursday, July 07, 2016 8:18:49 AM

Dale, I have reviewed the maps you sent and find your request for a map-scale variance to allow 1:2000 scale maps to be included in the application. Due to the scale of the project, your request is very reasonable and approved. Please feel free to include a copy of this e-mail with the application. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,
JK

J.K. (Jerry) Sauter | Water Rights Program Analyst
Water Resources Department | 725 Summer St. NE, Suite A | Salem, Oregon 97301
Ph. 503.986.0817 | Fax 503.986.0901
Information Requests may be made to : customerservice@wrд.state.or.us

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MORROW COUNTY, OREGON 2008-21807
M-TD 05/07/2008 01:17:58 PM
Crt=1 Str=1 BC
\$45.00 \$11.00 \$10.00 \$86.00



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Bobbi Childers - County Clerk

Customer/Note No: 36016 - 445

WCTC 7037

After Recording Return to: Farm Credit Services - Pendleton
1 Southwest Nye
PO Box 878
Pendleton, OR 97801
y/mctc
POB 290
Boardman OR
97818

Ag Equity Line of Credit Deed of Trust

On April 29, 2008, Joseph P. McElligott and Jeri D. McElligott, husband and wife, hereinafter called Grantors, whose address is

PO Box 4
Ione, OR 97843

grant, convey, warrant, transfer and assign to Mid-Columbia Title Company, a corporation, hereinafter called Trustee, whose address is P.O. Box 290, Boardman, OR 97818, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Morrow County(ies), State of Oregon, more particularly described as follows:

PARCEL 1:

Tract A:

A parcel of land located in Township 5 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 7: The Southeast Quarter of the Northwest Quarter.

Tract B:

A parcel of land located in Township 5 South, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 12: The South Half of the Northeast Quarter; the Southeast Quarter.

Section 13: Beginning at the Northeast Corner of Said Section 13; thence West a distance of 39.38 chains; thence South 49° East a distance of 31.00 chains; thence South 74° East a distance of 16.40 chains to the Range Line between Ranges 25 and 26; thence North on the Range Line a distance of 24.00 chains to the point of beginning.

EXCEPTING THEREFROM all roads and road rights-of-way.

A parcel of land located in Township 5 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 3: The South Half of the Southwest Quarter.

Section 4: The Southwest Quarter; the West Half of the Southeast Quarter.

Section 5: The South Half; The South Half of the Northwest Quarter; A portion of the Southwest Quarter of the Northeast Quarter described as follows: Beginning at the Southwest Corner of the Southeast Quarter of the Northeast Quarter; thence West to the Southwest Corner of the Northeast Quarter; thence North to the Southwest Corner of the Northwest Quarter of the Northeast Quarter; thence Southeasterly to the point of beginning.

Deed Of Trust (36016-445)

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Section 6: The East Half of the Southeast Quarter.

Section 7: Government Lots 1, 2, 3 and 4, also known as the West Half of the West Half; the East Half of the Southwest Quarter; the Northeast Quarter of the Northwest Quarter; the East Half.

Section 8: All.

Section 9: All.

Section 10: The West Half; the South Half of the Southeast Quarter.

Section 14: The West Half.

Section 15: All.

Section 16: All.

Section 17: All.

Section 18: Government Lot 1, also known as the Northwest Quarter of the Northwest Quarter; All of that portion of Government Lot 2, also known as the Southwest Quarter of the Northwest Quarter lying North of the County Road; The East Half of the Northwest Quarter; the Northeast Quarter; the North Half of the Southeast Quarter; the Southeast Quarter of the Southeast Quarter.

Section 19: The East Half of the Northeast Quarter.

Section 20: The North Half of the Southwest Quarter; the Northwest Quarter; the North Half of the Northeast Quarter.

Section 21: The Northeast Quarter; the East Half of the Northwest Quarter; the Northwest Quarter of the Northwest Quarter.

Section 22: The North Half; the Southeast Quarter.

Section 23: The Northwest Quarter; the West Half of the Southwest Quarter; the Southwest Quarter of the Northeast Quarter.

EXCEPTING THEREFROM all roads and road rights-of-way.

PARCEL 2:

A parcel of land located in Township 5 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 20: The Southwest Quarter of the Southeast Quarter; the East Half of the Southeast Quarter.

Section 21: The Southwest Quarter; the West Half of the Southeast Quarter.

Section 28: The West Half of the Northwest Quarter of the Northwest Quarter.

Section 29: The North Half of the Northeast Quarter of the Northeast Quarter.

EXCEPTING THEREFROM all roads and road rights of way.

PARCEL 3:

Tract A:

A parcel of land located in Township 5 South, Range 26 East, of the Willamette Meridian, in the County of Morrow and State Of Oregon, described as follows:

Section 22: SE1/4SW1/4

Section 23: E1/2NE1/4, NW1/4NE1/4, and the E1/2SW1/4 and the SE1/4, **EXCEPTING THEREFROM** all that portion lying within Partition Plat 2006-2.

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Section 24: All that portion lying South of Partition Plat 2006-2

Section 26: That portion of the NW1/4 lying Northwesterly of the Board Creek County Road #703

Section 27: That portion lying Northwesterly of the Board Creek County Road #703 EXCEPT the NW1/4NW1/4

Section 28: W1/2NE1/4, SE1/4NE1/4, SE1/4, W1/2 EXCEPT the W1/2NW1/4NW1/4

Section 29: W1/2 EXCEPT the NW1/4NW1/4, E1/2 EXCEPT the N1/2NE1/4NE1/4, ALSO EXCEPTING that portion lying Southwesterly of the Sunflower Flat County Road #670

Section 30: Those portions of the SE1/4 and the SW1/4NE1/4 lying Northeasterly of the Sunflower Flat County Road #670 as described in Deed recorded October 19, 1934, in Book 43, Page 35, Morrow County Deed Records and Easterly of State Highway 207.

Section 32: That portion lying Northeasterly of the Sunflower Flat County Road #670 EXCEPT that portion described as: Beginning at a point which is 385.7 feet North 10°3' West of the one-quarter corner common to Sections 32 and 33 of said Township and Range; thence North 24° East 109.8 feet along a fence; thence North 64°30' West 217.4 feet along a fence, thence South 20°30' West 105.0 feet along a fence; thence South 60° East 212.0 feet along the North side of the County Road to the point of beginning. ALSO EXCEPT that portion described as: Beginning at the North one-quarter corner of said Section 32; running thence on a straight line 1,150 feet in a Southeasterly direction to a point on the North Line of the County Road which is marked by an iron pipe and is The True Point of Beginning; thence in a Northeasterly direction 90° for a distance of 200 feet; thence 90° in a Southeasterly direction 200 feet; thence 90° in a Southwesterly direction 200 feet; thence 90° in a Northwesterly direction 200 feet, along the County Road to the True Point of Beginning. ALSO EXCEPT those portions described in Deeds recorded July 9, 1968 as M-803 and M-804 and Deed recorded July 30, 1968 as M-848, Morrow County Microfilm Records.

Section 33: That portion lying Northerly of the Sunflower Flat County Road #670.

Section 34: That portion lying Northerly and Westerly of the Sunflower Flat County Road #670 and the Board Creek County Road #703.

EXCEPTING THEREFROM Parcel 1 of Partition Plat 2004-3.

Tract B:

A parcel of land located in Township 5 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 21: The East half of the Southeast Quarter.

Section 22: The North half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter.

Section 27: The Northwest Quarter of the Northwest Quarter.

Section 28: The Northeast Quarter of the Northeast Quarter.

PARCEL 4:

A parcel of land located in Township 5 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 25: All.

Section 26: That portion lying Southeasterly of Board Creek County Road #703.

Section 27: That portion lying Southeasterly of Board Creek County Road #703.

Section 33: That portion of the E1/2 SE1/4 lying Easterly of Forest Road #22 aka Sunflower Flat County Road #670.

Section 34: That portion lying Southeasterly of Board Creek County Road #703 and Easterly of Forest Road #22 aka Sunflower Flat County Road #670.

Section 35: All.

Section 36: All.

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A parcel of land located in Township 6 South, Range 26, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 1: That portion of the N1/2 lying Northerly of Forest Road #2119 aka Tupper Lane County Road #673.

Section 2: That portion of the NE1/4 lying Northerly of Forest Road #2119 aka Tupper Lane County Road #673, and Easterly of Forest Road #22 aka Sunflower Flat County Road #670.

A parcel of land located in Township 6 South, Range 27, East of the Willamette Meridian, in the County of Morrow and State of Oregon, described as follows:

Section 5: The West Half.

Section 6: That portion lying Northeasterly of Forest Road #2119 aka Tupper Lane County Road #673.

Section 7: That portion of the Northeast Quarter lying Northeasterly of Forest Road #2119 aka Tupper Lane County Road #673.

Section 8: That portion of the North Half of the North Half lying Northeasterly of Forest Road #2119 aka Tupper Lane County Road #673. **EXCEPTING THEREFROM** N1/2NE1/4; NE1/4NW1/4; and that portion of the SE1/4NW1/4NW1/4 which lies Northeasterly of Forest Service Road #2119, also known as Tupper Lane County Road #673, as conveyed in deed recorded as Microfilm No. 05015162, Morrow County Microfilm Records.

PARCEL 5:

Parcel 1 of Partition Plat 2006-4, in the County of Morrow and State of Oregon.

ACCOUNT NO.	REFERENCE NO.
05S26-00300	R05942
05S26-00300	R06694
05S26-00300	R10353
05S26-00302	R06647
05S26-00600	R05945
05S26-00602	R05946
05S26-01400	R05920
05S25-01400	R10352
06S26-01500	R06158
05S26-02701	R05955
05S26-02900	R05957
05S26-03801	R10359
06S27-00800	R06171
06S27-00801	R10363
06S26-01503	R10421
05S26-03401	R10015
05S26-02504	R10014
05S26-03405	R10392;

Together with all timber and forest products, produced on the land described herein, along with all products thereof including but not limited to logs, lumber in process and finished stock, and all contracts of conveyance or sale of such timber, forest products and/or other products and any proceeds thereof, all of which is hereby declared appurtenant to the herein mortgaged property;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating, and irrigating apparatus and other equipment and fixtures, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto are collectively called the "Loan Documents." "Advances" shall include any amounts provided to Grantors under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, and payment of the indebtedness under the terms of the Note(s) made

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by Grantors to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
April 29, 2008	\$ 2,500,000.00	January 1, 2023

In addition, this Deed of Trust is intended to secure any other loans and advances made by Beneficiary to Grantor, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as described above, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this deed of trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.
5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this deed of trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil

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is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this deed of trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.

9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this deed of trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this deed of trust.
11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this deed of trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this deed of trust.
14. That the indebtedness and obligations secured by this deed of trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this deed of trust or to direct Trustee, in writing, to foreclose this deed of trust by notice and sale, to have a receiver appointed in any court proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be

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applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
 - a. Join in any subordination or other agreement affecting this deed of trust or lien or charge thereof.
 - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the deed of trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
18. That, in the event of foreclosure of this deed of trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
21. That as used herein, the term "deed of trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the deed of trust shall be construed as though such provision had been omitted.
23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this deed of trust.
24. That Grantors warrant that Grantors' state of residence is the State of Oregon and Grantors' exact legal names are as set forth in the first paragraph of this Deed of Trust.
25. That the term "Timber Lands" as hereinafter used refers to that part of the Property now maintained and operated primarily for the production of timber;
26. That the Timber Lands shall be operated for their highest and best use as timberlands, having due regard to soil conditions, stand arrangements and other factors relevant to the conduct of sound silvicultural and harvesting practices;
27. That all measures shall be taken which are reasonably necessary to protect the Timber Lands from loss by fire, which measures shall be at least equal to fire-control practices generally followed on timber-producing property in the same general area, including the adoption of suitable prevention and control measures, the maintenance of adequate fire-fighting equipment, proper disposal of slash, maintenance of an adequate system of roads and roadways to permit access for mobile fire fighting equipment to all parts of the Timber Lands;
28. That in accordance with sound silvicultural practices all reasonable and effective measures shall be taken to prevent the development of and to control the spread of disease and insect infestation on the Timber Lands;
29. That the Timber Lands shall be marked to indicate the boundaries thereof in a conspicuous manner satisfactory to the Beneficiary; such markings shall be renewed from time to time as may be necessary to clearly maintain public notice of boundaries; and Grantors shall cause the Timber Lands to be inspected for the purpose of preventing trespass of any type or nature, including unauthorized cutting of timber;

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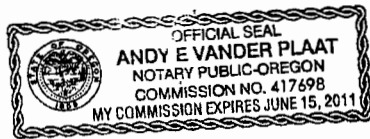
30. That no contract wherein the buyer is granted the privilege of entry upon the Timber Lands from cutting and removing timber shall be made without prior written approval of the Beneficiary;
31. That all cutting operations shall be conducted in such a manner as to realize the greatest return from the individual tree and from the timber stand, to effect suitable utilization of the Timber Lands, to assure the early and complete regeneration of stands of desirable timber, and to bring about their optimum growth; all trees shall be cut as close to the ground as practicable; all desirable trees which are not at the time being harvested, including young trees, shall be protected against unnecessary injury from felling, skidding and hauling; and all reasonable measures shall be used to prevent soil erosion including the proper location of skid ways and roads;
32. That to the extent economically feasible, all trees which are dead, diseased, fallen or otherwise damaged, shall be salvaged in accordance with sound silvicultural practices; any timber salvaged shall be applied as provided below hereof; and use of any salvage, except as provided below, shall be subject to the prior written approval of the Beneficiary;
33. Not to cut or remove, nor to permit the cutting or removal of timber from the Timber Lands, without the prior written consent of the Beneficiary; except if Grantors are not in default under any of the terms of the Loan Documents, Grantors, without prior consent, may cut timber for use on the Timber Lands (and not for resale) for the purposes of repair, replacement, and construction of improvements, including bridges and fences, and for fuel; only trees not of merchantable quality and without reasonable prospect of becoming such quality may be used for fuel, and no timber shall be cut for such other purposes until timber cut or removed in salvage or thinning operations shall have been used to the fullest extent practicable;
34. That these provisions shall control, if any provisions contained herein, shall conflict or appear to conflict with any other portion of the deed of trust.

Joseph P. McElligott
Joseph P. McElligott

Jeri D. McElligott
Jeri D. McElligott

STATE OF Oregon)
)ss.
County of Morrow)

On this 1 day of MAY, 2008, before me personally appeared Joseph P. McElligott, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



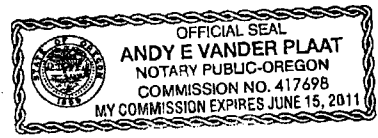
Andy E. Vander Plaats
Printed name Andy E. Vander Plaats
Notary Public for the State of Oregon
Residing at Pendleton, Oregon
My commission expires June 15, 2011

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STATE OF Oregon)
County of Morrow)ss.

On this 1 day of May, 2008, before me personally appeared Jeri D. McElligott, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Andy E. VanderPlaats
Printed name Andy E. VanderPlaats
Notary Public for the State of Oregon
Residing at Pendleton, OR
My commission expires June 15, 2011

Beneficiary acknowledges that this deed of trust is subject to a security interest in favor of CoBank, ACB (Bank) and by its acceptance hereof and pursuant to and in confirmation of certain agreements and assignments by and between Beneficiary and Bank, does assign, transfer and set over the same unto Bank, its successors and assigns, to secure all obligations of Beneficiary to Bank, provided that pursuant to such agreements and assignments Beneficiary has authority to perform all loan servicing and collection actions and activities hereunder, including without limitation thereto, releasing in whole or in part and foreclosing judicially or otherwise this deed of trust until the Bank, by instrument recorded in the office in which this deed of trust is recorded, revokes such authority.

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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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Exhibit B

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

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Applicant(s): **JMcElligott LLC, c/o Joseph McElligott.**

Mailing Address: **P.O. Box 4**

City: **Ione**

State: **OR**

Zip Code: **97843**

Daytime Phone: **1 541 701 7757**

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:
T5S	R26E	20	NESE	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	20	SWSE	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	21	SWSW	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	21	SESW	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	21	NWSE	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	21	SWSE	2701	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	21	SESE	2900	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	22	NESW	300	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	22	NESE	300	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	23	SENW	300	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	24	SWNW	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	24	SWSW	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	25	NESW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	25	NWSE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	25	SWSE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	26	NESE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	26	SWSE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	27	NENW	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	27	SWNW	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged

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T5S	R26E	28	NWNE	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	28	NWSW	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	28	NWSE	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	28	SESE	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	29	SWSE	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	29	SESE	3401	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	33	NENW	3405	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	34	NWNE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	34	SWSE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	34	SESE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	35	NWNE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	35	NENW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	35	SENW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	35	NWSW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	36	SWNW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	36	NWSW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	36	SWSW	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T5S	R26E	36	SWSE	3801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	1	SENE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	1	SWNW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	1	NESW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	1	NWSW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	2	NENE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	2	NWNE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	2	NESE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	11	SWNE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	11	SENE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	11	SENW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	11	NESE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	12	NWSE	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	14	SWNW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged

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T6S	R26E	14	SENW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	14	NWSW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R26E	23	NWNW	1503	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R27E	5	SWSW	800	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R27E	6	SESW	801	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R27E	6	NESE	800	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged
T6S	R27E	6	SESE	800	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	unchanged

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

Morrow County

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) **Spring Snow Melt**

Estimated quantity of water needed:
 cubic feet per second
 gallons per minute
35.48±
 acre-feet

Intended use of water:
 Irrigation
 Commercial
 Industrial
 Domestic for _____ household(s)
 Municipal
 Quasi-Municipal
 Instream
 Other **Livestock, wildlife, fire protection**

Briefly describe:

This Land Use Information Form is associated with a Reservoir Permit application by McElligott LLC for 78 small reservoirs/dams to store water for livestock, wildlife and fire protection in the upper reaches of the Tupper Creek, Board Creek, and Rock Creek drainages.



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. →

RECEIVED
DEC 21 2016
WRD

R-88745

RECEIVED

For Local Government Use Only

DEC 21 2016

OWRD

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 type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

Name: Stephanie Loving Title: Planner I

Signature: *Stephanie Loving* Phone: 541-922-4624 Date: 12/2/16

Government Entity: Morrow County Planning Dept.

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: _____

R-88345

R-88345-



Oregon Water Resources Department
 Permit to Appropriate Surface Water for Storage -Standard Reservoir Application

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Thursday, December 22, 2016

Base Application Fee.		\$800.00
Number of acre feet to be diverted for Storage.	35.48	\$616.00
Number of reservoirs.	78	\$9,625.00
Permit Recording Fee. ***		\$450.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	Recalculate	
Estimated cost of Permit Application		\$11,491.00

OWRD Fee Schedule

Fee Calculator Version: B20130709
