## Application for a Permit to Use

## Groundwater



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

## **Water-Use Permit Application Processing**

## 1. Completeness Determination

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

#### 2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$260. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

#### 3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives <u>public notice</u> of the application in the weekly notice published by the Department at <u>www.oregon.gov/owrd</u>. The public comment period is 30 days from publication in the weekly notice.

#### 4. Proposed Final Order Issued

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

#### 5. Public Notice

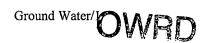
Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$410 for the applicant and \$810 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed, the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

#### 6. Final Order Issued

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

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## Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.615)

## Include this checklist with the application

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

$\boxtimes$	SECTION 1: applicant information and signature	ATTACHMENTS:
$\boxtimes$	SECTION 2: property ownership	A - MAP B - LAND USE FORM
$\boxtimes$	SECTION 3: well development	C - EASEMENT
$\boxtimes$	SECTION 4: water use	D - DEED E - WELL LOGS
$\boxtimes$	SECTION 5: water management	F - UIC PERMIT
$\boxtimes$	SECTION 6: storage of groundwater in a reservoir	RECEIVED BY OWRD
	SECTION 7: use of stored groundwater from the reservoir	
$\boxtimes$	SECTION 8: project schedule	DEC 04 2017
	SECTION 9: within a district	SALEM, OR
	SECTION 10: remarks	or manions on t

#### **Attachments:**

- Land Use Information Form with approval and signature of local Planning Department (must be an original) or signed receipt (ATTACHMENT B)
- 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. Example: A copy of the deed, land sales contract or title insurance policy.
- Fees Amount enclosed: \$5,010.00 See the Department's Fee Schedule at <a href="https://www.oregon.gov/owrd">www.oregon.gov/owrd</a> or call (503) 986-0900.

## Provide a map and check that each of the following items is included: $ATTACHMENT\ A$

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

## Application for a Permit to Use

# Groundwater



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

## SIGNATURE

# SECTION 1: APPLICANT INFORMATION AND

pplicant Information NAME	_	_		PHONE (HM)
HONE (WK)	CE	ILL		FAX RECEIVE
ADDRESS				JAN 02 2018
CITY	STATE	ZIP	E-MAIL*	OWRD
rganization Information				
NAME Surprise Valley Electric - Attn. Lynn C	ulp		PHONE 530-233-3511	FAX 530-233-2190
ADDRESS 516 US Hwy 395E				CELL 530-640-2666
Alturas	STATE CA	ZIP 96101	E-MAIL* lynnsvec@frontier.co	
gent Information – The agent is authorize	d to repres	ent the appl	icant in all matters relating	g to this application.
AGENT / BUSINESS NAME			PHONE	FAX
ADDRESS	• •			CELL
ote: Attach multiple copies as needed By providing an e-mail address, conser ectronically. (Paper copies of the final	order doc	to receive uments wil		m the Department RECEIVED BY
ote: Attach multiple copies as needed By providing an e-mail address, conser ectronically. (Paper copies of the final  y my signature below I confirm that  I am asking to use water speci  Evaluation of this application  I cannot use water legally unti  Oregon law requires that a per the use is exempt. Acceptance  If I get a permit, I must not wa  If development of the water use The water use must be compate	nt is giver order doc I underst fically as will be ba I the Wate mit be iss of this ap ste water ie is not a ible with	tand: described in the sed on information described in the sed on information described before the optication described in the sed on information described before optication described in the sed of	all correspondence from all also be mailed.)  In this application.  In this application.	m the Department RECEIVED BY  DEC 0 4 20  e application. permit. of any proposed well, unless mit will be issued.  s, the permit can be cancelled. as.
ote: Attach multiple copies as needed By providing an e-mail address, conser ectronically. (Paper copies of the final  y my signature below I confirm that I am asking to use water specie Evaluation of this application I cannot use water legally unti Oregon law requires that a per the use is exempt. Acceptance If I get a permit, I must not wa If development of the water use The water use must be compat Even if the Department issues holders to get water to which the	nt is giver order doc I underst fically as will be ba I the Wate mit be iss of this ap ste water ie is not a ible with a permit, hey are en	tand: described i used on info er Resource ued before oplication d . ccording to local comp I may have ntitled.	all correspondence from also be mailed.)  In this application.  In	m the Department RECEIVED BY  DEC 0 4 20  e application. Decrmit.
ote: Attach multiple copies as needed By providing an e-mail address, conser ectronically. (Paper copies of the final  y my signature below I confirm that  I am asking to use water speci  Evaluation of this application  I cannot use water legally unti  Oregon law requires that a per the use is exempt. Acceptance  If I get a permit, I must not wa  If development of the water use  The water use must be compat  Even if the Department issues	nt is giver order doc I underst fically as will be ba I the Wate mit be iss of this ap iste water ie is not a ible with a permit, hey are en	tand: described i used on info er Resource ued before oplication d . ccording to local comp I may have ntitled. ed in this a	all correspondence from also be mailed.)  In this application.  In this application is true and application is true and application.	m the Department RECEIVED BY  DEC 0 4 20  e application. Decripit.

#### **SECTION 2: PROPERTY OWNERSHIP**

conveye	ed, 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. SEE ATTACHMENT C
	☐ I do not currently have written authorization or easement permitting access.
	☐ Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic
	use only (ORS 274.040).
	☐ Water is to be diverted, conveyed, and/or used only on federal lands.
List the	names and mailing addresses of all affected landowners (attach additional sheets if necessary).

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

<u>You must provide the legal description of</u>: 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.

COLAHAN ENTERPRISES INC., P.O. BOX 300, PAISLEY, OR 97636

SEE ATTACHMENT D

## **SECTION 3: WELL DEVELOPMENT**

	IF LESS THAN 1 MILE:			
NAME OF NEAREST SURFACE WATER	DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD		
Chewaucan River	~2035 ft direct line. Well is	River approx. 80 ft lower		
	located beyond 1 mile from where hydraulic connection with river occurs based on static water levels.*			
Chewaucan River	~1000 ft direct line. Well is	River approx. 80 ft lower		
	located beyond 1 mile from where hydraulic connection with river occurs based on static water	RECEIVE		
	levels.*	JAN 02 2018		
	the company	23.0		
	review and conclusions for previous SVEC water right	OWHO		
	Chewaucan River  Chewaucan River	NAME OF NEAREST SURFACE WATER  Chewaucan River  -2035 ft direct line. Well is located beyond 1 mile from where hydraulic connection with river occurs based on static water levels.*  Chewaucan River  -1000 ft direct line. Well is located beyond 1 mile from where hydraulic connection with river occurs based on static water levels.*  * Information based on OWRD's review and conclusions for		

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

SEE ATTACHED WELL LOGS - ATTACHMENT E

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Revised 8/1/2017 G-18574 SALEM, OR WR

## SEC

## SECTION 3: WELL DEVELOPMENT, CONTINUED

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Total maximum rate requested: 3000 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.

SEE ATTACHMENT E FOR COPY OF THE WELL LOGS

						•		•		PRO	POSED U	JSE	
OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACREFEET)
SVE1		$\boxtimes$	L117043		20" 13 3/8"	0-40ft 0-900ft	900-1360ft	0-900ft	159ft June 2014*	Basalt Lithic tuft. See Lithological Description in-Well Log	1360ft		
SVE2		$\boxtimes$	L117044		20" 13 3/8"	0-40ft 0-495ft	495-1260ft	0-495ft	145ft June 2014*	Basalt See Lithological Description in Well Log	1260ft		
									l				
			-		-							,	

<sup>\*</sup> STATIC DEPTH ESTIMATE TRUE STATIC WITH NO PUMPING FROM WELLS SEVERAL MONTHS PRIOR

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 require to each substitution of the well.

\*\*\*\* Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

JAN 02 2018

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Revised 8/1/2017

Ground Water/5

<sup>\*\*</sup> 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.

## **SECTION 4: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Industrial/Power Development	Year Round	4,838

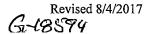
	·	
Fo Ple	For irrigation use only: NA Please indicate the number of primary and supplemental acres to be irrigated (	must match map).
Pri	Primary: Acres Supplemental:	Acres
Ify	If you listed supplemental acres, list the Permit or Certificate number of the un	nderlying primary water right(s):
		RECEIVED
Inc	Indicate the maximum total number of acre-feet you expect to use in an irrigation	tion season:
		JAN @ 2 2018
•	If the use is municipal or quasi-municipal, attach Form M NA	
•	If the use is <b>domestic</b> , indicate the number of households:NA	OWRD
	Exempt Uses: Please note that 15,000 gallons per day for single or group domestic purpo	ses and 5,000 gallons per day for a single
	industrial or commercial purpose are exempt from permitting requirements.	
•	If the use is mining, describe what is being mined and the method(s) of ex	straction (attach additional sheets if
	necessary):NA	RECEIVED BY OWRD
		HEOFIAFD DI CAAUD
SE	SECTION 5: WATER MANAGEMENT	DEC 04 2017
A.	A. Diversion and Conveyance What equipment will you use to pump water from your well(s)?	SALEM, OR
	☑Pump (give horsepower and type):SVE1 IS 200 HP TURBINE; SV	
	□Other means (describe):	
	Provide a description of the proposed means of diversion, construction, as works and conveyance of waterTHE PUMPED WATER IS PIPED THROUGH GEOTHERMAL PLANT, THEN TO THE INJECTION WELL THROUGH A 16" PIPEL PIPELINE OR PLANT VAPORIZER VESSEL. SVE1 PRODUCES MAXIMUM OF 12 OF 2300 GPM. ALTHOUGH THESE FLOWS ADD UP TO MORE THAN 3000 GPM BE BUN AT FULL CAPACITY RECAUSE THE POWER PLANT OUTPUT REQUIREM	I 12" AND 16" PIPELINES TO INE. THE PUMPED WATER NEVER LEAVES 00 GPM AND SVE2 PRODUCES MAXIMUM I, THEY WILL NOT BOTH SIMULTANEOUSLY

#### **B.** Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) (attach additional sheets if necessary) THIS WATER APPLICATION IS FOR THE NON-CONSUMPTIVE USE OF GEOTHERMAL WATER FOR GENERATION OF ELECTRIC POWER.

## 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 (attach additional sheets if necessary). This volume is needed for the production of Approximately 3MW of electricity. Both wells have Sierra Instruments flow meters measuring and recording the pumped flow. The pumped water remains in the pipeline or plant



VESSEL AND WILL BE NON-CONSUMPTIVELY USED. THE SPENT GEOTHERMAL FLUID IS INJECTED INTO THE INJECTION WELL (SVE3) AT A DEPTH OF 2400-2700 FT, EXCEPT AS AUTHORIZED BY OTHER PERMITS.

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## SECTION 6: STORAGE OF GROUNDWATER IN A RESERVOIR NA

section for each reservoir).			
Reservoir name:	Acreage inundated by reser	rvoir:	_
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 engineered plans and specifications must be approved	•	e reservoir will store 9.2 acre fee	t or more,
SECTION 7: USE OF STORED GROUNDWAT	ER FROM THE RESER	VOIR NA	
If you would like to use stored groundwater from the reproduce this section for each reservoir).	e reservoir, complete this s	section (if more than one reser RECEIVED	
Annual volume (acre-feet):		DEC 0	£ 2017
USE OF STORED GROUNDWATER	PERIO	D OF USE SALE	1, OR
INA	<u> </u>	· ·	
			• • • • • • • • • • • • • • • • • • • •
SECTION 8: PROJECT SCHEDULE  Date construction will begin:CONSTRUCTION	I DECAN IN 2011 WITH D	PILLING OF THESE TWO WEL	
Date construction will be completed. CONSTRUCTION	STION WAS COMPLETED I	N 2014	
Date construction will be completed:CONSTRUC	DI ANT DESIMES ODED	RECE	EIVE
Date beneficial water use will begin:WHEN	PLANT RESUIVIES OPERA		<b>2</b> 2018
SECTION 9: WITHIN A DISTRICT NA			€ 2010
☐ Check here if the point of diversion or place of udistrict.	se are located within or ser	ved by an irrigation of other w	AD.
Irrigation District Name	Address		•
City	State	Zip	
<u> </u>			

If you would like to store groundwater in a reservoir, complete this section (if more than one reservoir, reproduce this

## SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application (attach additional sheets if necessary). This application is submitted to transition SVEC's current DOGAMI permits to the OWRD low-temperature geothermal permit program. Geothermal water from production wells SVE1 and SVE2 will be injected back in the system through the injection well SVE3. See also Request for Approval of a Low Temperature Geothermal Injection Well for SVE3. The use of water under this application is non-consumptive

(For staff use only)



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

## WE ARE RETURNING YOUR APPLICATION R THE FOLLOWING REASON(S):

	SECTION 1:	
	SECTION 2:	
	SECTION 3:	
	SECTION 4:	RECEIVED BY OWRD
	SECTION 5:	ULCEIVED BY OWAID
	SECTION 6:	DEC 04 2017
	SECTION 7:	SALEM, OR
	SECTION 8:	or toolivi, of a
	SECTION 9:	
	Land Use Information Form	· 
	Provide the legal description of: (1) the property from which the water is to property crossed by the proposed ditch, canal or other work, and (3) any prois to be used as depicted on the map.	operty on which the water
	Fees	RECEIVED
NAAD		JAN 02 2018
MAP	Permanent quality and drawn in ink	OWRD
	Even map scale not less than $4" = 1$ mile (example: $1" = 400$ ft, $1" = 1320$ f	t, etc.)
	North Directional Symbol	
	Township, Range, Section, Quarter/Quarter, Tax Lots	
	Reference corner on map	
	Location of each well, and/or dam if applicable, by reference to a recognize corner (distances north/south and east/west). Each well must be identified by number.	
	Indicate the area of use by Quarter/Quarter and tax lot clearly identified	
	Number of acres per Quarter/Quarter and hatching to indicate area of use if supplemental irrigation, or nursery	for primary irrigation,
	Location of main canals, ditches, pipelines or flumes (if well is outside of the	ne area of use)
	Other	

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ATTACHMENT A

Groundwater Application Map

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DEC 04 2017

SALEM, OR

**Land Use Information Form** 

## Land Use **Information Form**



## 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;
  - 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.

JAN 02 2018

## NOTE TO LOCAL GOVERNMENTS OWN

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 RECEIVED BY OWRD Service Group at 503-986-0801.

DEC 04 2017

Revised 8/4/2017

## **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:	Surprise First	Valley E	lectrifica	ation Corp A	Attn: Lynn C	ulp	Last			
Mailing Ad	dress:	516 US I	Iwy 395	E						· 
Áltı	ıras		,	CA	96101	Daytime	e Phone: _	530.233.	3511	
	City		-	State	Zip	,				
A. Land a	and Loca	ution	-			1				
								:c ••	,	
riease inclu	ide the foll	owing into sed or devi	rmation i	or all tax lots	s wnere water municinal us	will be a e or irrio	iverted (tak	ten from its sou within irrigatio	urce), conv n districts	veyed mav
					es for the tax-				n aburou	
Township	Range	Section	1/4 1/4	Tax Lot#	Plan Designa	tion (e.g.,		Water to be:		Proposed
,			<u>.</u>		Rural Residen	tial/RR-5)		<u>.</u>		Land Use:
	See At	tached Ta	ble			1	□Diverted	$\Box$ Conveyed	□Used	
			-				□Diverted	□Conveyed	□Used	
			_	: ::		_	□Diverted	☐Conveyed	□Used	
; F						i	□Diverted	□Conveyed	□Used	
Lake Co	: :					JAN 0	<b>2</b> 2018		DEC	0 4 2017
						WC	Dn			- 1
B. Descr	iption of	Propose	ed Use	•					SAL	EM, OR
• • • • • • • • • • • • • • • • • • • •					es Departmen			:	•	
⊠Permit to				Right Transfe				or Groundwater 1	Registration	n Modificatio
□Limited W	ater Use Li	cense	⊔Alloca	tion of Conser	rved Water l	⊥Exchang	e of Water			
Source of w	vater: $\square$ R	eservoir/Por	nd 🛭	GroundWate	er □Sur	face Wate	r (name)			
Estimated of	luantity of	water need	ed: <u>3000</u>		□cu	ibic feet pe	er second	⊠gallons per i	minute [	□acre-feet
Intended us	e of water:	□Irrigat	ion	□Commerci	ial 🔯	Industrial		Domestic for	househ	old(s)
		□Munio	ipal	□Quasi-Mu	nicipal 🗆 I	nstream	$\boxtimes$ (	Other <u>Power De</u>	velopmen	<u>t</u>
Briefly des	cribe:									4
gpm and	SVE 2 pro	duces up t	o 2,300 g	pm. The geo		r is pump	ed from the	y. Well SVE-1 ese wells into t E-3).		
		•				-				
										2

**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.  $\rightarrow$ 

Revised 8/4/2017 G-18594

## 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 belo	w and provide the re	equested information

	Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)		Significant, Applicable ordinance Section Ref		Land-Use Approval:	
Cup	( sor five # 1256-CUS	Apr. 27		MObtaine ☐Denied		
				☐ Obtaine		
				□Obtaine □Denied		
	,			□Obtaine □Denied		
				□Obtaine		
·		, · · · · ·	U	WRD	SALEM,	OF 
ne: <u></u>	Daruf Johnson	<del></del>	Title: Ka	ming Dirocero	٠.	
nature:	14		Phone: 39/-	-947-6036	_ Date: 120 297	_
vernme	ent Entity: Lakes Com?	Roma DEFERTAGE	<del>-</del>			
ı sign the Inforn npreher	cal government representation the receipt, you will have 30 day mation Form or WRD may presensive plans.	ys from the Water Resume the land use ass	esources Departm sociated with the p	ent's notice date proposed use of	to return the completed water is compatible with	Land
	Receipt	for Request fo				-
plicant	name:					
y or Co	ounty:	· · · · · · · · · · · · · · · · · · ·	Staff contact:			

Ground Water/3

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Revised 8/4/2017

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## **ATTACHMENT - TABLE**

## 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	1/4 1/4	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)		Water to be:		Proposed Land Use:
<u>33 S</u>	<u>18 E</u>	<u>23</u>	SW NE	<u>1300</u>		☑ Diverted	☑ Conveyed	☐ Used	Industrial/Power Development
<u>33 S</u>	18 E	<u>23</u> ·	SE NE	1300		☐ Diverted	☑ Conveyed	☐ Used	Industrial/Power  Development
<u>33.S</u>	<u>18 E</u>	<u>23</u> .	<u>SE NW</u>	1300		☐ Diverted	☑ Conveyed	Used	Industrial/Power  Development
33 S	<u>18 E</u>	<u>23</u>	NE SW	1300		☐ Diverted	☑ Conveyed	☐ Used	Industrial/Power  Development
<u>33 S</u>	<u>18 E</u>	<u>23</u>	NW SW	<u>1300</u>	· ·	☑ Diverted	☑ Conveyed	Used	Industrial/Power Development
<u>33 S</u>	<u>18 E</u>	<u>23</u>	NE SE	1300		Diverted	☑ Conveyed	☑ Used	Industrial/Power Development
<u>33 S</u>	<u>18 E</u>	<u>24</u>	<u>SW NW</u>	<u>1300</u>		☐ Diverted	☐ Conveyed	☐ Used	Industrial/Power Development
<u>33 S</u>	<u>18 E</u>	24	<u>NW SW</u>	<u>1300</u>		Diverted	☑ Conveyed	☐ Used	Industrial/Power Development

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ATTACHMENT C
Lease Agreement

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## GEOTHERMAL LEASE AND AGREEMENT

THIS GEOTHERMAL LEASE AND AGREEMENT, (herein sometimes referred to as "Lease") made and entered as of the 24th day of September, 2010 by and between COLAHAN ENTERPRISES INC., hereinafter referred to as "Lessor", and SURPRISE VALLEY ELECTRIFICATION CORP., a Rural Electric Cooperative, Incorporated under IRS 501(c)(12). Hereinafter referred to as "Lessee".

## WITNESSETH:

1. Purpose. That Lessor, for and in consideration of Ten Dollars (\$10.00) in hand paid to Lessor by Lessee, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the covenants and agreements hereinafter contained, has granted, leased, let and demised and by these presents does grant, lease, let and demise exclusively to Lessee, its grantees, successors and assigns, upon and subject to the terms and conditions hereinafter set forth, these certain extractable mineral rights and certain geothermal rights for real property located in the County of Lake, State of OREGON, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "leased rights"), including all roads, streets, alleys, easements and rights of way owned or claimed by Lessor, on or within the lands above described. This Lease shall cover all the interest in the leased rights now owned or hereafter acquired by Lessor on the property described in Exhibit A".

By the use of such methods as Lessee may desire, Lessee, and its designated representatives, shall have the sole and exclusive right to utilize the leased rights, including but not limited to the right to explore for, drill for, test, develop, operate, produce, extract, take, remove or sell Hot Water, Steam and Thermal Energy and Extractable Minerals, and to store, utilize, process, convert and otherwise treat such Hot Water, Steam and Thermal Energy, and to extract any Extractable Minerals during the term hereof and to transport same, and to inject or re inject effluents into the well or any wells drilled pursuant to the leased rights; or inject water, gas or other fluid or substances by artificial means into formations containing Hot Water, Steam or Thermal Energy as agreed to in the body of this lease agreement. Further, Lessee, its designated representatives and anyone purchasing Leased Substances (as hereinafter defined) from Lessee are hereby granted the use of any easements owned by Lessor across said land, to the full extent of any such rights held by Lessor as set forth in the body of this lease agreement. The possession by Lessee of the leased rights shall be sole and exclusive for the purposes hereof and for purposes incident or related thereto.

Lessee agrees to conduct its activities in a safe, good and workmanlike manner and use reasonable care at all times in all of Lessee's operations on the premises, in accordance with generally accepted, good engineering practice; with due regard for the protection of life and property, preservation of the environment and conservation of natural resources, and minimal intrusion to agricultural operations of the Lessor to prevent injury or damage to cattle, livestock, buildings, fish, water rights, water diversion works, ditches, tanks and water wells or other property or operations of the Lessor located thereon; and Lessee agrees to repair, mitigate or pay the Lessor the fair market value (as agreed to by the parties, or if no agreement is reached, then after 7 days as determined by an independent third-party appraiser) for all damages to the cattle, crops, buildings, livestock, fish, fences, water rights, water diversions, ditches, tanks, water, water wells and other property of the Lessor situated on the surface of the premises resulting from Lessee's operations on the premises, and conduct its activities in a manner which will not unreasonably interfere with any rights reserved to Lessor. Lessee also agrees that all damages to pipe and equipment caused by cattle shall be the responsibility of Lessee. Lessee shall at all time allow Lessor access the trights with the premise of t

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and secondary uses as required by Lessor, and access to the online heat exchange upon construction. JAN 02 2018

- 2. Term. This Lease shall be for a term of five (5) years from and after the decided the character referred to as the "Primary Term") and so long thereafter as electricity is produced in commercial quantities from the well or through the leased rights, or lands, and for so long as Lessee is prevented from producing same, or the obligations of Lessee hereunder are suspended, for the causes hereinafter set forth, or this Lease is continued in force by reason of any other provision hereof.
- 3. Primary Term Consideration. It is understood and agreed that the initial consideration paid upon the execution hereof is Twenty-Five Thousand Dollars (\$25,000.00) for all the lease rights during the initial five (5) year lease term, excluding any royalties and rents that are otherwise payable during the term of this lease agreement.
- 4. Lessee shall conduct all work in compliance with the applicable laws and regulations of the state of Oregon and the United States of America. Lessee shall be fully responsible for compliance with all applicable Federal, state, and local statutes, regulations, and ordinances relating to such work, and for reclamation bonding and any bonding required for geothermal wells. Lessor agrees to cooperate with Lessee in Lessee's application for governmental licenses, permits, and approvals, all costs of which shall be borne by Lessee.

Both Lessee and Lessor are bound by applicable federal, state, and local statutes, regulations, and ordinances that may affect this project now or in the future.

Lessee shall fence all excavations (including sumps and settling ponds), and, upon the termination of the Lease, except any certain sump hole(s) and excavation(s) identified by the Lessor, Lessee shall level and fill all sump holes and excavations, shall remove all debris and shall leave the locations or premises used by Lessee in a clean and sanitary condition.

Lessee shall keep the premises utilized by Lessee clean and orderly throughout the term of occupancy.

Lessee shall replace all fences which the Lessee removed for its purposes and repair all fences which Lessee damaged, and if and when so required by the Lessor, will provide a proper livestock guard at any new point of entry upon lands used by Lessee and utilize best efforts to ensure Lessor's livestock are not allowed to escape as a result of Lessee's utilization of premises.

Lessee shall have reasonable access to and use of water from the leased land for Lessee's drilling, testing and exploration operations thereon, in the vicinity thereof, provided that such use shall not interfere with Lessor's own use for domestic, commercial, stock or agricultural purposes, nor interfere with any legal or contractual commitments of Lessor relating thereto and existing on the date hereof. Lessee shall be allowed to enter on to the Lands during the term of the lease for regular water monitoring activities of all wells or water sources. Lessee acknowledges that except for that certain real property specifically identified and agreed to be taken out of production and for which Lessee is paying rents, Lessor, and Lessor's principals, officers and shareholders, shall have full use and exploitation of the whole of the premises.

Lessee shall protect Lessor's interest in the leased rights against liens of every character arising from its operations thereon. Lessee, at its own expense, prior to commencing operations pursuant to the leased rights, shall obtain, and thereafter while this Lease is in effect shall maintain, adequate Workers Compensation Insurance. Lessee shall protect Lessor

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against damages of every kind and character arising out of the operations or working of Lessee or those under Lessee's control pursuant to the leased rights, but Lessee shall not be liable hereunder in the event of the negligence or willful misconduct of parties other than Lessee, unless retained or approved by the Lessee or Lessee's agents to be on the premises, or perform any service on the premises.

Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the premises utilized by Lessee or any condition of the premises in the possession or under the control of Lessee including any such claim, loss, or liability that may be caused or contributed to in whole or in part failure to effect any repair or maintenance required by this lease and damages to growing crops based upon the fair market value of such crops at the time of such damages. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the premises.

Lessee, before going into possession of the premises, shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's cost: comprehensive general liability insurance in a responsible company with limits of not less than \$300,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property, commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$100,000.00. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the premises. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the premises.

Lessor shall have all rights to thermal heat from the electric generating facility after electricity production. In addition, Lessor has the right to the spent geothermal fluids after the generation of electricity to use for traditional agriculture use including, but not limited to irrigation, stock water, aquaculture and greenhouses. Lessee shall provide an online heat exchange to the Lessor adequate for the above purposes.

Lessee shall make available, after the commercial production of electricity and uses by the Lessor and to the extent that it is feasible, thermal energy to the City of Paisley, Oregon, and other non-federal public buildings within the City of Paisley, Oregon, for the purpose of space heating of public buildings.

Lessee shall re inject all geothermal fluids produced after they are used for the production of electricity and Lessor's uses.

## Royalty. Royalties shall be payable as follows:

(a) With respect to Hot Water, Steam or Thermal Energy produced, saved and used for the generation of electric power which is then sold by Lessee, Lessee shall pay to Lessor as royalty Four Percent (4.0 %) of the Actual Revenue. At the time the Lessee decides to sell the electricity produced to the current and future Members of the Lessee, the royalty payment will then be converted to dollars per kwh in an amount that equals the then total dollar per kwh royalty paid to the Lessor. The dollars per kwh paid to the Lessor at the time the Lessee sells the electricity to the Members of Lessee, and shall increase by two percent (2%) per annum for the remaining life of the project.

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(b) With respect to Extractable Minerals, Lessee shall pay as royalty to Lessor Five Percent (5%) of the net proceeds received by Lessee from the sale of any gases (as herein defined) and from the sale of minerals and/or minerals in solution extracted from the effluents produced and sold from the well or in exercise of the leased rights, or, in the event Lessee extracts from the effluents minerals and/or minerals in solution, Five Percent (5%) of the proceeds received by Lessee from the sale of minerals and/or minerals in solution contained in and extracted from such effluents less costs of transportation and extraction.

Lessee shall pay to Lessor on or before the twenty-fifth day of each month the royalties accrued and payable for the preceding calendar month, or on or before the twenty-fifth day of the month next following that in which Lessee receives payment therefore from the purchaser thereof, whichever method may be chosen by Lessee from time to time, and in making such royalty payments Lessee shall deliver to Lessor statements setting forth the basis for computation and determination of such royalty.

Lessee shall not be required to account to Lessor for or to pay any royalty on Hot Water, Steam, Thermal Energy or Extractable Minerals produced by Lessee which is not utilized, saved and sold, or which is used by Lessee in its operations with respect to the well or the leased rights for or in connection with the developing, recovering, producing, extracting and/or processing of Hot Water, Steam, Thermal Energy and/or minerals in solution or in facilities for the generation of electric power, or which are unavoidably lost.

- 6. Use of Lease. Lessee shall have the right to drill such well or wells as Lessee may deem desirable for the exercise of the leased rights, including wells for injection or re injection purposes, and shall have the further right to dispose in any such wells waste brine, water and other substances, waste products from a well or wells, power plants or other facilities. Lessee shall further have the right for testing purposes, to freely transfer Leased Substances and Geothermal Resources and to inject such leased Substances and Geothermal Resources into well or into any wells developed pursuant to the leased rights.
- 7. Well Abandonment. In the event Lessor desires to abandon any well it has drilled on the premises, Lessee shall notify Lessor of the Lessee intention to do so, and if the Lessor within thirty(30) days after such notices elect to retain said well as water well or other purpose, and so notifies Lessee in writing of such intent, then Lessee shall not abandon such well and shall be freed of the obligations of abandoning same, and Lessor shall cause Lessee to be released from any abandonment bond posted by Lessee with respect to said well and Lessor shall concurrently post any new bond required for the same as required by any government agency.
- 8. Land Compensation. In return for actual surface use of leased land, if Producing Agricultural Lands are required by Lessee to be taken out of production, either temporarily or permanently for Lessee's operations, including but not limited to as a result of Lessee's use of water from the leased lands, Lessee shall compensate Lessor at the annual rate of Four Hundred Dollars (\$400.00) per acre for such lands so affected for the duration of their use. For greater clarity, if Lessee requires 2 acres of producing agricultural land, but its use impacts 10 acres, the rate would apply to the 10 acres. For these purposes any pipelines shall be deemed to require a 10 foot wide ground area. All pipelines shall be insulated as per typical project specifications and shall be colored according to industry norms or permit requirements as may be imposed. Lessee shall further be responsible for any costs associated with the redesign and/or relocation of structures or sprinkling equipment affected by Lessee's operations, which shall be redesigned and/or relocated according to current commercial agricultural standards, including burying feed lines to pivots at adequate depth to protect the same.

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- 10. Inspection by Lessor. Lessor, or its agents, at Lessor's sole cost and risk, may during normal hours of operation examine the working, installations, structures, or operations of Lessee constructed or undertaken pursuant to the leased rights, and may at reasonable times inspect the books and records of Lessee with respect to matters pertaining to the payment of royalties to Lessor.
- 11. Default Notice. Upon the violation of any of the terms and conditions of this Lease by Lessee (including but not limited to payment of rental, advance royalty and/or royalty) and the failure of Lessee, as to monetary matters, to make payment, and as to other violations, to begin in good faith to remedy the same, within sixty (60) days after written notice from Lessor so to do, specifying in said notice the nature of such default, then at the option of Lessor this Lease shall forthwith cease and terminate and all rights of Lessee in and to the well and the leased rights shall be at an end.
- 12. Termination. Notwithstanding any other provisions of this Lease, and in consideration of the payment made by the Lessee to the Lessor for the execution of this Lease, Lessee shall have the right at any time prior to or after default hereunder, to quitclaim and surrender to Lessor all right, title and interest of Lessee in and to the well and the leased rights, and thereupon all rights and obligations of the parties hereto one to the other shall cease and terminate, save and except as to any then accrued royalty or rent obligations of Lessee then payable, and except Lessee's obligations to restore the sump holes and excavations on the premises, as to which Lessee shall remain liable to Lessor.
- 13. Partial Ownership Interests. In the event Lessor at the time of making this Lease owns an interest in the leased land less than One Hundred Percent (100%) of the right, title and interest purportedly granted or leased hereby to Lessor, then any payments due Lessor hereunder shall be paid to Lessor only in the proportion which Lessor's Interest bears to a One Hundred Percent (100%) interest in the leased land. Notwithstanding the foregoing, should Lessor hereafter acquire any additional right, title or interest in or to the leased land, it shall be subject to the provisions hereof to the same extent as if owned by Lessor at the date hereof, and any increase in payments of money hereunder necessitated thereby shall commence with the payment next following receipt by Lessee of satisfactory evidence of Lessor's acquisition of such additional interest.
- 14. Title. Lessor hereby warrants and agrees to defend title to the leased rights and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, trust deeds or other liens or encumbrances existing, levied or assessed on or against the well or the leased rights, and in the event Lessee exercises such option, Lessee shall be subrogated to the rights of any holder thereof, and shall have, among other rights, the right of applying to the discharge of any such mortgage, tax or other lien or encumbrance any payments accruing to Lessor hereunder.
- by Lessee pursuant to this Lease. In the event any taxes are levied or assessed against the right to produce Leased Substances, or against any Leased Substances on or in the land associated with the well or the leased rights, or in the event any increase in the taxes levied or assessed against the well or the leased rights shall be based upon the production of Leased Substances from, or reserves of Leased Substances attributed to, the well or the lease rights, then in either such event Lessee shall pay One Hundred Percent (100%) of any such taxes or increase, as the case may be, and Lessor shall not be required to pay any part thereof.
- 16. Assignment. The rights of either party hereunder may be assigned in whole or in part, and the right and privilege to do so is hereby reserved by each party, and the provisions hereof shall extend to the heirs, personal representatives, successors and assigns of the parties hereto, but no change or division in ownership of the well, rights, rentals or royalties,

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however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no such change in ownership shall be binding upon Lessee until the expiration of thirty (30) days after Lessee is furnished with written notice of such transfer or assignment, together with a certified copy of the instruments of transfer or assignment. Lessee's right of assignment expressly includes the right to sublease all or any portion of its rights and obligations hereunder. Lessee must notify the Lessor, in writing, within 30 days of any assignment, however, Lessee will guarantee the performance of any assignee, unless released in writing by Lessor.

Force Majeure. The obligation of the Lessee hereunder shall be suspended and the terms of 17. this Lease shall be extended as the case may be, while Lessee is prevented from complying therewith, in whole or in part, by strikes, lockouts, riots, war or the results thereof, acts of God or the elements, fire, flood, accidents, delays in transportation, inability to secure labor or material in the open market, laws, orders, rules, or regulations of Federal, State, County, Municipal, or other governmental agencies, authority, or representative, or any other matter or condition beyond reasonable control of Lessee, whether or not similar to the conditions or matters herein specifically enumerated, or while litigation contesting Lessor's title to the well or the leased rights or the rights granted Lessee hereunder or litigation involving Lessee's operations hereunder shall be pending and undetermined or during any period when Lessee has no market for the products it is then capable of producing from the leased rights or the market price then available for such products will not produce an acceptable profit. For so long as any of the above circumstances continue to exist, Lessee, without impairment of its rights hereunder, shall be excused from performance of all obligations hereunder except payment of taxes, protection of the leased rights, keeping the premise clean and free from debris, and paying the sum of \$4.00 per acre per annum if conditions continue for a period of 6 months or more. It is expressly agreed that the prevention of settlement of any litigation or strike or labor disturbance shall not be considered a matter subject to Lessee's control within the meaning of this Paragraph.

If the permission or approval of any governmental agency is necessary before drilling or producing operations may be commenced pursuant to the leased rights, then if such permission or approval has been applied for at least thirty (30) days prior to the date upon which such operations must be commenced under the terms hereof, the obligation to commence such operations shall be suspended until ninety (90) days after the governmental permit is granted or approval given, or if such permit or approval is denied initially, then so long as Lessee in good faith appeals from such denial or conducts further proceedings in an attempt to secure such permit or approval and ninety (90) days thereafter. Lessor agrees to fully support and cooperate with Lessee in securing permits and authorizations to conduct geothermal operations on the leased rights, all costs of which shall be borne by Lessee.

18. All statements of production and royalty and all payments to be made because to be made because the person hereinafter set forth, at the address indicated:

COLAHAN ENTERPRISE INC. P.O. BOX 300 PAISLEY, OR 97636

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Lessee shall, upon written notification of change of ownership in the well or leased rights or in the rentals or royalties hereunder, as provided in Paragraph \_\_\_\_ above hereof, divide and distribute the same to the new owners of such interest; provided, 6 RECEIVED BY OWRD

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however, that if at any time there are three or more persons entitled to rentals or royalties hereunder, Lessee may, at its option, withhold payment of such rentals or royalties until a majority in interest of such persons designate in writing in a recordable instrument delivered to Lessee, a bank, trust company or corporation, as a common agent and depositary, to receive all payments due hereunder to such persons. Such designation may be changed at any time in the same manner. Delivery of all statements and payments hereunder may be made by depositing same in the United States mail duly addressed to Lessor at the above address or addresses or to such agent and depositary, which shall constitute full performance of Lessee's obligation to make such delivery.

- Notice. Any notice herein required, or permitted to be given, or furnished by one party to the other shall be in writing. Delivery of such written notice to Lessor shall be made in person, by depositing the same in the United States mail duly certified or by express delivery and addressed to Lessor at P.O. BOX 300 PAISLEY, OR 97636 and delivery of such written notice to Lessee shall be made in person, by depositing the same in the United States mail duly certified or delivered by express delivery and addressed to Lessee at P.O. BOX 691 ALTURAS, CA 96101. Either party hereto may by written notice to the other party change its address to any other location.
  - 20. Definitions. For the purposes of this Lease the following definitions shall apply:
  - The terms "Hot Water", "Steam" and "Thermal Energy", collectively referred to as "Energy Produced", each shall mean natural geothermal water and/or steam, and shall also mean the natural heat of the earth and the energy present in, resulting from or created by, or which may be extracted from, the natural heat of the earth or the heat present below the surface of the earth, in whatever form such heat or energy naturally occurs:
  - The term "Extractable Minerals" shall mean any minerals in solution in the well or effluents and all minerals and gases in solution or in the effluents produced from or by means of the well or any well or wells developed in exercise of the leased rights or by means of condensing steam or processing water produced from the effluents from any such well or wells. Said terms shall also include any water so produced or obtained from condensation or steam; provided, however, that the term "gases" shall not include hydrocarbon gases that can be produced separately from the well effluents:
  - The term "Leased Substances" shall collectively mean the matter, substances and resources defined in subparagraphs 18(a) and 18(b) that are subject to this Lease;
  - The term "Geothermal Resources" shall collectively mean the matter, substances and resources defined in subparagraph 18(a) and 18(b) that are not subject to this Lease but are located on adjacent land or lands in reasonable proximity thereto:
  - The term "Actual Revenues" shall mean the sum of those gross sales derived from the sale of electricity generated from the premises, together with production incentives, carbon credits, green tags, and other quantifiable benefits, that now exist or may exist at some future time, that accrue from use of the geothermal resources or production of electricity from the leased premises, and less third party wheeling costs to disseminate the electricity generated from the premises.
  - The term "Producing Agricultural Lands" shall mean all crop lands, irrigated lands, or grazing lands (which may or may not be irrigated), holding facilities, operational facilities.

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- 21. Severability. In the event any part or portion or provision of this instrument shall be found or declared to be null, void or unenforceable for any reason whatsoever by any Court of competent jurisdiction, then and in such event only such part, portion or provision shall be affected thereby, and such finding, ruling or decision shall not in any way affect the remainder of this instrument or any of the other terms or conditions hereof, which said remaining terms and conditions shall remain binding, valid and subsisting and in full force and effect between the parties hereto, it being specifically understood and agreed that the provisions hereof are severable for the purposes of the provisions of this clause. In this connection, this Lease shall not in any event extend beyond such term as may be legally permissible under present applicable laws, and should be any such applicable law limit the term hereof to less than that herein provided, then this Lease shall not be void but shall be deemed to be in existence for such term and no longer.
- 22. Exclusive Rights. Subject to the Water Rights associated with the premises which are wholely and exclusively retained by the Lessor and the Lessee's obligations hereunder, including the obligation to re inject all geothermal fluids produced after they are used for the production of electricity and Lessor's uses, Lessee shall have the exclusive rights to all Leased Substances and to all power production from Leased Substances on and/or from leased land during the term hereof, subject only to payment of the rents and royalties to Lessor as set forth herein, and other rights and uses as set forth herein.
- 23. Counterparts. This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease and the execution of one counterpart by any party Lessor shall have the same force and effect as if such party had signed all the other counterparts.
- 24. Binding Effect. This Geothermal Lease and Agreement and all of the terms, covenants and conditions hereof shall extend to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.
- 25. Memorandum of Lease. This lease agreement shall not be recorded. Lessee and Lessor shall, concurrently with execution of this lease, execute and cause to be acknowledged a Memorandum of Geothermal Lease and Agreement approved by Lessee and Lessor, which Memorandum shall be recorded in the official records of the county in which the leased land is located.
- 26. This lease and agreement shall be interpreted, governed by and construed under the laws of the state of Oregon, without consideration of any conflicts of law between the location of the parties or states of domicile thereof.

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IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date hereinabove first written.

On behalf of,

COLAHAN ENTERPRISES INC.

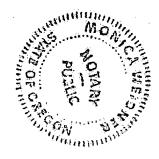
Lessor

County of Modoc,









On behalf of,

SURPRISE VALLEY ELECTRIFICATION

CORP.

Daniel Silve da, General Manager

Lessee

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On this 24th day of September, 2010 before me,

the undersigned Notary Public, personally appeared Daniel W. Silveria

( ) personally known to me

A) proved to me on the basis of satisfactory evidence to be the person(s) whole name(s) Daniel W. Silveria subscribed to the within instrument, and acknowledged that Daniel W. Silveria, executed it.

WITNESS my hand and official seal.

mera Well Notary's Signature

Commission Expires:

On this 24th day of September, 2010, before me,

the undersigned Notary Public, personally appeared

( ) personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whole name(s) Erin K. Douglas subscribed to the within instrument, and acknowledged that Erin K. Douglas executed it.

WITNESS my hand and official seal.

Much Notary's Signature

Recording requested by and when recorded mail to:

Re-Recorded to and Exhibit H- MOTILIANS

<del>49711101</del> 49711742

Surprise Valley Electrification Corp.

Attn: Daniel W. Silveria P.O. Box 691 Alturas, CA 96101

Re-Reendesto Correct Exhibit A'

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MEMORANDAM OF GEOTHERMAL LEASE AGREEMENT

THIS MEMORANDUM OF GEOTHERMAL LEASE AGREEMENT (this "Memorandum") is made and entered into as of Soft 24.2010, 2010, by and between COLAHAN ENTERPRISES INC., P.O. Box 30® Paisley, OR 97636 "Landowner" and SURPRISE VALLEY ELECTRIFICATION CORP., a Rural Electric Cooperative, Incorporated under IRS 501(c)(12), P.O. Box 691, Alturas, CA 96101 ("Lessee"), with reference to that certain unrecorded Geothermal Lease Agreement for Colahan Enterprises Inc. dated 2012 (Assessor's Parcel No.'s 33S18E-203, 33S18E-801, 33S18E-802, 33S18E-1200, 33S18E-1300 (sec 23), 33S18E-1303, 33S18E-1300 (sec 24), situated in Lake County, Oregon, more particularly described on Exhibit A.

Any capitalized terms used and not defined herein shall have the meaning given such terms in the Lease.

Notice is hereby given that, pursuant to the Lease, Landowner has leased the real property described in Exhibit "A" attached hereto and incorporated herein to Lessee for the sole and exclusive right to utilize the leased rights, including but not limited to the right to explore for, drill for, test, develop, operate produce, extract, take, remove, or sell Hot Water, Steam, and Thermal Energy, and Extractable Minerals, and to store, utilize, process, convert and otherwise treat such Hot Water, Steam and Thermal Energy, and to extract any Extractable Minerals during the term hereof and to transport same, and to inject or reinject effluents into the well or any wells drilled pursuant to the leased rights; or inject water, gas or other fluid or substances by artificial means into formations containing Hot Water, Steam, or Thermal Energy as agreed to in the body of the lease agreement.

The initial term of the Lease shall be for five (5) years from and after the date hereof, referred to as the "Primary Term", and so long thereafter as electricity is produced in commercial quantities from the well or through the leased rights, or lands, and for so long as Lessee is prevented from producing same, or the obligations of Lessee hereunder are suspended, for the causes hereinafter set forth, or this Lease is continued in force by reason of any other provision hereof.

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G-18594

M0711743 -M0711423 -H0711102

Landowner and Lessee hereby ratify and adopt the Lease, and agree to be bound by all of the terms and provisions thereof.

This Memorandum and the Lease, and all of the terms and provisions hereof and thereof shall run with the land and shall be binding upon and inure to the benefit of the Landowner and Lessee and their respective successors and assigns.

Reference is hereby made to executed copies of the Lease in the possession of the Landowner and Lessee, respectively, for all of the terms and provisions thereof, and such terms and provision s are incorporated herein and made a part hereof in all respects as though fully set forth herein. This Memorandum is prepared for the purpose of recordation only, and in no way modifies the terms or provisions of the Lease. If there is any inconsistency between this Memorandum and the terms and provisions of the Lease, the terms and provisions of the Lease shall control. This Memorandum may be executed in multiple counterparts, all of which shall constitute one and the same Memorandum.

(SIGNATURES ON NEXT PAGE)



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IN WITNESS WHEREOF, Landowner and Lessee have executed this Memorandum as of the date first set forth above. On behalf of, On behalf of. COLAHAN ENTERPRISES INC. SURPRISE VALLEY ELECTRIFICATION CORP. Daniel W. Silveria, General Manager RECEIVED BY OWRI DEC 04 2017 On this 24 day of Lept, 2010 before me, SALEM, OR State of California County of Modoc Let the undersigned Notary Public, personally appeared Daniel W. Silveria OFFICIAL SEA () personally known to me () proved to me on the basis of satisfactory evidence **MONICA WEIDNER** NOTARY PUBLIC-OREGON COMMISSION NO. 448732 MY COMMISSION EXPIRES JUNE 12, 201 to be the person(s) whole name(s) Daniel W. Silveria MECENTED

June 12, 2014

JAN 02 2018

ONRD subscribed to the within instrument, and acknowledged that Daniel W. Silveria, executed it. WITNESS my hand and official seal. Commission Expires:\_\_ on this 24 day of fept, 2010, before me, State of Oregon County of Lake the undersigned Notary Public, personally appeared Erin K Douglas OFFICIAL SEA ( ) personally known to me MONICA WEIDNER Diproved to me on the basis of satisfactory evidence to be the person(s) whole name(s) subscribed to the within instrument, and acknowledged that executed it. WITNESS my hand and official seal, Nothery's Signature
Commission Expires: June 12,20/4

STATE OF OREGON, COUNTY OF LAKE Reel 7/ File //O/
Lhereby certify that the within document was received and filed for record this 34 day of
G-18574

Commission	Expires:	

## EXHIBIT A

M0711745

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Lands located in Lake County. Oregon

DEC 04 2017

Tax Lot #33S18E000130000 and 33S18E000130300
Township33 South, Range 18 East of the Willamette Meridian

SALEM, OR

Section 23: NF 4 SF 4 NW 2 SF 4 SW 4 SW 4 SP 4 SP 4 SP

NE ½, SE ¼ NW ¼, SE ¼ SW ¼, SW ¼ SE ¼ excepting deed recorded in Book 53 at page 635 of Record of Deeds

N 1/2 SW 1/4

That portion of NE ¼ SE ¼ of said Section 23 lying North of the Chewaucan River, excepting therefrom that portion of said NE ¼ SE ¼ contained in a deed from Northwest Townsite Company to Kittie Loveland recorded in Book 52 at page 593 of the Record of Deeds.

Section 24:

N 1/2 NE 1/4, NW 1/4, excepting a tract of land conveyed to State of Oregon in Book 79 at page 395 of Record of Deeds and highway right-of-way.

That portion of NW ¼ SW ¼ of said Section 24 lying North of the extension of Mill Street in Paisley, Oregon, excepting therefrom those tracts of land heretofore conveyed by Northwest Townsite Company and its predecessors in interest recorded in Book 44 at Page 95, Book 51 at pages 10, 432 and 549; Book 52 at page 593; Book 53 at page 147; Book 56 at page 504; Book 62 at page 386 of the Record of Deeds Section 26:

NW WNW W

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Tax Lot # 33S18E000120000

SW 1/4 SW 1/4 of Section 23, Township 33 South, Range 18 East, Willamette Meridian.

JAN 02 2018

## Tax Lot #33S18E24C0010000

All that tract or parcel of land in Sections 23 and 24, Township 33 South, Range 18 Bast of the Willamette Meridian, bounded band described as follows: Beginning at a point on the section line between said sections 23 and 24 South 0 degrees 14 minutes West, 550.84 feet from the quarter corner between said sections 23 and 24, and 15 feet from the mill race of the Chewaucan Mills, thence parallel and 15 feet from said Mill race, North 32 degrees 25 minutes East, 121.95 feet; thence North 40 degrees 45 minutes East, 67.20 feet; thence North 54 degrees 54 minutes East, 85 feet; thence North 74 degrees 16 minutes East, 62.90 feet to a flood channel of the Chewaucan River South 15 degrees 44 minutes East, 27.20 feet; thence southwesterly along the bank of said flood channel to said section line; thence along the north bank of the river westerly about 75 feet; thence North 51 degrees 39 minutes East 73 feet, more or less, to a point and place of beginning, containing one acre, more or less.

#### Tax Lot #33S18E000139900

A parcel of land lying in the 8 ½ of the NW ¼ of Section 24, Township 33 South, Range 18 East, Willamette Meridian, Lake County, Oregon, and being that property described in that deed to Ross A. Colahan, recorded in Book 205, Page 230 of Lake County Record of deeds. (Which deed references a prior deed, to the State of Oregon, recorded in Book 79, Page 395 of the Lake County Record of Deeds.)

EXCEPTING and otherwise excluding, that certain real property described as Tax Lot #33S18E24C0070000 in the property tax records of Lake County, Oregon.

AND EXCEPTING those mineral rights accruing to the following real property parcels that are otherwise retained by the United States of America.

Tax Lot #33S18E000080100 and 33S18E000080200

Township 33 South, Range 18 East of the Willamette Meridian

Section 14: SE 1/4 SE 1/4

Section 23:

NE 14 NW 1/4

Tax Lot #33S18E000020300

Township 33 South, Range 18 East of the Willamette Meridian

Section 13:

W 1/2 SW 1/4 SW 1/4

Section 13:

SE 4 SW 4 SW 4

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State of Oregon as. Reel 7
County of Lake as. File /742

I hereby certify that the within instrument was received and filed for record on the day of /0/20 /0

6:30 o'clock M and recorded on page 487 in book 277 record of 1995, of said County for the county Clerk

Ey Manual Halane County

JAN 02 2018

**OWRD** 

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DEC 04 2017

SALEM, OR

ATTACHMENT D
Property Deed

form Na ASI = PARISHY CHES. 30310		CEAR STANKEN	
no d Know ALL Men by these presents,	That WOSE H. (2)	namen and DORIS COLAR	735
- husband and wife-	ing called the frantes	for the consideration becelu	offer stated,
to fender paid by College Extraprises, THE	an Oregon corpo	ration havinallar collad	
does hereby frust, bussels, and convey unto the s certain real property, with the lemments, bureditament untol in the County of Take	in cost apprendensative i	ted's helis, encresons and a thereanto belonging as appu	nigor, that laided, cit-
Township 33 South, Range 18 East of Section 23: NEt, SERMA, SERMI, ST at page 635 of Record	Hast excepting d	eridian eed recorded in Book	S3
Nich parties of Meisel That parties of Meisel Chevavan Miver, except contained in a deed for Loyeland preopled in Mi Section 24: Nicel, Schuck, wai, or of Oregon in Book 79 at the Book 79 at	ting therefrom the Routinest Tree ook 52 at page 59 centing a tract o	at portion of said NE site Company to Aitti 3 of the Resord of De 1 land conveyed to St	iseł :ds. :to
right of way. That portion of MNISM: extension of MILI Street those tracts of land he company and its predect tage 95, hook 51 at pag Book 53 at page 147, he the Record of Deeds.	of gaid Section of in Taioley, O metofore conveye magnetia interes yes 10, 432 and S	24 lying Sorth of the regon, excepting ther d by Sorthwest Townsi t recorded in Book 44 49; pook 52 at page 5	afxon to at 33;
Section 26: NWINE) SUBJECT TO all reservations, restrict apparent on the ground, including, but not cool, oil and other nub-marging with the cool	limited to, rese	rvation of ope-half of	E all gae,
To Here and to Hold the same units the said of And said granter hereby corenents to end with granter is levitally select in see simple of the above granted premises and every part and posted thereof of ever, except those claiming under the chare electrical of the beauty, intend the said catala consideration paid for the Officerory, the actual consideration excepts of ar inchite whole, consideration (indicate which). In constraing this deed and where the content of TRIVESS granter opensy this Lett day	said frontes and greatest premises, from and that greater we called the languages, to brancher, stated in the second property are chest property a required, the ringuist	tices heirs, successed and a from all encumbrances  Ill windows and forever deims as and demands of letters, is \$ 1.00 or proving a value fiven or proving a matulas the plure!	d the above
Hoss Haldan			· · · · · · · · · · · · · · · · · · ·
_ Dariel Colahan	تسبيب مريشيرور	<del>, , , , , , , , , , , , , , , , , , , </del>	<del></del>
STATE OF OREGON, County of Lake Rose	) sz _YColaban_and l	Ofice L. I	., 19.8/_ Lond
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After remailing attempted	reconcier lace	page 275 or as docume	
Colhen Enterprises, Inc.		instruerent/microtitm No Record of Deeds of said con	
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Colaban Enterprises, Inc.	1013.10 Per	Haren O'Connor	Ca. Clus
Paisley, Gregon 97636	:	by	Deputy

JAN 02 2018

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SALEM, OR

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JAN 02 2018

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SALEM, OR

ATTACHMENT E
Well Logs

## **LAKE 52530**

DEC 04 2017

SALEM, OR

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WELL INFORMATION REPORT

11/16/2000

## **LAKE 52530**

## LITHOGRAPHIC DESCRIPTION OF OIL OR GAS WELL

(Not required if a mud log is submitted)

STATE OF OREGON • DEPT OF GEOLOGY & MINERAL INDUSTRIES • 229 BROADALBIN ST SW • ALBANY OR 97321

(In compliance with rules and regulations pursuant to ORS 520.)

(1) Permittee Information

Name	Surprise Valley Electrification Corp.
Mailing Address	516 US Hwy 395 E
City/State/Zip	Alturas, CA 96101
Telephone	530.233.3511
Fax	530.233.2190
Email	lynnsvec@frontier.com
Prepared by	Lynn Culp, Silvio Pezzopane, Roy Mink, Kyle Makovsky

(2) Well Information

Well No. SVE #1 DOGAMI ID No. 36-037-90009 Lake 448

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JAN 02 2018

SALEM, OR

General Manager

5/29/2012

Signature

Title

**OWRD** 

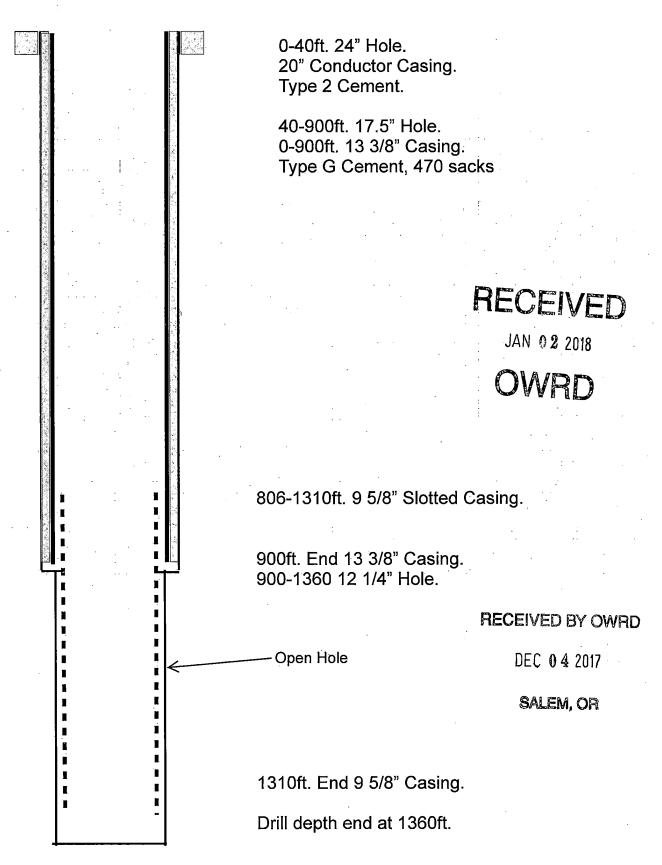
Date

(3) Well Cuttings

Depth		Description								
Fram To										
: 0	40	Brown clay soil and gravelly sand								
40	75	Brownish-grey rounded mixed volcanic (basalt, rhyolite, andesite, tuff, pumice) gravel, qtz-rich sand								
75	105	Grey quartz-rich sand, with thin brown and grey clay beds, Water Bearing (WB)								
105	150	Greyish-brown mixed volcanic gravel, qtz-sand, and clay, WB								
150	165	Brown mixed volcanic (basalt, rhyolite, andesite) gravel, rounded sand and clay								
165	175	Brown clayey sand and mixed gravels								
175	225	Blackish grey basalt gravel, w/ sand and clay beds, WB								
225	240	Blackish grey to brown basalt and andesite gravel, and sand								
240	305	Varicolored mixed volcanic (basalt, rhyolite, andesite, tuff) gravel and sand, w/ brown clay beds								
305	360	Brown gravelly sand and brown clay beds								
360	390	Varicolored (grey, brown, black, red, green) basalt, rhyolite, andesite gravel, sand, and brown clay, WB								
390	415	Brownish grey and red volcanic gravel, sand, and clay, WB								
415	435	Varicolored mixed volcanic gravel (basalt, rhyolite, andesite, tuff), rounded, reddish brown sand and clay								
435	490	Varicolored coarse volcanic gravel, rounded, red to brown sand, brown sticky clay beds								
490	530	Varicolored volcanic pebble gravel, rounded, w/ sand and reddish brown sticky clay								
530	540	White calcite, black and grey basalt andesite, red rhyolite, red and grey tuff w/ brownish red sticky clay								
540	575	Red sticky clay ash, vesicular and fiberous pumice clasts, minor sand, grey pebbles								
575	640	Red and grey tuffs w/ altered vesicles, minor grey to greenish to black basalt, andesite, rhyolite, WB?								
640	675	Red rhyolite tuff and grey andesite w/ altered vesicles, greenish basalt, blades of calcite								
675	715	Light grey basalt, reddish brown and green alteration stains, altered vesicles, pyrite, euhedral calcite and quartz								
715	715	Light greyish green rhyolite, reddish brown to dark purple basalt?, altered vesicles, pyrite, calcite and quartz								
715	795	Dark greenish grey andesite?, dark purplish brown basalt, minor light red and white tuff, rare euhedral quartz								
795	870	Dark grey to brown basalt w/ white pumice chunks, rare red and white tuff cinders, rare euhedral quartz								
870	905	Dark greenish grey to dark purplish brown basalt, few pumice, rare euhedral and calcite quartz								
005	020	Grey to white calcite flakes, possible fracture zone?								
905	920	no rock data - lost circulation, samples floated up during trip out								
920	950	Brown sticky slick clay ash, large (<2 cm dia.) euhedral calcite chunks, red cinders and pumice, dries hard								
950	1000	Purple, grey, and brown lithic tuff, poorly-welded?, soft waxy, sticky ashy clay, small calcite and quartz crystals								
1000	1050	Green, grey, and brown andesite, alteration stains, red lithic tuff, cinders?, large euhedral calcite and quartz crystals								
1050	1080	Dark greenish grey andesite, reddish purple stains, hard, fine-grained, large euhedral calcite flakes (fractures?)								
1080	1100	no data - no returns								
1100	1100	Red, grey, white, and brown lithic tuff or volcaniclastic sediment (depth uncertain, samples floated up during cleaning)								
1100	1120	no data ~ no returns - lost circulation								
1120	1120	Dark greenish grey andesite, reddish purple clay? stains, hard, fine-grained, red lithic tuff w/ euhedral quartz crystals,								
1120	1120	(depth uncertain, sample picked out of the drill collar)								
1120	1133	no data - no returns								
1133	1133	Reddish brown, lithic tuff, poorly-welded?, sticky clay, dries hard, small calcite and quartz crystals (depth uncertain,								
Ĺ		sample stuck to the drill bit face)								
1133	1235	no data - no returns								
1235	1315	Dark greenish grey andesite, red lithic tuff, euhedral quartz crystals, (depth uncertain, sample stuck to the bailer)								
1315	1360	no data - no returns								
1	1360	- Total Depth								

T\_11860\_COLAHAN\_PAISLEY\_WELL\_SVE1\_LITHOLOGY REV. 08/05/03

# Surprise Valley Electric Well #1 Lake 4448 Completion Diagram



## SUMMARY REPORT - OIL OR GAS WELL STATE OF OREGON • DEPT OF GEOLOGY & MINERAL INDUSTRIES • 229 BROADALBIN ST SW • ALBANY OR 97321

(In compliance with rules and regulations pursuant to ORS 520.)

Name	Surprise Valley Electrification Corp.
Mailing Address	516 US HWY 395 E
City/State/Zip	Alturas, CA 96101
Telephone	530.233.3511
Fax	530.233.2190

<u>lynnsvec@frontier.</u>com

Lynn Culp

(2) Well Information	on	
Well No.	SVE #1	
DOGAMI ID No.	Lake 4448	
Drilling Commenced	April 26, 2011	
Drilling Completed	October 4, 2011	
Date P & A	February 8, 2011	· · · · · · · · · · · · · · · · · · ·
Total Depth	1360 ft	DECENT
Redrill Depth		NEULIVEL
Logs Run		1AM 0 0 2040

OWRD

General Manager

Signature

(1) Permittee Information

Email

Prepared by

Title

Date

(3) Casing Record

Size of Hole	Size of Casing	Weight (pounds per foot)	Grade/Type	Depth -	Type and Amount Cement	t of
24"	20"	65	A53B	40ft	Type 2	
17.5"	13 3/8"	54	J55	900ft	Type G	470 sk
12.25"	9 5/8"	36	J55	1360ft		bbls.
						bbls.

(4) Plugs & Junk

(4) riugs a Julik	•		<u> </u>	·
Plugs / Junk		Geological Marker		Depth
		-		
		-		
		<del></del>		•

(5) Perforations or Liner

Size of Casing	From	Tó	Shots/ft.		Method of Perforating	
C 7 . 18% - 1		100 100 100 100		Jet	Bullet	Slotted Line
9 5/8"	806'	1310'				2.5" slots 6" centers
						· · · · ·
				,		

(6) Initial Production

١.	<del>0,</del>							
	Date	Clean Oil (bbl/day)	Gravity	Percent Water	FTP	FCP	SITP	SICP

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OILGASSUMMARYREPORT#1 Rev. 08/05/03

## **LAKE 52529**

DEC 04 2017

SALEM, OR

									WELL I.D. # I	·		
(1) LANI			ok cons		Well Nu	ımber <u>SV</u>	ена	(9) LOCATION O	F WELL by legal	description:		
Address				-				Township 33.5	Latitude SN or (\$) Range	IRE	ongituae	
				State C	R	Zip	97636	Samina 23	N ON SICE IN 1/4_		EBOT W.	WM.
(2) TYPE												
W New We	ינטני ווי	MUKR Deenen	ing □Alte	ration (recei	r/recondit	ion) []Ab	andonment		LotBloc			
		_		- Contract				Street Address of V	Vell (or nearest address SE COLDEL OF	0,665 tt	<u>N 3 1/t/</u>	STW
(3) DRIL				OA						SECHOL		
Other_			Mud 🗆 C	-4016 LI A	aRes		•	(10) STATIC WATI			Date	
									ib. per:	square inch	Date	
(4) PROP			.: unity 🏻 Ind	lustrial 🗆	Irrigatio	<b>3</b> 61		(11) WATER BEAD				
			n 🗆 Liv					(II) WATER BEAT	ding Zones:			
			NSTRUC					Depth at which water v	vas first found	· <del>· · · · · · · · · · · · · · · · · · </del>		
Special Co	กรtruc	ion app	roval 🗆 Yes	□ No De	oth of Co	ompleted W	FII <u>19</u> 60 U	From	To	Estimated F	low Rate	SWL
Explosives	used	□ Yes [	□ No Type		Aı	mount			<del></del>			
	OLE	:		SEAL		÷			_			
Diameter 1	Prom	. TB-	Material	l From	Ть	Secks or p	ounds					
	0	1260	<del></del> -	0	495		<del></del>					
								(12) WELL LOG:				
How was se	cal pla	ced:	Method		В	C D	□ E		ind Elevation	. <u> </u>		
Other _					<u> </u>	<del></del> :		7400			1 =	
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Gravel plac				n	Size of	gravel		<del> </del> -		<del></del>		<u> </u>
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Casing:		1	+		6	_	ä	See or pro-	<u>ea</u>			<del>  </del>
13-	3/8/1	10	495			ō				<del></del>	<del> </del>	<del>                                     </del>
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Liner:				🗆			. 🗆			RF(		
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Drive Shoe	used	lnsid	e 🗌 Outsid	ke 🔲 None			•			h.	000	40
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		Slot			Tele/pi				<del></del>		VII	
From	To ,	size	Number	Diameter	stre i	Caring						<b> </b>
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			<del> </del>			_		<del> </del>	<del></del>			
		_	<del></del>		<del></del>			Date stand			<del></del>	
(8) WELI	, TES	TS: M	linimum t	esting tim	e is 1 h	our Fice	wing	Date started	Com	pleted		
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Yield gal	/mia	Dra	wdown	Drill su	en at	1	Masse	SOURCE O				
						1	hr,	SOURCE O	PDATAIN	IFU		
~ 2,000	<u> </u>							Bu . =	-1107.0			
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Was a water				By who				001/5" 55	D)/ 1		<del></del>	
			ter not suitab			) DT	bo little	COMPILED				
			Odor 🗆						OWRD	Grounder	aber Sec	tion_

WELL INFORMATION REPORT

11/16/2000

aa July ao14

## **LAKE 52529**

## LITHOGRAPHIC DESCRIPTION OF OIL OR GAS WELL (Not required if a mud log is submitted)

STATE OF OREGON • DEPT OF GEOLOGY & MINERAL INDUSTRIES • 229 BROADALBIN ST SW • ALBANY OR 97321

(In compliance with rules and regulations pursuant to ORS 520.)

(1) Permittee Information

Name	Surprise Valley Electrification Corp.		
Mailing Address	516 US Hwy 395 E.		
City/State/Zip	Alturas, CA 96101		
Telephone	530.233.3511		
Fax	530.233.2190		
Email	lynnsvec@frontier.com		
Prepared by	Lynn Culp, Kyle Makovsky, Roy Mink, Silvio Pezzopane		

(2) Well Information

SVE #2 Well No. DOGAMI ID No. 36-037-90027 Lake 1628

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DEC 04 2017

General Manager Title

Signature

(3) Well Cuttings

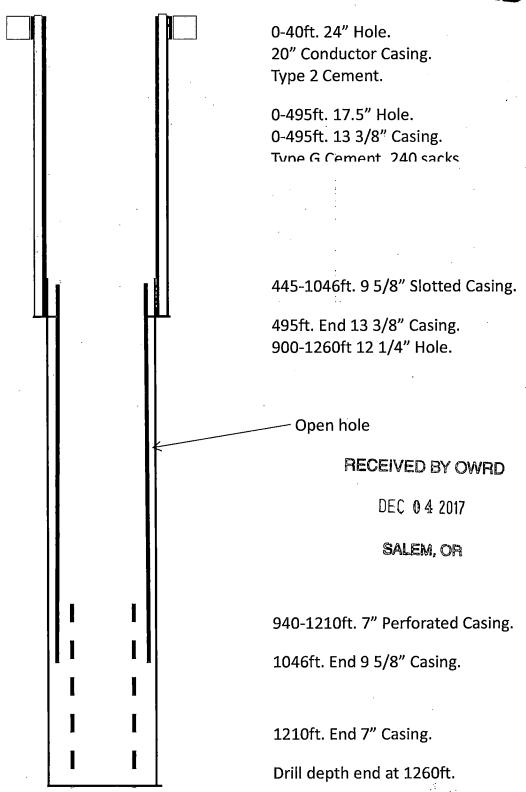
Depth		Description					
From To							
0	40	Brown clay soil and gravelly sand					
40	60	Light brown ash fragments, reddish rhyolite, black basalt, minor calcite/quartz					
60	80	Light brown/grey ash, red rhyolite, black basalt, cinders, rounded grains, black and red cuttings magnetic					
80	105	Light grey/brown ash, red rhyolite, black basalt, rounded grains, chert and obsidian magnetic					
105	125	Light grey/brown ash, red rhyolite, black basalt, rounded grains, purple, orange alteration, green stone					
125	155	Grey/brown ash, red rhyolite, black basalt, rounded grains, black and grey chips magnetic, light tan pumice fragment					
155	185	Grey/brown ash, red rhyolite, black basalt, magnetic, white/grey pumice green stone, minor alteration stains					
185	210	Grey/brown rhyolite, red rhyolite with alteration, black basalt, white/grey pumice					
210	245	Grey/brown rhyolite, red rhyolite, black basalt, light brown pumice					
245	300	Grey/brown rhyolite, red and brown rhyolite, black basalt, pumice, rounded grains					
300	340	Brown/grey rhyolite, rounded w/ some alteration, light grey tuff, black basalt/rhyolite; light grey tuff, feldspar chips					
340	360	Grey/light brown rhyolite, dark grey/black rhyolite, light red/yellow altered rhyolite, some chips rounded					
360	410	Grey/brown rhyolite, dark grey/black basalt, light red/yellow altered rhyolite, grey/white pumice, rounded pebbles					
410	420	Black basalt, light brown rhyolite, some alteration					
425	430	no data - no returns					
435	460	Black basalt, light brown/grey rhyolite, red altered rhyolite					
460	465	Fine sand of light brown/grey rhyolite, black basalt/rhyolite; light brown/red altered rhyolite					
465	475	Light brown/grey rhyolite, black basalt/rhyolite, yellow/red altered rhyolite					
475	490	Large amount fine sand, smaller cuttings are same as above with white alteration/pumice					
490	510	Altered tuff, light grey to reddish brown to dark brown, waxy texture, amorphous silica present					
510	530	no data - no returns					
530	565	Dark to light gray basalt, andesite, white and green alteration minerals					
565	620	Porphyritic basalt and andesite, pink/dark green/white alteration, opaline quartz, amorphous silica, calcite rhombs					
620	695	Dark gray, green, purple, and red basalt, amorphous silica, euhedral quartz, and calcite in vesicles					
695	710	Porphyritic andesite, opaline guartz					
710	790	Gray green and red basalt, altered, fibrous banded white mineral, calcite rhombs, crystalline and opaline quartz					
790	800	Olivine rich basalt, little alteration					
800	815	Porphyritic andesite and basalt rock, highly altered, clear crystalline quartz, banded alteration					
815	845	Amygdaloidal basalt, amygdules are green, white banded, botryoidal texture, calcite grains					
845	890	Gray basalt, little to no alteration					
890	905	Vesicular/amygdaloidal basalt, high amount of crystalline quartz filling vesicles					
905	920	Basalt with pyrite mineralization					
920	930	Gray basaltic andesite					
930	960	Gray/red/purple basalt, calcite rhombs, some amygdaloidal calcite					
960	1010	Dark gray and green basalt, calcite rhombs					
1010	1070	Highly altered vesicular/amygdaloidal basalt, pyrite mineralization, dark green/white/pink alteration minerals					
1070	1260	no data - no returns					
	1260	- Total Depth					

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T\_11860\_COLAHAN\_PAISLEY\_WELL\_SVE2\_LITHOLOGY REV. 08/05/03

JAN 02 2018 **OWRD** 



Surprise Valley Electric Well #2 Lake 1628

**Completion Diagram** 

6-18594

## SUMMARY REPORT - OIL OR GAS WELL STATE OF OREGON • DEPT OF GEOLOGY & MINERAL INDUSTRIES • 229 BROADALBIN ST SW • ALBANY OR 97321

(In compliance with rules and regulations pursuant to ORS 520.)

(1) Permittee	Information
Name	Surprise Valley Electrification Corp.
Mailing Address	516 US HWY 395 E
City/Ŝtate/Zip	Alturas, CA 96101
Telephone	530.233.3511
Fax	530.233.2190
Email	lynnsvec@frontier.com
Prepared by	Lynn Culn

(2) Well Information	on	
Well No.	SVE #2	
DOGAMI ID No.	Lake 1628	
Drilling Commenced	April 26, 2011	
Drilling Completed	February 9, 2012	
Date P & A	May 2, 2011	
Total Depth	1260 ft	RECEIVEL
Redrill Depth		
Logs Run		JAN 02 2018
10 mm m m m m m m m m m m m m m m m m m		
-		OWRD

General Manager

Signature Title Date

(3) Casing Record

Size of Hole	Size of Casing	Weight (pounds per foot)	Grade/Type	Depth	Type and Amount of Cement		
24"	20"	65	A53B	40ft	Type 2		
17.5"	13 3/8"	54	J55	495ft	Type G	240 sks	
12.25"	9 5/8"	. 36	J55	1046ft			
,	7"	23	K55 LT&C	1210ft		bbls.	

(4) Plugs & Junk

Plugs / Junk	Geological Marker Depth
·	
	•
. ,	

(5) Perforations or Liner

Size of Casing	From	То	Shots/ft.	Method of Perforating				
Size of Casing	FIOILL		311013/11.	Jet	Bullet	Slotted Line		
9 5/8"	445'	1046'				2.5" slots 6" centers		
7"	940	1210		-		.5" holes/40 holes per ft		

(6) Initial Production

Date	Clean Oil (bbl/day)	Gravity	Percent Water	FTP	FCP	SITP	SICP

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SALEM, OR

OILGASSUMMARYREPORT#2 Rev. 08/05/03

\$1,340.00

\$2,450.00

\$700.00

1

Base Application Fee for use of Ground, Surface and optionally Stored Water.

Number of proposed cubic feet per second (cfs) to be appropriated.

(1 cfs = 448.83 gallons per minute)

| (1 cfs = 448.83 gallons per minute)
| Number of proposed Use's for the appropriated water.
| (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) \*
| Number of proposed Ground Water points of appropriation. (i.e. number of wells)
| (include all injection wells, if applicable) \*\*
| Number of Acre Feet to be stored in a reservoir/pond from Ground Water.

Permit Recording Fee. \*\*\* \$520.00

\* the 1st Water Use is included in the base cost.

\*\* the 1st Ground Water point of appropriation is included in the base cost.

\*\*\* the Pormit Recording Foe is not required when the application is culposited but must be paid before a partitivial be issued. It is fully Recalculate:

\*\*\* 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.

Estimated cost of Permit Application \$5,010.00

OWRD Fee Schedule

Fee Calculator Version B20170117

Today's Date: Tuesday, December 5, 2017

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