

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 (www.oregon.gov/owrd/law). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$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 public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

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

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$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 any terms, limitations or conditions that the Department deems appropriate.

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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.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: well development
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: storage of groundwater in a reservoir
- SECTION 7: use of stored groundwater from the reservoir
- SECTION 8: project schedule
- SECTION 9: within a district
- SECTION 10: remarks

Attachments:

- Land Use Information Form with approval and signature of local Planning Department (*must be an original*) or signed receipt
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. Example: **A copy of the deed, land sales contract or title insurance policy.**
- Fees - Amount enclosed: \$2210
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

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

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- Indicate the area of use by Quarter/Quarter and taxlot clearly identified
- 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)

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Application for a Permit to Use Groundwater



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME OTL Properties 1, LLC		PHONE (HM)	
PHONE (WK)	CELL (503) 949-2435		FAX
ADDRESS 12084 S. Shadowhills Ct. SE			
CITY Turner	STATE OR	ZIP 97392	E-MAIL* oploewen@aol.com

Organization Information

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

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

AGENT / BUSINESS NAME William E. McGill, CWRE		PHONE (541) 327-2798	FAX (541) 327-2798
ADDRESS 15333 Pletzer Rd. SE			CELL (503) 510-3026
CITY Turner	STATE OR	ZIP 97392	E-MAIL* willmcgill.surveying@gmail.com

Note: Attach multiple copies as needed

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

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By my signature below I confirm that I understand:

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

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

Applicant Signature

Print Name and title if applicable

Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. <u>G-18703</u>	Permit No. _____	Date _____

SECTION 2: PROPERTY OWNERSHIP

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

Yes

There are no encumbrances.

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

No

I have a recorded easement or written authorization permitting access.

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

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

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

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

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

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
POA 1	North Santiam River	4000'	10'

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

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 0.60 cfs (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

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

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO * OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
POA 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	LINN 344	<input type="checkbox"/>	10"		84' 11" – 95' 11"	0' – 18'	14' 10" 2018	Gravel and boulders	99'		121
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

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

SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	March 1 – October 31	121

For irrigation use only:

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

Primary: 48.26 Acres Supplemental: _____ Acres

If you listed supplemental acres, list the Permit or Certificate number of the underlying primary water right(s):

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 121

- If the use is **municipal or quasi-municipal**, attach Form M
- If the use is **domestic**, indicate the number of households: _____
Exempt Uses: Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.
- If the use is **mining**, describe what is being mined and the method(s) of extraction(*attach additional sheets if necessary*): _____

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

Pump (give horsepower and type): 25 HP Submersible

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. The irrigation system is existing and consists of a 25 HP submersible pump moving water through 6" above ground mainline to a gun sprinkler.

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*) High pressure sprinkler.

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*). The requested amount of water is needed to irrigate crops. Care will be taken to keep all irrigation equipment in good operating condition.

SECTION 6: STORAGE OF GROUNDWATER IN A RESERVOIR

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

Reservoir name: _____ Acreage inundated by reservoir: _____

Use(s):

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

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

SECTION 7: USE OF STORED GROUNDWATER FROM THE RESERVOIR

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

Annual volume (acre-feet): _____

USE OF STORED GROUNDWATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: This is an existing irrigation system.

Date construction will be completed: Request the standard 5 years to accommodate any alterations needed.

Date beneficial water use will begin: As soon as permit is issued.

SECTION 9: WITHIN A DISTRICT

Check here if the point of appropriation (POD) or place of use (POU) are located within or served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

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SECTION 10: REMARKS

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

Tax lot 500 (Loewen property) is covered by Certificate 68109, a 77.4 ac. primary surface water right from Smallman Creek. The property also has Permit G 12607, a supplemental groundwater right for 32.0 ac. from POA 1. The COBU was filed for G 12607 on 8-1-2000 and is needing a pump test before the certificate can be issued. The pump test was submitted to OWRD on 6-8-18.

The Loewens have lost their access to the authorized POD for Certificate 68109, so it is proposed to make this new ground water application for 48.26 ac. of primary water right from POA 1 to cover the remaining area not covered by the 32.0 ac. of Permit G 12607 supplemental. At the approval of this new ground water application and when the Certificate is issued for G 12607, it is proposed to convert the 32.0 ac. of supplemental to primary and cancel Certificate 68109, 77.4 ac. primary surface water right.

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Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

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Land Use Information Form



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

Applicant: OTL Properties 1, LLC
First Last

Mailing Address: 12084 S Shadowhills Ct. SE

Turner OR 97392 Daytime Phone: (503) 949-2435
City State Zip

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:
10S	2W	10	NESW NWSW SWSW SESW	500	EFU	<input checked="" type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Linn 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 Groundwater Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond Groundwater Surface Water (name) _____

Estimated quantity of water needed: 121 cubic feet per second gallons per minute acre-feet

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

Briefly describe:

Access to the existing surface water right POD has been lost, so a new application is being filed with OWRD on an existing well to replace the lost coverage.

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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. →

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For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): LCC 928.310(B)(12)

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.

Irriagation is an outright use in the EFU Zone pursuant to Linn County Code (LCC) 928.310(B)(12).

Name: Alyssa Schrems Title: Assistant Planner
 Signature: Alyssa Schrems Phone: 541-967-3814 Date: 6/8/18
 Government Entity: Linn County Planning and Building

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: JUN 14 2018 Staff contact: _____
 Signature: OWRD Phone: _____

LINN COUNTY

JUN 08 2018

Planning & Building
Department

Date _____

(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 FOR THE FOLLOWING REASON(S):

- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- SECTION 8: _____
- SECTION 9: _____

Land Use Information Form _____

Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

Fees _____

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MAP

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

**OPERATING AGREEMENT
OF
OTL PROPERTIES 1, LLC
An Oregon Limited Liability Company**

This OPERATING AGREEMENT (this "Agreement") is made and entered into effective June 2, 2016 (the "Effective Date"), by and among **Tamara A. Loewen, Trustee** and **Oscar P. Loewen, Trustee** (the "Members").

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed an Oregon limited liability company under the name OTL PROPERTIES 1, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the "LLC Act"). On the Effective Date, the Members filed Articles of Organization for the Company with the Corporation Division of the Oregon Secretary of State's office. The rights and obligations of the parties are as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name OTL PROPERTIES 1, LLC.

1.3 Purpose. The purpose of the Company is to invest in real estate (the "Business") and to engage in all activities incidental to that Business.

1.4 Office. The Company maintains its principal business office in Oregon at 12084 S. Shadow Hills Ct. SE, Turner, OR 97392.

1.5 Registered Agent. Adam Famulary will be the Company's initial registered agent in Oregon and the registered office will be at 3040 Commercial St. SE Ste. 120, Salem, OR 97302.

1.6 Term. The term of the Company commenced on the Effective Date, and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are:

Tamara A. Loewen, Trustee of the Tamara A. Loewen
Family Trust, dated June 2, 2016
8472 Fertile Valley Rd.
Newport, WA 99156

Oscar P. Loewen, Trustee of the Oscar P. Loewen
Family Trust, dated June 2, 2016
8472 Fertile Valley Rd.
Newport, WA 99156

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1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior written consent of both Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The Members have contributed to the Company the assets (subject to the liabilities) described in Appendix A to this Agreement.

2.2 Additional Capital Contributions. Additional capital contributions may be made only on the prior consent of both Members and in such amounts and proportions as the Members mutually agree.

2.3 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") is as follows:

Tamara A. Loewen, Trustee 50%

Oscar P. Loewen, Trustee 50%

2.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.2 Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Members either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members mutually agree. All distributions will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

SECTION 4. POWERS AND DUTIES OF MEMBERS

4.1 Management of Company Business. The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs are vested exclusively in the Members. The Company does not have "managers," as that term is used in the LLC Act. The Members, or either of them individually, have all the rights and powers that may be possessed by a member in a member-managed limited liability company pursuant to the LLC Act and those rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Members' duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, and subject to the limitations set forth in Section 4.2 of this

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Agreement, the Members, or either of them individually, have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

- (a) To expend the funds of the Company in furtherance of the Company's business;
- (b) To perform all acts necessary to manage and operate the Business, including engaging such persons as the Members deem advisable to manage the Business;
- (c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Members to carry out the Business, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of a Member, or otherwise. No other signature or signatures are required; and
- (d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Members for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitation on Authority of Individual Member. Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members:

- (a) Amend the Company's Articles of Organization or this Agreement;
- (b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;
- (c) Dissolve the Company;
- (d) Merge the Company with another entity or convert the Company into a different type of entity;
- (e) Admit a new Member; or
- (f) Borrow money or otherwise incur indebtedness in the name of the Company in excess of \$100,000.00 in a single transaction or in a series of related transactions.

4.3 Duties of the Members. The Members will manage and control the Company's business and affairs to the best of their ability and will use their best efforts to carry out the Business. The Members will devote such time to the business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Members will render a full and complete accounting of all dealings and transactions relating to the Business. Each Member will have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Members may not employ or permit another person to use those funds or assets in any manner except for the exclusive benefit of the Company.

4.4 Limitation on Liability of Members. Subject to the restrictions in Section 4.6, no Member will have any liability to the Company or to the other Member for any loss suffered by the Company or the other Member that arises out of any action or inaction of the Member as

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long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company.

4.5 Indemnification of Members. Each Member will be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be out of, and limited to, Company assets, and no Member will have any personal liability on account of such indemnification.

4.6 Restrictions. No Member will be relieved of liability pursuant to Section 4.4 or be entitled to indemnification pursuant to Section 4.5 for:

- (a) Any breach of the Member's duty of loyalty to the Company;
- (b) Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution to the Members in violation of ORS 63.235; or
- (d) Any transaction from which the Member derives an improper personal benefit.

4.7 Other Business. During the term of this Agreement, neither Member may carry on any other business in competition with this Company. Subject to this restriction, nothing in this Agreement will be deemed to restrict in any way the freedom of either Member to conduct any other business or activity whatsoever without any accountability to the Company or the other Member.

4.8 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and those loans will bear interest at a rate mutually determined by the Members.

4.9 Dealing with the Company. Either Member may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings, but the Member must first obtain written consent from the other Member for those dealings.

4.10 Liability of the Members for Company Obligation. Except to the limited extent provided in the LLC Act, neither Member will have any personal liability for any Company obligation, expense, or liability. The Members will not, without their consent, be required to make any capital contribution beyond their mutually agreed on capital contributions as expressly described in Section 2.1.

SECTION 5. COMPENSATION AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Members may charge the Company for their actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by a Member to satisfy obligations of the Company will be treated as loans to the Company under Section 4.8.

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5.3 Compensation. The Company may pay the Members reasonable compensation (as the Members mutually determine in good faith) for services actually performed in operating the Business.

SECTION 6. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

6.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each of them, and this Agreement will be maintained at the principal office of the Company. The Members will have access to those books and records at all reasonable times. The Members will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

6.2 Accounting Reports. The Members will be furnished with copies of internally prepared financial statements of the Company.

6.3 Tax Returns. The Members will cause all federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities as necessary. As soon as practicable after the end of each taxable year, each Member will be furnished with a statement that may be used by the Member in preparing the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

6.4 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

6.5 Banking. All funds of the Company must be deposited in a separate bank account or in an account or accounts of a savings and loan association in the Company's name as the Members determine. Those funds may be withdrawn from the account or accounts on the signature of the person or persons who are designated by the Members.

SECTION 7. TRANSFER OF MEMBERSHIP INTEREST; VOLUNTARY WITHDRAWAL

7.1 Transfer Prohibited. Neither Member may assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company, and neither Member has any right to substitute an assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of either Member without the prior written consent of both Members. This consent may be given or withheld in the absolute discretion of the Members. The Members are entering into this Agreement to carry on the Business in mutual reliance on the close family relationship between the Members and mutually agree that the foregoing restriction on the Members' ability to transfer their interest in the Company is reasonable under the circumstances.

7.2 Voluntary Withdrawal. Either Member may withdraw from the Company at any time for any reason, or for no reason, but only on six months' prior written notice to the other Member. For purposes of this Agreement, the death of a Member will be treated as a withdrawal by the deceased Member and the six-month notice requirement will not apply. On withdrawal by a Member, the other Member will have the right, in his or her sole discretion, to elect to:

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- (a) Dissolve the Company as provided in Section 9;
- (b) Continue the Company and treat the withdrawing Member or his or her representative as an assignee of the economic rights and benefits of the membership interest of the withdrawing Member, in which case the withdrawing Member will cease to have any voting or other management rights under this Agreement with respect to such membership interest and neither the other Member nor the Company will have any obligation to purchase or redeem the membership interest of or otherwise make any liquidating distribution to the withdrawing Member before the dissolution of the Company; or
- (c) Continue the Company (with or without the admission of another member to retain the status of the Company as a partnership for income tax purposes) and cause the Company to purchase the membership interest of the withdrawing Member or his or her representative for the price and subject to the payment terms described in Section 8.

SECTION 8. PURCHASE PRICE AND PAYMENT TERMS

8.1 Purchase Price. On election by the other Member to purchase the membership interest of a withdrawing Member pursuant to Section 7.2(c), the purchase price will be the amount the withdrawing Member would have received in a liquidation of the Company if all the Company's assets were sold, as of the effective date of the withdrawal, for their respective fair market values as determined by the Members (or the other Member and the representative of a deceased Member) and all Company liabilities were satisfied out of those proceeds. For this purpose, no discounts for lack of marketability or for a minority interest will be used. If the Members cannot agree on the fair market value of the Company's assets, the value will be determined by an appraiser selected by the withdrawing Member from a list of five qualified independent appraisers proposed by the other Member.

8.2 Payment. The purchase price determined as provided in Section 8.1 will be payable, together with interest at 6%, in 60 substantially equal monthly installments of principal and interest commencing no later than 90 days after the effective date of the withdrawal. The Company may prepay the purchase price at any time without penalty. The deferred purchase price will be an unsecured obligation of the Company.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

- (a) The agreement of both Members;
- (b) The election of the nonwithdrawing Member as described in Section 7.2(a); or
- (c) Otherwise by operation of law.

9.2 Winding Up. On dissolution of the Company, the Members will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;


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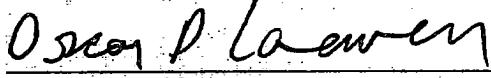
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- (b) To the Members to the extent of, and allocated among them pro rata in proportion to, their respective previously unreturned capital contributions; and
- (c) To the Members and allocated among them pro rata in proportion to their respective Membership Percentages.

The parties enter into this Agreement as of the date first written above.



Tamara A. Loewen, Trustee



Oscar P. Loewen, Trustee

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**APPENDIX A
ASSETS AND LIABILITIES**

Contributions by Oscar P. Loewen:

(1) 1/2 interest in the property commonly known as 37221 Jefferson Scio Drive, Scio, Oregon, 97374

(2) 1/2 interest in all personal property located on the above referenced real property

Contributions by Tamara A. Loewen:

(1) 1/2 interest in the property commonly known as 37221 Jefferson Scio Drive, Scio, Oregon, 97374

(2) 1/2 interest in all personal property located on the above referenced real property

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LINN COUNTY, OREGON

2016-09923

D-W/D

Cnt=1 Stn=38 K. PETERSON 06/20/2016 03:40:39 PM

\$15.00 \$11.00 \$20.00 \$19.00 \$10.00

\$75.00



0027308820160089230030038

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

GRANTORS:

Oscar Loewen & Tamara Loewen
12084 S. Shadowhills Ct. SE
Turner, OR 97392

GRANTEE:

OTL Properties 1, LLC
12084 S. Shadowhills Ct. SE
Turner, OR 97392

SEND TAX STATEMENTS TO:

OTL Properties 1, LLC
12084 S. Shadowhills Ct. SE
Turner, OR 97392

AFTER RECORDING SEND TO:

Famulary
3040 Commercial St. SE Ste. 120
Salem, OR 97302

STATUTORY WARRANTY DEED

Oscar Loewen and Tamara Loewen, Grantors, conveys and warrants to OTL Properties 1, LLC, Grantee, the real property described on Exhibit "A", free of encumbrances except as specifically set forth therein.

The true consideration for this conveyance is \$-0-.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained in this deed or provided by law shall be limited to the amount, nature, and terms of any right of indemnification available to Grantor under any title insurance policy, and Grantor will have no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under any title insurance policy. The limitations contained in this paragraph specifically do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of the liability or obligations.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424 OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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Dated this 2 day of June, 2016.

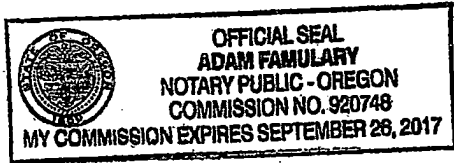
Grantors:

Oscar Loewen
Oscar Loewen

Tamara Loewen
Tamara Loewen

STATE OF OREGON)
)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 2 day of June, 2016 by Oscar Loewen and Tamara Loewen.



Adam Famulary
Notary Public for Oregon

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Exhibit "A"

The West half of the Southwest 1/4 and Lots 2, 3 and 4 of Section 10, Township 10 South, Range 2 West of the Willamette Meridian, Linn County, Oregon; Except that portion thereof deeded to Linn County for road purposes as shown by deed recorded at page 486, Book 121, and at page 487, Book 121, Deed Records, and Except that portion thereof lying South of said highway.

ALSO SAVE AND EXCEPT: Beginning at a 1/2 inch iron rod on the West line of Section 10, Township 10 South, Range 2 West of the Willamette Meridian, Linn County, Oregon, distant thereon South $0^{\circ}35'$ West 1791.68 feet from the West quarter corner thereof; thence North $0^{\circ}35'$ East 1791.68 feet along the West line of said Section 10 to the said West quarter corner; thence North $0^{\circ}08'$ West along the West line of said Section 410.07 feet to the Southerly boundary of the Lewis Stewart Donation Land Claim No. 54; thence North $55^{\circ}54'$ East along the Southerly boundary of said Claim, 985.29 feet to the Interior Ell Corner thereof; thence South $28^{\circ}15'$ East along the claim line, 2085.38 feet to a 1/2 inch iron rod; thence South $84^{\circ}50'$ West 1287.60 feet to a 1/2 inch iron rod; thence South $33^{\circ}37'$ West 419.04 feet to a 1/2 inch iron rod; thence South $22^{\circ}01'$ West 399.77 feet to a 1/2 inch iron rod; thence South $62^{\circ}25'$ West 176.01 feet to the place of beginning.

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STATE OF OREGON
WATER WELL REPORT
 (as required by ORS 637.785)

NOV 09 1989
 WATER RESOURCES DEPT.
 SALEM, OREGON

(START CARD) # 17196

Linn
374

10s/2w/10c

(1) OWNER:
 Name Joe Loewen Well Number _____
 Address 37221 Jefferson Scio Dr.
 City Scio State OR. Zip 97374

(2) TYPE OF WORK:
 New Well Deepen Recondition Abandon

(3) DRILL METHOD
 Rotary Air Rotary Mud Cable
 Other _____

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Other _____

(5) BORE HOLE CONSTRUCTION:
 Special Construction approval Yes No Depth of Completed Well 99 ft.
 Yes No
 Explosives used Type _____ Amount _____

HOLE			SEAL			Amount sacks or pounds
Diameter	From	To	Material	From	To	
14"	0	18'	cement	0	18'	10 sacks
10"	18'	99'				

How was seal placed: Method A B C D E
 Other _____
 Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Casing/Liner	Diameter	From	To	Gauge	Steel		Plastic		Welded		Threaded	
					Steel	Plastic	Welded	Threaded	Welded	Threaded		
Casing:	10"	+14"	97'	.250	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			11"		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) 97'11"

(7) PERFORATIONS/SCREENS:
 Perforations Method Acetylene torch
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
84'11"	95'11"	3/8	36	10"		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		x12"				<input type="checkbox"/>	<input type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailer Air Flowing Artesian
 Yield gal/min 100 gpm Drawdown 17 Drill stem at _____ Time 1 hr.

Temperature of water _____ Depth Artesian Flow Found _____
 Was a water analysis done? Yes By whom _____
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
 Depth of strata: _____

(9) LOCATION OF WELL by legal description:
 County Linn Latitude _____ Longitude _____
 Township 10 S Nor S, Range 2 W E or W, WM.
 Section 10 NE 1/4 SW 1/4
 Tax Lot 100500 Lot SE Block _____ Subdivision _____
 Street Address of Well (or nearest address) 37221 Jefferson-Scio Dr.

(10) STATIC WATER LEVEL:
17' ft. below land surface. Date 10-25-89
 Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
 Depth at which water was first found 29'

From	To	Estimated Flow Rate	SWL
29'	35'	10 gpm	17'
47'	70'	100 gpm	17'

(12) WELL LOG: Ground elevation _____

Material	From	To	SWL
Top soil	0	2	
Brown clay	2	9	
Brown clay & some gravel	9	25	
Brown clay & gravel	25	29	
Dirty gravel	29	35	17'
Brown clay	35	47	
Dirty brown sand & gravel	47	70	17'
Brown clay & gravel	70	87	
Brown clay & boulders	87	99	

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Date started 10-13-89 Completed 10-25-89

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

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. all work performed during this time is in compliance with Oregon well constructor standards. This report is true to the best of my knowledge and belief.
 Signed [Signature] WWC Number 1378
 Date 10-27-89

Oregon Water Resources Department
PUMP TEST FORM COVER SHEET

Well Owner:
 Name: Oscar Loewen
 Address: 37221 Jefferson Scio Dr.
 County: Linn
 City: Scio State: OR Zip: 97374
 Original owner (from well log): Joe Loewen

Well Location:
 Township: 10 S Range: 2 W
 Section: 10 $\frac{1}{4}$ NE $\frac{1}{16}$ NW $\frac{1}{64}$ NE
 Well depth: 99.0 Date drilled: 10/25/1989
 Owners well no. (if any): _____
 POD ID: LINN 344

Water Right Information:
 Application: G 13126 Permit: G 12607 Certificate: _____
 Is this well listed on more than one water right? Yes If yes, list additional water rights below:
 Application: _____ Permit: _____ Certificate: _____
 Application: _____ Permit: _____ Certificate: _____

Pump Test:
 Test Conducted by: Caleb Pelletier Well Owner? Yes
 Company: Jones Pump Company
 Address: 29400 Santlam Hwy. Date of Test: 06/06/2018
 City: Lebanon State: OR Zip: 97355
 Daytime phone: 541-367-2560

Method of discharge measurement (see our brochure for more information): Flow meter
 Method of water-level measurement (pick one or enter other method used): Electric tape
 Length of air line (if used): _____

Pump type (pick one or enter other method used): Submersible
 Was the pump test conducted during normal use of the well? Yes Note: _____

Are you aware of any wells, other than domestic or stock wells, pumping within 1000 feet of the tested well during the test or within 24 hours prior to the test? Yes Note: _____
 If yes, give approximate distances to each and approximate pumping rate of each. If possible, indicate if they were turned on or off during the test: _____

Is there a lake, stream or other surface water body within $\frac{1}{4}$ mile of the tested well? Yes If yes, give approximate distance from the well and approximate elevation difference between the surface water and the well head. Approx. distance: _____ ft Approx. elevation difference: _____ ft

Well elevation is above surface water body.
 Description of measuring point (e.g. top port of 1 inch port pipe, west side) 1/2" vent port on West side
 Measuring point distance above land surface 1.20 feet.

Static water level measurements: (A minimum of three measurements are required in the hour before pumping begins at no less than 20 minutes apart):

Time	Depth to water below meas. point	Depth to water below land surface
<u>9:40 am</u>	<u>16.00</u>	<u>14' 10"</u>
<u>10:00 am</u>	<u>16.00</u>	<u>14' 10"</u>
<u>10:20 am</u>	<u>16.00</u>	<u>14' 10"</u>

Discharge measurements: (A discharge measurement is required at the start of pumping and at least once an hour during the test; additional measurements should be noted on the Pump Test Data Sheet):

Time	Discharge Rate	Discharge Units (e.g. gpm, cfs, etc)
<u>10:42 am</u>	<u>350.00</u>	<u>gpm (gallons per minute)</u>
<u>10:46 am</u>	<u>250.00</u>	<u>gpm (gallons per minute)</u>
<u>10:55 am</u>	<u>225.00</u>	<u>gpm (gallons per minute)</u>
<u>11:25 am</u>	<u>200.00</u>	<u>gpm (gallons per minute)</u>
<u>1:25 pm</u>	<u>200.00</u>	<u>gpm (gallons per minute)</u>

Time pump turned on: _____ Date 06/06/2018 Time 10:40 am
 Time pump turned off: _____ Date 06/06/2018 Time 2:40 pm
 Total pumping time: 4 hours 0 minutes

Note: Well must be idle for at least 16 hours prior to the test.
 Additional forms can be obtained from our web site at: <http://www.wrd.state.or.us>

Required Signature: 

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PUMP TEST DATA SHEET

Application: G13126 Permit: G12607 Certificate: _____ Pod Id: _____

All water-level measurements must either be in feet and inches, or feet and decimal fractions.

Drawdown Data

Recovery Data

Drawdown Data					Recovery Data						
Date	Time	Time Since Pump Started (minutes)	Depth to Water Below Measuring Pt	Depth to Water Below Land Surface	Comments	Date	Time	Time Since Pump Stopped (minutes)	Depth to Water Below Measuring Pt	Depth to Water Below Land Surface	Comments
6/06/2018	9:40am	0	16'	14' 10"		6/06/2018	2:40 pm	0	85'	83' 10"	
	10:00 am	0	16'	14' 10"			2:42 pm	2	47'	45' 10"	
	10:20 am	0	16'	14' 10"			2:44 pm	4	36'	33' 10"	
	10:40 am	0	16'	14' 10"	011605		2:46 pm	6	34'	32' 10"	
	10:42 am	2	47'	46' 10"	011607 - 350gpm		2:48 pm	8	30'	28' 10"	
	10:44 am	4	56'	54' 10"	011610 - 300gpm		2:50 pm	10	29'	27' 10"	
	10:46 am	6	60'	53' 10"	011613 - 250gpm		2:55 pm	15	25'	22' 10"	
	10:48 am	8	77'	75' 10"	011615		3:00 pm	20	22'	20' 10"	
	10:50 am	10	78'	76' 10"	011616 - 250gpm		3:05 pm	25	21'	19' 10"	
	10:55 am	15	78'	76' 10"	011619 - 225gpm		3:10 pm	30	20'	18' 10"	
	11:00 am	20	83'	81' 10"	011622 - 200gpm						
	11:05 am	25	83'	81' 10"	011625 - 200gpm						
	11:10 am	30	83'	81' 10"	011627 - 200gpm						
	11:25 am	45	83'	81' 10"	011637 - 200gpm						
	11:40 am	60	85'	83' 10"	011647 - 200gpm						
	11:55 am	75	85'	83' 10"	011654 - 200gpm						
	12:10 pm	90	85'	83' 10"	011663 - 200gpm						
	12:25 pm	105	85'	83' 10"	011672 - 200gpm						
	12:40 pm	120	85'	83' 10"	011681 - 200gpm						
	12:55 pm	135	85'	83' 10"	011689 - 200gpm						
	1:10 pm	150	85'	83' 10"	011699 - 200gpm						
	1:25 pm	165	85'	83' 10"	011707 - 200gpm						
	1:40 pm	180	85'	83' 10"	011716 - 200gpm						
	1:55 pm	195	85'	83' 10"	011726 - 200gpm						
	2:10 pm	210	85'	83' 10"	011733 - 200gpm						
	2:25 pm	225	85'	83' 10"	011743 - 200gpm						
	2:40 pm	240	85'	83' 10"	011753 - 200gpm						

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Additional forms can be obtained from our web site at: <http://www.wrd.state.or.us>

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Oregon Water Resources Department
Apply for a Permit to Appropriate Ground Water and/or Store Ground Water

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

Today's Date: Thursday, June 14, 2018

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	1	\$350.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	1	
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$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 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		\$2,210.00

OWRD Fee Schedule

Fee Calculator Version B20170117

G-18703