Eastside Water District (EWD), located near the community of Denair in the San Joaquin Valley, is proposing a pilot project utilizing existing facilities to demonstrate Managed Aquifer Recharge (MAR) concepts to help achieve a long-term sustainable groundwater supply for over 62,000 acres of prime farmland. This application is for a temporary water right permit for groundwater recharge for the Mustang Creek MAR Project (Project). The State Water Board granted Temporary Permit 21373 (Application T032704) for the Project in November 2016.

EWD is located in Stanislaus and Merced Counties within the Turlock Groundwater Subbasin (Subbasin) of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 Subbasin No. 5-22.03), as shown in Attachment 4. The Subbasin was categorized as a “high” priority basin in a 2016 report by the California Statewide Groundwater Elevation Monitoring (CASGEM) Program. Groundwater levels within EWD have experienced significant declines over a 50-year period of record from the mid 1960’s through 2014. Groundwater levels have declined 50 to 70 feet in the western and central portions of the EWD. Water level declines have been more severe in the eastern portion, with declines of up to 85 feet. The average annual rate of groundwater decline from wells located in the western and central portion have been observed to be between 1 and 2 feet per year. In the eastern portion, the annual rate of groundwater decline has been estimated recently at 3.8 feet per year. More detailed information on the groundwater conditions in the Subbasin is provided in the letter-report by ePUR and Wood Rogers, “Eastside Water District – Geologic, Hydrologic, and Hydrogeologic Characterizations for Potential Managed Aquifer Recharge of Diffused Stormwater”, dated November 6, 2014, and attached to the Underground Storage Supplement accompanying this application. EWD is one of 5 members comprising the East Turlock Groundwater Sustainability Agency for implementing the Sustainable Groundwater Management Act.

Mustang Creek is an ephemeral stream that flows seasonally in most winter periods according to a USGS Study from 2009 (Saleh, D.K. et al, 2009, USGS SIR 2009-5031). Mustang Creek discharges to Turlock Irrigation District’s (TID) Highline Canal. The drainage area of Mustang Creek above the confluence with the TID Highline Canal is about 16,000 acres (see Attachment 4). The Mustang Creek MAR Project will utilize two existing water control structures for flood protection built by the United States Department of Agriculture on Mustang Creek from 1974 to 1976. These structures are depicted on Attachment 4 as the Mustang Creek Detention

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2 The other members of East Turlock GSA are Merced County, Stanislaus County, Ballico-Cortez Water District, and Merced Irrigation District
Attachments to Accompany
Application for Temporary Water Right Permit for Groundwater Recharge
of Eastside Water District
Mustang Creek Managed Aquifer Recharge Project

Basin (aka Reservoir in the USGS Study) and as the Bifurcation Structure located near the Turlock Airport. The drainage area of Mustang Creek above the Bifurcation Structure is approximately 11,000 acres.

The Mustang Creek MAR Project will divert Mustang Creek flows, during extreme flood events, at the existing Bifurcation Structure located downstream of the flood control Detention Basin. The Bifurcation Structure presently diverts flood flows into a 95-acre-foot off-channel impoundment basin covering 74 acres for flood protection. The Bifurcation Structure is estimated to allow up to 210 cfs to be diverted into the existing impoundment basin. The Mustang Creek MAR Project will include ripping the 74-acre basin site to encourage percolation, similar to an agricultural practice used prior to planting an almond orchard. Operation of the Bifurcation Structure and the upstream Mustang Creek Detention Basin (shown in Attachment 4) will be coordinated to divert storm surges and maximize the potential diversion for groundwater recharge at the Mustang Creek MAR Project. The primary function of the Detention Basin will remain flood control. The Project’s capacity to divert up to 210 cfs out of the channel and into the MAR basin will enhance downstream flood protection.

There are no diverters of record on Mustang Creek downstream of the Bifurcation Structure to its discharge to TID’s Highline Canal (about 1.4 river miles). The Highline Canal eventually discharges to the Merced River. The TID Highline Canal also discharges flows to various TID distribution laterals that ultimately discharge to the San Joaquin River.

6. Water Availability

The Project would be managed to divert available Mustang Creek flows during the wet season (November through April) for recharge to the groundwater basin. EWD has been advised by Merced County Flood Control District that overflow of the Bifurcation Structure and accrual of Mustang Creek water into the impoundment basin has occurred only twice, in 1986 and 1997. Both of those years were very wet, and flooding events occurred elsewhere within the Central Valley in these years. Because there will be no modification of the Bifurcation Structure or its operation, water will only be diverted under the temporary permit if Water Year 2017 is hydrologically akin to 1986 or 1997, or severe flooding events occur.

Accordingly, except for in a very wet year like 1986 or 1997, flows in Mustang Creek will be unchanged from what they would be under non-project conditions. Mustang Creek will never be dewatered because a significant amount of flow is required before overtopping of the Bifurcation Structure occurs. While the flow in Mustang Creek at which overtopping of the structure occurs is not precisely known, as noted in Item 6 of the Application, a peak flow of 207 cfs was recorded in February 2004 and there was no overtopping of the Bifurcation Structure. Thus it can be concluded that a “bypass flow” of at least 207 cfs must be present before any diversion can occur. As was also noted in the application, the 100-year peak flow is estimated to
be 162 cfs, so there would be no injury to downstream users or instream resources if diversions can only occur when flows are well in excess of the 100-year peak flow.

Note also that once the impoundment basin is full, diverted flows in excess of the impoundment basin’s percolation rate spill back into Mustang Creek. The impoundment basin is estimated to have a volumetric capacity of about 95 acre-feet. At the proposed maximum diversion rate of 210 cfs, the basin would fill in about 5.5 hours, after which only an estimated maximum of 26 cfs would be depleted from the Creek (see following paragraph), and again, such diversion would only occur if the flow in Mustang Creek is well in excess of the estimated 100-year peak flow. Accordingly, the proposed diversion would not be injurious to downstream users or instream resources.

With regard to the requested seasonal diversion amount of 570 acre-feet, the amount of water that will actually be diverted and percolated is subject to 1) the occurrence flows in Mustang Creek in excess of the overflow level of the Bifurcation Structure, and 2) the permeability of the soils in the enhanced impoundment basin. Based on soils information available from the National Resources Conservation Service, the permeability of the soils in the existing impoundment basin is estimated to be about 0.35 feet per day. It is postulated that the proposed minor modification of the impoundment basin to enhance percolation would potentially double the permeability (0.7 feet per day). At this rate, percolation for the 74-acre basin would be about 26 cfs (about 52 acre-feet per day). At this percolation rate, diversion of 570 acre-feet would require about 11 days. Given that water will only be diverted under very extreme flood events, the likelihood of diverting and percolating 570 acre-feet is low. The proposed maximum seasonal diversion of 570 acre-feet represents only about 0.2 percent of the corresponding historical average seasonal gaged flow of the Merced River. Given the likelihood that the actual amount diverted will be much less than 570 acre-feet, and that diversion can only occur under an extreme hydrologic condition (when Merced River flows would also likely be elevated), the actual percentage will be even less.

7. Place of Use

Infiltrated water will accrue to the Turlock Groundwater Subbasin and will be commingled with other sources of water that contribute to the basin. Groundwater will be withdrawn by existing wells owned and operated by agricultural water users within the boundaries of EWD as shown on the map accompanying this application (Attachment 4).

10. Diversion and Distribution Method

Up to 210 cubic feet per second (cfs) will be diverted from Mustang Creek at the existing Bifurcation Structure by operating the existing slide gates within the sluiceway to direct Mustang Creek flows into the MAR infiltration basin(s) (see Attachment 2). While there is no current
operating plan for the existing slide gates available from Merced County or NRCS, operating them in this manner is a proposed flood control operation intended to prevent the downstream flooding that has occurred at Newport Road in the 2016-17 wet season. Groundwater recharge will occur primarily through infiltration/percolation of water through the bottom and side-slopes of the existing basin. The design stage height of the current in-channel flow control at the Bifurcation Structure is 5 feet with the overflow turnout elevation at 4 feet above the concrete channel floor of the Structure. During high flow events, excess Creek flows would overspill the overflow turnout, while remaining flows will continue down Mustang Creek without being diverted. In-channel erosion and scour control structures already exist downstream of the Bifurcation Structure.

The actual amount of water diverted and percolated will be based on the difference in measured flows entering and leaving the enhanced impoundment basin. Should this practice continue long-term, a pressure transducer and data logger will be installed within the Bifurcation Structure to continuously monitor the depth of flow overtopping the structure (head) and entering the impoundment basin. The rate of flow entering the basin will be computed based on conversion of the measured head to flow using an appropriate weir equation. Impounded water drains back to Mustang Creek via a pipe at the southwest corner of the basin. A flow meter and data logger will be installed on the pipe to continuously measure flows leaving the basin. The amount of water diverted and percolated will be computed as the difference between the measured flows entering and leaving the basin. For the pilot test these measurements will be done via daily inspections using staff gauges and a similar flow calculation method.

With regard to beneficial use accounting, as stated in the Underground Storage Supplement accompanying the Application, EWD will measure groundwater levels in 16 existing monitoring wells within its service area, 5 of which are CASGEM wells. This process will allow EWD to monitor groundwater use over time and ensure that the first volume of groundwater pumped onto agricultural lands within EWD is equal to the volume of water recharged pursuant to this Application.

Because the Project will only divert Mustang Creek flows during extreme flood events, there will be no injury to downstream users or instream resources. While EWD is aware that the likelihood of such flows occurring this year is low, the opportunity to gather data that would inform consideration of a possible future permanent larger-scale groundwater recharge project is of great value to EWD.
21. Environmental Setting, Photographs (Set #1)

Along Mustang Creek on downstream side of Bifurcation Structure (POD #1), looking northeast towards infiltration basin site.

Looking upstream at Mustang Creek from Bifurcation Structure (POD #1).
Attachments to Accompany
Application for Temporary Water Right Permit for Groundwater Recharge
of Eastside Water District
Mustang Creek Managed Aquifer Recharge Project

View northwesterly at Bifurcation Structure overflow to infiltration basin site.

Typical place of use.
Attachments to Accompany
Application for Temporary Water Right Permit for Groundwater Recharge
of Eastside Water District
Mustang Creek Managed Aquifer Recharge Project

21. Environmental Setting, Photographs (Set #2)

Along Mustang Creek on downstream side of Bifurcation Structure (POD #1),
looking northeast towards infiltration basin site.

Looking upstream at Mustang Creek from Bifurcation Structure (POD #1).
Attachments to Accompany
Application for Temporary Water Right Permit for Groundwater Recharge
of Eastside Water District
Mustang Creek Managed Aquifer Recharge Project

View northwesterly at Bifurcation Structure overflow to infiltration basin site.

Typical place of use.
ENCROACHMENT PERMIT

TO: National Exploration, Wells & Pumps, Inc.
   Attn: Bryan Cook
   2086 E. Main Street
   Woodland, CA 94804

   Contact Info.: (530)662-2829

In compliance with your request of September 15, 2016 and subject to all terms, conditions and restrictions written below or printed as general or special provisions on any part of this form or any printed matter attached hereto or mentioned by specification number.

PERMISSION IS HEREBY GRANTED TO:

National Exploration Wells & Pumps, Inc. is authorized to enter Mustang Creek easement to drill three test holes and three monitoring wells. Each test hole will be approximately 30-feet deep and each monitoring well will be approximately 100-feet deep. No change in the Mustang Creek flood control project will occur from this activity.

*** The monitoring wells must be authorized and permitted from the Merced County Environmental Health Department, this permit only allows access and permission to site.

Encroachment Permit shall remain on site during construction. General Permit Conditions are attached and made a part hereof.

Disturbed areas of Creek must be restored to original condition or better and must not change or affect flood control.

PLEASE CALL (209) 385-7601 AT LEAST 24-HOURS PRIOR TO THE ACTUAL COMMENCEMENT OF ANY WORK COVERED BY THIS PERMIT AND WHEN WORK IS COMPLETED TO ARRANGE FOR A FINAL INSPECTION.

Any work constructed without proper notification to the Department of Public Works, may be required, at the discretion of the Road Commissioner, to be uncovered for examination and properly restored at the Permittee's expense, or completely rejected.

This permit is to be strictly construed; no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before March 30, 2017.

PERMIT FEE DUE: $102.00

COUNTY OF MERCED
ROAD COMMISSIONER
By: [Signature]
Mike Walejko
Administrative Engineer

MW tma

ATTACHMENT 5
**WELL CONSTRUCTION, DESTRUCTION, MINING, AND EXPORT APPLICATION/PERMIT**

**MERCESD COUNTY CODE, CHAPTERS 9.27 AND 9.28**

Merced County Department of Public Health, Division of Environmental Health (MCDEH)

260 F 15th St., Merced, CA 95340 1 (209) 381-1100 fax (209) 381-1599 www.co.merced.ca.gov

**MCDEN-Merced**

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**Applicant/Property Owner Information**

City of Turlock

Owner, Legal Name if Corporation:

PO Box 280

Address/PO Box:

Street Name:

City:

State:

Zip Code:

Telephone #: (209) 381-1100

**Well Location Information**

Neptune Road

Ballo (or nearest cross streets)

Assessor Parcel Number (APN):

Total Acreage:

Subdivision Name:

Lot #:

Latitude: 37 4859.00000

Longitude: -120.700130000

WGS84

Lot #:

TSS 12E

Number of Existing Wells on this APN:

1 (one or more, complete Letter(s) of Intent)

Township:

Range:

Section:

Groundwater Subbasin:

Water Well Contractor Information

Cascadia Drilling

C-57 Address/PO Box:

Street Name:

C-57 Address/PO Box:

City:

State:

Zip Code:

**Exemption Classifications and Requests**

(All that apply. Completed indicated sections in addition to pages 1 and 2 of this application.)

- Public Agency 9.27.050 B(1) (Explain in attachment.)
- Domestic ≤ 2 AFY on a Parcel 9.27.050 B(3) (Complete Section A.)
- Replacement Well 9.27.050 B(2) (Complete Section B.)
- Back-up Well 9.27.050 B(2) (Complete Section B.)
- Dewatering 9.27.050 C(7) (Explain in attachment.)
- Other (Explain.)
- Export Exemptions 9.27.050 C(11)-(16) (Explain in an attachment and complete Section D.)

**Intended Use**

(Attach drawing providing detail, if available.)

- Agricultural/irrigation
- Test/Exploratory/Geotechnical Soil Boring
- Domestic Private
- Vapor Extraction
- Industrial
- Geothermal
- Municipal (public water supply)
- Other (Geothermal)
- Soil Boring
- Out of Service
- Other (Geothermal)
- Export
- Reuse

**Existing Well**

(destruction/modifications only, if available)

- Destruction
- Restoration/Deepening
- Other (Geothermal)

**Proposed Well Construction**

(Attach drawing providing detail, if available.)

- Reverse Rotary
- Cable Tool
- Tricks
- Auger
- Rotary Sonic
- Hydro Punch
- Cone Penetration (CPT)
- Push
- Construction with Destruction
- Other (Geothermal)

**Well Casing Material**

Well Casing Gauge

Well Casing Diameter (in)

Well Casing Estimated Total Depth (ft)

Depth to Corcoran Clay (ft)

Conductor Casing Material

Conductor Casing Diameter (in)

Conductor Casing Estimated Depth (ft)

Annular Seal Depth (ft)

Borehole Diameter (in)

Screen Interval(s) to to (ft, bgs)

Gravel Pack No. Yes to to (ft, bgs)

Maximum Estimated Instantaneous Flow (gpm)

Anticipated Static Groundwater Elevation (ft, msl)

Special Methods/Other (Attach and explain.)

**Well Completion Report (WCR) No.**

**Permit Stipulations (Monitoring and Reporting):**

- Report groundwater extracted, as total acre-feet, on an annual basis for the prior calendar year.
- Report groundwater elevation, Spring and Fall, in feet, referenced to Mean Sea Level (msl).

**Well Location**

- Call 24 hours in advance, with notice, to request an inspection.

**Land Subsidence Area**

- Known or estimated recent subsidence rate [in./yr]

- Source and date of subsidence rate reference

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**ATTACHMENT 6**
This permit is not valid until properly signed by all authorized officers or representatives of the delegated authority; this permit shall be available at the site during all construction, repair, modification, or abandonment activities.
## Statements and Signatures - Water Well Drilling Contractors

I, \[signature\], hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

**Contractor Signed:** \[signature\]  
**Date:** 12/3/17

### California Environmental Quality Act (CEQA)

- **Work proposed in this application (Proposal)** is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants. Proposal is not located in an area that would adversely affect the significance of a historical resource. Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

- **Indemnity and Hold Harmless Agreement**

  **Application has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity excluding, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause and shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY. at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) \[signature\] depose and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

**Signed:** \[signature\]  
**Date:** \[date\]

### Requirements for Approval

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<thead>
<tr>
<th>MCDEH Staff Approval</th>
<th>Staff Approval Date</th>
<th>Expiration Date</th>
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**Fee Received $**  
**Date Received**  
**Invoice #**  
**Check #**

This permit is not valid until properly signed by all authorized officers or representatives of the delegated authority. This permit shall be available at the site during all construction, repair, modification, or abandonment activities.
WELL CONSTRUCTION, DESTRUCTION, MINING, AND EXPORT APPLICATION/PERMIT

MERCED COUNTY CODE, CHAPTERS 9.27 and 9.28

Merced County Department of Public Health, Division of Environmental Health (MCDEH)
260 E 15TH St., Merced, CA 95341 (209) 381-1100 fax (209) 384-1593
www.co.merced.ca.us


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Applicant/Property Owner Information
City of Turlock

Owner, Legal Name if Corporation

Address/PO Box / Street Name

Well Location Information
Newport Road

Assessor Parcel Number (APN)

Latitude: 37.64751200000

Longitude: -120.7015500000

Land Surface Elevation: 12E

TSS: 12E

Number of Existing Wells on this APN

Water Well Contractor Information

Conserve Drilling

C-57 Address/PO Box / Street Name

License # 938110

City, State Woodland, CA

Telephone # (530) 662-8229

Exemption Classifications and Requests

Intended Use

Domestic Private

Industrial

Municipal (public water supply)

Test Well (temporary casing)

Other (Explain)

Proposed Well Construction

Well Casing Material

Well Casing Gauge

Well Casing Diameter (in)

Well Casing Estimated Total Depth (ft)

Depth to Corcoran Clay (ft)

Conductor Casing Material

Conductor Casing Gauge

Conductor Casing Diameter (in)

Conductor Casing Estimated Depth (ft)

Annular Seal Estimated Depth (ft)

Borehole Diameter (in)

Screened Interval(s) to and to (ft, bgs)

Gravel Pack No

Maximum Estimated Instantaneous Flow (gpm)

Anticipated Static Groundwater Elevation (Fall) (ft, msl)

Special Methods/Other (Attach and explain)

Existing Well

Well Casing Material

Well Casing Gauge

Well Casing Diameter (in)

Well Casing Estimated Total Depth (ft)

Depth to Corcoran Clay (ft)

Conductor Casing Material

Conductor Casing Gauge

Conductor Casing Diameter (in)

Conductor Casing Estimated Depth (ft)

Annular Seal Depth (ft)

Borehole Diameter (in)

Screened Interval(s) to and to (ft, bgs)

Gravel Pack No

Maximum Estimated Instantaneous Flow (gpm)

Static Groundwater Level (Fall) (ft, msl)

Special Methods/Other (Attach and explain)

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Exemption Classifications and Requests

Intended Use

Domestic Private

Industrial

Test Well (temporary casing)

Other (Explain)

Proposed Well Construction

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Borehole Diameter (in)

Screened Interval(s) to and to (ft, bgs)

Gravel Pack No

Maximum Estimated Instantaneous Flow (gpm)

Static Groundwater Level (Fall) (ft, msl)

Special Methods/Other (Attach and explain)
I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7000) and hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kenneth B. Cook
09/20/16

Contractor Printed Name
Contractor Signature
Date

Indemnity and Hold Harmless Agreement
Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the utmost extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name
Gary R. Hampton
Property Owner Signature
Date

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) do depose and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed
Property Owner 1
Date

Property Owner 2
Date

MCDEH Staff Approval
MCCEO Staff Approval
Certified Professional Approval

Fee Received $45.00
Date Received 1/31/2017
Invoicenumber 88/127
Check # 

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY ALL AUTHORIZED OFFICERS OR REPRESENTATIVES OF THE DELEGATED AUTHORITY; THIS PERMIT SHALL BE AVAILABLE AT THE SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

Revised 04 10 15
Pedestal Installed By □ Driller □ Pump Co. □ Other □ Other
Concrete Pedestal Dimensions: Width _______ (ft) Length _______ (ft) Thickness _______ (in) Christy Box Steve Pipe

Pump Installed By □ Driller □ Pump Contractor □ Other □ Other
Submersible □ Turbine □ Other □ Other HP _______ Pump Position _______ (ft, lbs) Standing Water Level _______ (ft, msl)
Multiple pumps □ No □ Yes (Explain.)
Submersible □ Turbine □ Other □ Other HP _______ Pump Position _______ (ft, lbs)
Submersible □ Turbine □ Other □ Other HP _______ Pump Position _______ (ft, lbs)

Statements and Signatures - Water Well Drilling Contractors
I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7003) and hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Certified Professional
MCCED Staff Approval
MCOEH Staff Approval

Contractor Printed Name
Contractor Signature
Date

Statements and Signatures - Property Owners
California Environmental Quality Act (CEQA)
I: Work proposed in this application (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetlands, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants. Proposal is not located in an area that would adversely affect the significance of a historical resource. Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

Or
I: Work proposed in this application is in a sensitive area (Explain.)

Indemnity and Hold Harmless Agreement
Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause and shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following Project approval, modification, denial, or the exercise or exhaustion of all administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name: ____________ Property Owner Signature: ____________

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) ____________ do and do not ____________ agree and say that I (We) ____________ am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well Replacement of a Failed or Out of Service Well will be accompanied by a letter of intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed ____________ Date ____________ Property Owner 1

Signed ____________ Date ____________ Property Owner 2

Statements and Signatures - Water Well Drilling Contractors
MCOEH Staff Approval ____________ Staff Approval Date ____________ Expiration Date ____________
MCCED Staff Approval ____________ Staff Approval Date ____________ Expiration Date ____________
Certified Professional Approval ____________ Certified Professional Approval Date ____________
Fee Received ____________ Date Received ____________ Invoice ____________ Check ____________

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY ALL AUTHORIZED OFFICERS OR REPRESENTATIVES OF THE DELEGATED AUTHORITY; THIS PERMIT SHALL BE AVAILABLE AT THE SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

Revised ____________ 07/19
MUSTANG CREEK MAR PROJECT SITE MAP
PROPOSED EXPLORATION LOCATIONS
EASTSIDE WATER DISTRICT 2016 MAR PROJECTS
MERCEDES COUNTY, CA
SEPTEMBER 2016

- Monitoring Well
- Soil Boring
- Existing Well
- Bilkracation Structure
- Creek or Canal
- Mustang Creek Watershed
- Off-Stream Sump

FIGURE 1
### Applicant/Property Owner Information

<table>
<thead>
<tr>
<th>Owner, Legal Name if Corporation</th>
<th>City of Turlock</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 260</td>
<td></td>
</tr>
</tbody>
</table>

### Well Location Information

<table>
<thead>
<tr>
<th>Element</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well Location – Address, Street Name</td>
<td>404-030-028-00</td>
</tr>
<tr>
<td>Assessor Parcel Number (APN)</td>
<td>37.470000000</td>
</tr>
<tr>
<td>Total Acreage</td>
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</tr>
<tr>
<td>Subdivision Name</td>
<td>WGS84</td>
</tr>
<tr>
<td>Latitude:</td>
<td>-120.688000000</td>
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<tr>
<td>Longitude:</td>
<td>-120.688000000</td>
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<tr>
<td>Lot #</td>
<td>0</td>
</tr>
<tr>
<td>Township</td>
<td>12E</td>
</tr>
<tr>
<td>Range</td>
<td>19</td>
</tr>
<tr>
<td>Section</td>
<td>12E</td>
</tr>
<tr>
<td>Groundwater Subbasin:</td>
<td>Merced Turlock Delta Mendota Chowchilla Other</td>
</tr>
</tbody>
</table>

### Water Well Contractor Information

<table>
<thead>
<tr>
<th>Element</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-57 Address/PO Box#</td>
<td>East Main Street</td>
</tr>
</tbody>
</table>

### Exemption Classifications and Requests

- Public Agency 9.27.050 B(1) (Complete Section A.)
- Domestic ≤ 2 AFY on a Parcel 9.27.050 B(3) (Complete Section B.)
- Replacement Well 9.27.050 B(1) (Complete Section B.)
- Backup Well 9.27.050 B(2) (Complete Section B.)
- Dewatering 9.27.050 C(7) (Complete Section C.)
- Export Exemptions 9.27.050 C(1)-(5) (Complete Section D.)

### Intended Use

- Agricultural/Irrigation
- Domestic Private
- Industrial
- Municipal (public water supply)
- Test Well (temporary casing)
- Geothermal
- Cathodic Protection
- Out of Service

### Proposed Well Construction

- Reverse Rotary
- Cable Tool
- Hollow Stem Auger
- Rotary Sonic
- Hydro Punch
- Cone Penetration (CPT)
- Push
- Construction with Destruction
- Soil Boring to 30' Abandon with Next Cement

### Existing Well

- Destruction
- Reconstruction/Deepening
- Failed Well Water level too low
- Failed Well Other

### Well Completion Report (WCR) No.

- Permit Stipulations (Monitoring and Reporting):
  - Report groundwater extracted, as total acre-feet, on an annual basis for the prior calendar year.
  - Report groundwater elevation, Spring and Fall, in ft referenced to Mean Sea Level (msl).

### Completion Report

- Call 24 hours in advance, with permit no. to request an inspection. Destroy according to

### Exemptions

<table>
<thead>
<tr>
<th>Exemption Classification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 9.27.050 B(1) (Explain)</td>
<td>12E</td>
</tr>
<tr>
<td>No. 9.27.050 B(3) (Explain)</td>
<td>12E</td>
</tr>
<tr>
<td>No. 9.27.050 B(2) (Explain)</td>
<td>12E</td>
</tr>
<tr>
<td>No. 9.27.050 C(7) (Explain)</td>
<td>12E</td>
</tr>
<tr>
<td>No. 9.27.050 C(1)-(5) (Explain)</td>
<td>12E</td>
</tr>
</tbody>
</table>

### Land Subsidence Area

- Known or estimated recent subsidence rate

### Application Information

- Applicant/Property Owner
- Owner, Legal Name if Corporation
- Address/PO Box#
- Street Name
- City, State
- Zip Code
- Telephone#

### Well Casing Material

- Well Casing Diameter
- Well Casing Estimated Total Depth
- Depth to Corcoran Clay
- Conductor Casing Material
- Conductor Casing Diameter
- Conductor Casing Estimated Depth
- Conductor Casing Depth
- Annular Seal Depth
- Borehole Diameter
- Screened Interval(s)
- Gravel Pack
- Maximum Estimated Instantaneous Flow
- Anticipated Static Groundwater Elevation (Fall)

### Special Methods/Other

- Attatch and explain.

### Other

- Address, Street Name City (or nearest cross streets)
- Anticipated Static Groundwater Elevation (Fall)
- Gravel Pack
- Special Methods/Other (Attach and explain.)
Pedestal | Installed By | Driller | Pump Contractor | Other
--- | --- | --- | --- | ---
Concrete Pedestal | Width (ft) | Length (ft) | Thickness (in) | Christy Box | Steve Pipe
Pump | Installed By | Driller | Pump Contractor | Other
--- | --- | --- | --- | ---
Submersible | Turbine | Other | HP | Pump Position (ft, bgs)
Multiple pumps | Yes (Explain.)
| Submersible | Turbine | Other | HP | Pump Position (ft, bgs)
| Submersible | Turbine | Other | HP | Pump Position (ft, bgs)

**Statements and Signatures - Water Well Drilling Contractors**

I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 5, Division 3 (commencing with Section 7000) and I hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

[Signature]

Contractor Printed Name

Contractor Signature

Date

**Statements and Signatures - Property Owners**

California Environmental Quality Act (CEQA)

☐ Work proposed in this application (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants, Proposal is not located in an area that would adversely affect the significance of a historical resource, Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

☐ Work proposed in this application is in a sensitive area (Explain.).

Indemnity and Hold Harmless Agreement

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I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name

[Signature]

Property Owner Signature

Date

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) deposite and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. Any application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed

[Signature]

Date

[Signature]

Date

**RECEIVED**

MCDE Staff Approval

Staff Approval Date

Expiration Date

Certified Professional Approval

Certified Professional Approval Date

Fee Received $45.00

Date Received 1/31/2017

Invoice # 88167

Check #

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY ALL AUTHORIZED OFFICERS OR REPRESENTATIVES OF THE DELEGATED AUTHORITY; THIS PERMIT SHALL BE AVAILABLE AT THE SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.
<table>
<thead>
<tr>
<th>Pedestal</th>
<th>Installed By □ Driller □ Pump Contractor □ Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Concrete Pedestal Dimension: Width (ft) Thickness (in) Christy Box Pump Pipe</td>
</tr>
<tr>
<td>Pump</td>
<td>Installed By □ Driller □ Pump Contractor □ Other</td>
</tr>
<tr>
<td></td>
<td>□ Submersible □ Turbo □ Other HP Pump Position (ft, bgs) Standing Water Level (ft, msl)</td>
</tr>
<tr>
<td>Multiple pumps □ No □ Yes (Explain.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ Submersible □ Turbo □ Other HP Pump Position (ft, bgs)</td>
</tr>
<tr>
<td></td>
<td>□ Submersible □ Turbo □ Other HP Pump Position (ft, bgs)</td>
</tr>
</tbody>
</table>

**Statements and Signatures - Water Well Drilling Contractors**

I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7000) and I hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate and true and representative of site conditions.

Kathleen B. Cock

Contractor Printed Name

Contractor Signature

Date

**Statements and Signatures - Property Owners**

California Environmental Quality Act (CEQA)

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Signed: ____________________________

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**MCDEH Staff Approval**

Staff Approval Date

Expiration Date

**MCCEO Staff Approval**

Staff Approval Date

Expiration Date

**Certified Professional Approval**

Certified Professional Approval Date

Fee Received Date

Invoice #

Check #

This permit is not valid until properly signed by all authorized officers or representatives of the delegated authority; this permit shall be available at the site during all construction, repair, modification, or abandonment activities.

Rev. 04-08-15
**Well Location Information**

<table>
<thead>
<tr>
<th>Well Location Address, Street Name</th>
<th>City</th>
<th>Assessor Parcel Number (APN)</th>
<th>Total Acreage</th>
<th>Subdivision Name</th>
<th>Latitude:</th>
<th>Longitude:</th>
<th>Lot #</th>
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<tbody>
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<td>012-030-028-00 Newport Road</td>
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**Land Surface Elevation**

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<tr>
<th>Land Surface Elevation Data Source</th>
<th>Number of Existing Wells on this APN (one or more, complete letter(s) of intent)</th>
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<tr>
<td></td>
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**Well Casing Information**

<table>
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<tr>
<th>Casing Material</th>
<th>Casing Gauge</th>
<th>Casing Diameter</th>
<th>Casing Estimated Total Depth</th>
<th>Depth to Corcoran Clay</th>
<th>Conductor Casing Material</th>
<th>Conductor Casing Gauge</th>
<th>Conductor Casing Diameter</th>
<th>Conductor Casing Estimated Depth</th>
<th>Annular Seal Estimated Depth</th>
<th>Borehole Diameter</th>
<th>Screened Interval(s)</th>
<th>Gravel Pack</th>
<th>Maximum Estimated Instantaneous Flow</th>
<th>Anticipated Static Groundwater Elevation (Fall)</th>
<th>Special Methods/Other (Attach and explain)</th>
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<tbody>
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<td>Sch 40 PVC</td>
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<td>100.00 to 45.00 and 45.00 to</td>
<td>3.00</td>
<td></td>
</tr>
</tbody>
</table>
I hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kenneth B. Cobb
09/23/16

Contractor Printed Name

Contractor Signature

Date

---

Indemnity and Hold Harmless Agreement

Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity included, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will or request and at its expense, defend any actions suit or proceeding arising hereunder. This clause shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name

Gary Hansen

Property Owner Signature

Date 11/50/2016

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) hereby depropose and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying such existing and proposed well will be included. An application involving a New Well, De Minimus Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signature Date

Property Owner 1

Property Owner 2

---

This permit is not valid until properly signed by all authorized officers or representatives of the delegated authority. This permit shall be available at the site during all construction, repair, modification, or abandonment activities.

Revised 04.30.15
I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7000) and hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kathleen B. Cook
1/25/17

Contractor Printed Name  Contractor Signature  Date

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I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name  Gary Hampton  Property Owner Signature  1/30/17

There are no deed restrictions on this land that would prohibit this type of use or development. (We) 

depose and say that I am the property owner involved in this application and the forgoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing and proposed well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed  Property Owner  Date  Property Owner  Date

MCDEH Staff Approval  Staff Approval Date  Expiration Date
MCCEO Staff Approval  Staff Approval Date  Expiration Date
Certified Professional Approval  Certified Professional Approval Date

Fee Received  Date Received  Invoice #  Check #

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY ALL AUTHORIZED OFFICERS OR REPRESENTATIVES OF THE DELEGATED AUTHORITY; THIS PERMIT SHALL BE AVAILABLE AT THE SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.
PROJECT NUMBER
Wood Rogers

PROJECT: Wood Rodgers
LOCATION: Newport Road Ballico
APN: 042-030-028-00
DRILLING CONTRACTOR: National EWP
37.47949 N -120.69566 W
DRILLING METHOD & EQUIPMENT USED: Sonic
WATER DEPTH:
START: 9/26/2016

WELL COMPLETION DIAGRAM

1- Ground elevation at well
2- Top of casing elevation
3- Wellhead protection cover type pad top to 6" inside
   a) drain tube?
   b) concrete pad dimensions
4- Dia./type of well casing
5- Type/size of screen
   a) Quantity used
6- Type screen filter
   a) Quantity used
7- Type of seal
   a) Quantity used
8- Grout
   a) Grout mix used
   b) Method of placement
   c) Vol. of well casing grout
9- Sump below screen
   a) Quantity used
   b) Method of placement
   c) Vol. of well casing grout
   d) Wellhead protection cover type pad top to 6" inside

Development method
Development time
Estimated purge volume
Comments

Neat Cement with Bentonite

4" Bottom Cap

6.5

50

46

46

100

3

2

1

8

7

6

5

4

3

2

1

6.5

50

46

46

100

3

2

1

8

7

6

5

4

3

2

1

6.5

50

46

46

100

3

2

1

8

7

6

5

4

3

2

1

6.5

50

46

46

100

3

2

1

8

7

6

5

4

3

2

1

6.5

50

46

46

100
**Applicant/Property Owner Information**

<table>
<thead>
<tr>
<th>Owner, Legal Name if Corporation</th>
<th>PO Box 260</th>
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**Well Location Information**

<table>
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<th>Well Location Address, Street Name</th>
<th>City</th>
<th>East Avenue</th>
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<th>Assessor Parcel Number (APN)</th>
<th>Total Acreage</th>
<th>Subdivision Name</th>
<th>Lot #</th>
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**Latitude**

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<th>WGS 84</th>
<th>(N), Longitude:</th>
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**Land Surface Elevation (ft, msl)**

<table>
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<tr>
<th>Land Surface Elevation Data Source</th>
<th>TSS</th>
<th>Number of Existing Wells on this APN</th>
<th>[one or more, complete Letter(s) of Intent]</th>
</tr>
</thead>
</table>

**Township Range Section**

| Groundwater Subbasin: | Merced | Turlock | Delta-Mendota | Chowchilla | Other |

**Gravel Pack**

- [ ] Hydro Punch
- [ ] Cone Penetration (CPT)
- [ ] Push
- [ ] Construction with Destruction
- [ ] Other (Explain.)

**Conductor Casing**

<table>
<thead>
<tr>
<th>Conductor Casing Material</th>
<th>Conductor Casing Gauge</th>
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</table>

<table>
<thead>
<tr>
<th>Conductor Casing Diameter</th>
<th>Annular Seal Estimated Depth</th>
<th>Borehole Diameter</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Screened Interval(s)</th>
<th>Gravel Pack</th>
<th>Maximum Estimated Instantaneous Flow</th>
</tr>
</thead>
</table>

**Well Casing**

- [ ] Sch 40 PVC
- [ ] Sch 40 PVC

**Existing Well** (destructions/modifications, if available)

- [ ] Destruction
- [ ] Repair
- [ ] Replacement

**Licensed Well Contractor (C·S 7) Name**

<table>
<thead>
<tr>
<th>Name</th>
<th>East Main Street</th>
<th>License #</th>
<th>Woodland, CA</th>
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**Assessor Parcel Number (APN)**

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<thead>
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<th>Total Acreage</th>
<th>Subdivision Name</th>
<th>Lot #</th>
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**License #**

<table>
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<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Telephone #</th>
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</table>

**Proposed Well Construction** (Attach drawing providing detail, if available.)

- [ ] Reverse Rotary
- [ ] Cable Tool
- [ ] Hollow Stem
- [ ] Auger
- [ ] Rotary Sonic
- [ ] Hydro Punch
- [ ] CPT
- [ ] Push
- [ ] Construction with Destruction
- [ ] Other (Explain.)

<table>
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<tr>
<th>Well Casing Material</th>
<th>Well Casing Gauge</th>
<th>Well Casing Diameter</th>
<th>Well Casing Estimated Total Depth</th>
<th>Depth to Corcoran Clay</th>
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</table>

<table>
<thead>
<tr>
<th>Conductor Casing Material</th>
<th>Conductor Casing Gauge</th>
<th>Conductor Casing Diameter</th>
<th>Annular Seal Estimated Depth</th>
<th>Borehole Diameter</th>
<th>Screened Interval(s)</th>
<th>Gravel Pack</th>
<th>Maximum Estimated Instantaneous Flow</th>
</tr>
</thead>
</table>

**Special Methods/Other**

- [ ] Attaching and explain.

**Land Subsidence Area**

<table>
<thead>
<tr>
<th>Known or estimated recent subsidence rate</th>
<th>Source and date of subsidence rate reference</th>
</tr>
</thead>
</table>

**Special Methods/Other** (Attach and explain.)

- [ ] Well Construction, DESTRUCTION, MINING, AND EXPORT APPLICATION/PERMIT

**MERCE COUNTY CODE, CHAPTERS 9.27 and 9.28**

Merced County Department of Public Health, Division of Environmental Health (MCDEH)

260 E 15th St., Merced, CA 95341 (209) 381-1100 Fax (209) 384-1593 www.co.merced.ca.us

**Special Methods/Other**

- [ ] Anticipated Static Groundwater Elevation (Fall)
- [ ] Maximum Estimated Instantaneous Flow

**Special Methods/Other** (Attach and explain.)

- [ ] Well Completion Report (WCR)
- [ ] Permit Specifications (Monitoring and reporting):
  - Report groundwater extracted, as total acre-feet, on an annual basis for the prior calendar year.
  - Report groundwater elevation, Spring and Fall, in feet, referenced to Mean Sea Level (MSL).
  - Other call 24 hours in advance, with permit #, to request an inspection.

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)

**Special Methods/Other** (Attach and explain.)

- [ ] Special Methods/Other (Attach and explain.)
Pedestal

- Concrete Pedestal: Width 2.00 (ft) Length 2.00 (ft) Thickness 0.05 (in) Christy Box • Stove Pipe

Pump

- Installed By: Driller Pump Contractor Other
- Submersible Turbine Other
- Multiple pumps No Yes (Explain)
- HP Pump Position (ft, lbs) Standing Water Level (ft, mid)

**Statements and Signatures - Water Well Drilling Contractors**

I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7000) and hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kenneth B. Cook

09/20/16

Contractor Printed Name
Contractor Signature
Date

**Statements and Signatures - Property Owners**

California Environmental Quality Act (CEQA)

A Work proposed in this application, (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants. Proposal is not located in an area that would adversely affect the significance of a historical resource. Proposal is not located on a hazardous waste site (i.e., the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

Or

- Work proposed in this application is in a sensitive area (Explain).  

**Indemnity and Hold Harmless Agreement**

Applicant has the contracted duty hereinafter "COUNTY") to indemnify, defend and hold harmless, County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused by any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJEC Approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name: [Signature] Date: 11-30-2016

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) ___ do ___ do not ___ depose and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. Applicant, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed: [Signature] Date: 3-8-17

Property Owner 1

Date: 3-8-17

Property Owner 2

Date: 3-8-17

**MCDEH Staff Approval**

Date: 3-1/17

Expiration Date

**MCCEQ Staff Approval**

Date: 3-1/17

Expiration Date

Certified Professional Approval Date

Fee Received: $ 45.00
Date Received: 2-31-2017 Invoice #: 381167
Check #  

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY ALL AUTHORIZED OFFICERS OR REPRESENTATIVES OF THE DELEGATED AUTHORITY; THIS PERMIT SHALL BE AVAILABLE AT THE SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.
Water Stalt ~pprov5T

---

MCCED Staff Approval
MCCED Staff Approval
Certified Professional Approval

Fee Received $ Date Received INVOICE Check #

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Approved 9/20/15


---

Statements and Signatures - Water Well Drilling Contractors

I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7003) and I hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Contractor Printed Name: ___________________________ Contractor Signature: ___________________________ Date: ______________

---

Statements and Signatures - Property Owners

California Environmental Quality Act (CEQA)

1. Work proposed in this application (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat or that would adversely affect the significant of a historic resource. Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

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I have read, agree and accept the County Indemnity and Hold Harmless Agreement: ___________________________ Property Owner Signature: ___________________________ Date: ______________

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) ___________________________ deposite and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are all respects true and correct to the best of my knowledge and belief.

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Signed: ___________________________ Date: ______________

Property Owner 1: ___________________________ Date: ______________

Property Owner 2: ___________________________ Date: ______________
1. Ground elevation at well:

2. Top of casing elevation:

3. Wellhead protection cover type:
   a) drain tube?
   b) concrete pad dimensions:

4. Dia./Type of well casing:

5. Type/slot size of screen:

6. Type screen filler:
   a) Quantity used:

7. Type of seal:
   a) Quantity used:

8. Grout:
   a) Grout mix used:
   b) Method of placement:
   c) Vol. of well casing grout:

9. Sump below screen:

Development method:

Development time:

Estimated purge volume:

Comments:

Nothing:

Easting:

Latitude:

Longitude:
### Applicant/Property Owner Information

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<thead>
<tr>
<th>City: Turlock</th>
<th>PO Box: 280</th>
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<tr>
<td>Owner, Legal Name: Newport Road</td>
<td>Address/PO Box: Street Name</td>
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<tr>
<td>City: () or nearest crossing streets</td>
<td>East Avenue</td>
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### Well Location Information

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<th>Assessor Parcel Number (APN):</th>
<th>Total Acreage:</th>
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<td>Latitude:</td>
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<td>(ft, msd)</td>
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<tr>
<th>Land Surface Elevation:</th>
<th>Number of Existing Wells on this APN:</th>
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<tr>
<td>(ft, msl)</td>
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<th>Township:</th>
<th>Range:</th>
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<thead>
<tr>
<th>Water Well Contractor Information</th>
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<tbody>
<tr>
<td>Licensed Water Well Contractor (C-57) Name: Woodland, CA</td>
</tr>
<tr>
<td>City: East Main St.</td>
</tr>
<tr>
<td>Street Name: C-57 Address/PO Box:</td>
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### Exemption Classifications and Requests

| Public Agency 9.27.050 B(1) (Explain in attachment.) |
| Domestic ≤ 2 AFV on a Parcel 9.27.050 B(3) (Complete Section A.) |
| Back-up Well 9.27.050 B(2) (Complete Section B.) |
| Dewatering 9.27.050 C(7) (Explain in an attachment.) |
| Other (Explains.) |
| Export Exemptions 9.27.050 C(1)-(6) (Explain in an attachment and complete Section D.) |

### Intended Use

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<th>Agricultural/Irrigation</th>
<th>Commercial/Industrial/Manufacturing</th>
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<tr>
<td>Domestic Private</td>
<td>Municipal (public water supply)</td>
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<td>Industrial</td>
<td>Test Well (temporary casing)</td>
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<tr>
<td>Geothermal</td>
<td>Other (Explains.)</td>
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<tr>
<td>Cathodic Protection</td>
<td>Out of Service</td>
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### Proposed Well Construction

<table>
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<tr>
<th>Well Casing Material:</th>
<th>Well Casing Gauge:</th>
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<tbody>
<tr>
<td>SCH 40 PVC</td>
<td>SCH 40 PVC</td>
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<tr>
<td>Well Casing Diameter:</td>
<td>Well Casing Estimated Total Depth:</td>
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<tr>
<td>2.20 (in)</td>
<td>100.00 (ft)</td>
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<tr>
<td>Depth to Corcoran Clay:</td>
<td>Conductor Casing Material:</td>
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<tr>
<td>100.00 (ft)</td>
<td>N/A</td>
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<tr>
<td>Conductor Casing Diameter:</td>
<td>Conductor Casing Gauge:</td>
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<td>N/A</td>
<td>N/A</td>
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<td>Conductor Casing Depth:</td>
<td>Annular Seal Estimated Depth:</td>
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<td>48.00 (ft)</td>
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<td>Borehole Diameter:</td>
<td>Screened Interval(s):</td>
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<td>7&quot;</td>
<td>100.00 to 50.00 and 50.00 to 150.00</td>
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<tr>
<td>Gravel Pack</td>
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<td>Maximum Estimated Instantaneous Flow:</td>
<td>Anticipated Static Groundwater Elevation (Fall):</td>
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<td>3.00 (ft, msl)</td>
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### Existing Well

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<tr>
<th>Well Completion Report (WCR) No.:</th>
<th>Well Casing Material:</th>
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<tr>
<td>MBB 5015642</td>
<td>SCH 40 PVC</td>
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### Land Subsidence Area

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<th>Source of recent subsidence rate:</th>
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<tr>
<td>NIA (In/yr)</td>
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### Other

<table>
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<tr>
<th>Permit Stipulations (Monitoring and Reporting):</th>
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<tr>
<td>Report groundwater extracted, as total acre-feet, on an annual basis for the prior calendar year.</td>
</tr>
<tr>
<td>Permit groundwater elevation, Spring and Fall, in feet, referenced to Mean Sea Level (msl),</td>
</tr>
<tr>
<td>Other call 24 hrs in advance to request an inspection.</td>
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</tbody>
</table>

### Special Methods/Other (Attach and explain.)

### Signature

<table>
<thead>
<tr>
<th>Name:</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Turlock</td>
<td>(209) 384-1593</td>
</tr>
</tbody>
</table>

### Complete and Attach Required Scaled Plot Plan

### Drawing Number

<table>
<thead>
<tr>
<th>Drawing Number:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 - 00 - 00</td>
<td>JAN 27 2017</td>
</tr>
</tbody>
</table>
Pedestal: Installed By ☐ Driller ☐ Pump Contractor ☐ Other
☐ Concrete Pedestal Dimension: Width 2.00 (ft) Length 2.00 (ft) Thickness 4.00 (in) Christy Box ☐ Steel Pipe

Pump: Installed By ☐ Driller ☐ Pump Contractor ☐ Other
☐ Submersible ☐ Turbine ☐ Other HP Pump Position (ft, bgs) Standing Water Level (ft, msl)

Statements and Signatures - Water Well Drilling Contractors

I hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kenneth B. Cook
Contractor Printed Name

Statements and Signatures - Property Owners

California Environmental Quality Act (CEQA)

☐ Work proposed in this application (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants, Proposal is not located in an area that would adversely affect the significance of a historical resource, Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

☐ Work proposed in this application is in a sensitive area (Explain).

Indemnity and Hold Harmless Agreement

Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, expert witness and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative record costs, administrative record costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the Claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name: Mary R. Hancock
Property Owner Signature: ________________________
Date: 11/30/2016

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) hereby depose and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed: ________________
Property Owner 1
Date: 3-27-17

Certified Professional Approval

Staff Approval Date: 3/1/17
Expiration Date: 2/28/18

This permit is not valid until properly signed by all authorized officers or representatives of the delegated authority, this permit shall be available at the site during all construction, repair, modification, or abandonment activities.
### Statements and Signatures - Water Well Drilling Contractors

I possess a C-57 license in full force and effect under the provisions of the Business and Professions Code, Chapter 9, Division 3 (commencing with Section 7000) and hereby affirm, under penalty of perjury, the plot plan and all other information submitted with this application is accurate, true and representative of site conditions.

Kendall B. Cook
1/26/17

### Statements and Signatures - Property Owners

California Environmental Quality Act (CEQA)

- Work proposed in this application (Proposal) is not in a sensitive area, including but not limited to the following: Proposal is not located in a sensitive natural area including wetland, stream channel or other sensitive habitat, and would not require removal of trees or other sensitive native plants. Proposal is not located in an area that would adversely affect the significance of a historical resource. Proposal is not located on a hazardous waste site (i.e., site is not included on any list compiled pursuant to Section 65962.5 of the Government Code), and Proposal will not have a significant effect on the environment due to unusual circumstances.

Or

- Work proposed in this application is in a sensitive area (Explain).

### Indemnity and Hold Harmless Agreement

Applicant has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless County, its Board of Supervisors, commissions, officers, employees, agents and assigns (hereinafter "COUNTY") from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, experts and consultant fees and other costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, will of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petition, or the like for bodily injury, property damage, personal injury, contractual damages, will of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to, employees, agents, commissions, boards, and officers of Applicant. Applicant's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of the Applicant, its employees, subcontractors, agents, and officers. The duty shall extend to any allegation or claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first notice of filing a lawsuit, claim, petition, or allegation of liability against COUNTY. Applicant will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause shall not be limited to any claim, petition, demand, liability, judgment, award, interest, attorney's fees, expert or consultant witness fees, legal research fees, staff and administrative costs, materials, and costs and expenses of whatsoever kind or nature, that may arise during the term of this Agreement, but shall also apply to all such claims and the like, after the term of this contract, including but not limited to actions arising from public interest, land use and environmental legal actions, brought against the COUNTY following PROJECT approval, modification, denial, or the exercise or exhaustion of administrative appeals. Attorney's fees shall include any and all attorneys fees but not be limited to attorney's fees and staff time incurred by the offices of COUNTY counsel. COUNTY shall have full discretion to select legal counsel of its own choosing to represent COUNTY, at a cost not exceeding the prevailing and reasonable rates for counsel practicing environmental and land use law in the State of California, or practicing any other area of law that the COUNTY determines the claim may reasonably require. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

I have read, agree and accept the County Indemnity and Hold Harmless Agreement:

Property Owner Printed Name: __________________________ Property Owner Signature: __________________________ Date: __________________________

There are no deed restrictions on this land that would prohibit this type of use or development. I (We) ________________ deposit and say that I am the property owner involved in this application and the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

As property owner, I hereby grant permission to perform work as indicated by this application. A plot plan displaying each existing and proposed well will be included. An application involving a New Well, De Minimis Well, Back-up Well, Replacement of a Failed or Out of Service Well will be accompanied by a Letter of Intent, signed by myself, for each existing well. As owner, I agree to provide access to Merced County personnel for inspection purposes. Some monitoring and reporting may be required.

Signed: __________________________

Property Owner 1: __________________________

Date: __________________________

Property Owner 2: __________________________

Date: __________________________