

10558



Division of Environmental Health
100 H Street - Suite 100 - Eureka, CA 95501
Phone: 707-445-6215 - Toll Free: 800-963-9241
Fax: 707-441-5699
envhealth@co.humboldt.ca.us

RECEIVED

APR 21 2017

HUMBOLDT COUNTY DIVISION OF ENVIRONMENTAL HEALTH
WATER WELL APPLICATION

16/17-K-72

CONSTRUCTION - REPAIR - DESTRUCTION

The Well Permit will be returned to the property owner when approved by Humboldt County Division of Environmental Health (DEH)

Instructions:

1. Complete both sides and submit the Water Well Application with required fee. Include Well Driller's signature and property owner's signature.
2. Work on a well shall not be started prior to approval of the Water Well Application by DEH.
3. Any changes made to the location of a new well shall be approved by DEH prior to commencement of drilling.
4. Well Driller shall notify DEH a minimum of 24 hours prior to sealing the annular space.

Site Address	<u>3 Creeks Rd</u>	APN	<u>S22-025-006</u>
City/State/Zip	<u>Willow Creek</u>	CA	<u></u>
Directions to Site	<u>299 to Old 3 creeks Rd, six miles up to Supply Creek Rd, 1 mile down property on right</u>		
Applicant	<u>Watson Well Drilling Inc.</u>	Contact	<u>Teri Watson</u>
Mailing Address	<u>500 Summer Street</u>	Work Phone	<u>707-442-2249</u>
City/State/Zip	<u>Eureka, Ca 95501</u>	Cell Phone	<u></u>
Property Owner	<u>Nicholas Eddy</u>	Home Phone	<u>707 601 7205</u>
Mailing Address	<u>718 Old Wagon Rd</u>	Work Phone	<u>707 601 7205</u>
City/State/Zip	<u>Trinidad, CA 9570</u>	Cell Phone	<u>707 601 7205</u>
I hereby grant 'right-of-entry' for inspection purposes			
Drilling	<u>Watson Well Drilling Inc.</u>	C-57	<u></u>
Contractor	<u>Watson Well Drilling Inc.</u>	License #	<u>1014048</u>
I hereby agree to comply with all laws and regulations of the County of Humboldt and the State of California Department of Water Resources Bulletin 74 pertaining to water well construction. I will contact Humboldt County Division of Environmental Health (DEH) when I commence work. Within 30 days after completion of work, I will furnish DEH a report of the work performed.			
Well Driller Signature:			
Would driller like a copy of approved application?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> U.S. Mail address:	<u></u>		
<input checked="" type="checkbox"/> Email address:	<u>Admin@watsonwelldrillinginc.com</u>		
Type of Application:	Construction:	Intended Use:	
<input checked="" type="checkbox"/> Construction	Estimated Depth (ft.) <u></u>	<input checked="" type="checkbox"/> Domestic - private	
<input type="checkbox"/> Destruction	Diameter (in.) <u></u>	<input type="checkbox"/> Community Supply	
<input type="checkbox"/> Repair/Modification	Depth of Seal (ft.) <u></u>	<input type="checkbox"/> Irrigation	
	Sealing Material <u></u>	<input type="checkbox"/> Other <u></u>	

*



PE code 2782



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Authorization for Access to Property

This form may be used in lieu of obtaining property owner's 'right of entry' authorization on the Water Well Application. Property owner's authorization must be received by Environmental Health prior to permit issuance.

I authorize the Department of Health and Human Services, Division of Environmental Health, access to my property for the purpose of the initial and final inspection of water well

APN 522-025-006

- construction
- destruction
- modification

Date 4/19/17

Property Owner's Name (print) Nicholas Eddy

Property Owner's Signature 

COPY

Estimated Work Dates:	Casing:	Type of Sewage System:
Start _____	Diameter (In.) _____	<input type="checkbox"/> Community Sewer
Completion _____	Material _____	<input type="checkbox"/> OWTS (Septic)
		Distance from well site to OWTS _____



Special Requirements/Comments:

PLOT PLAN

(See Attached)

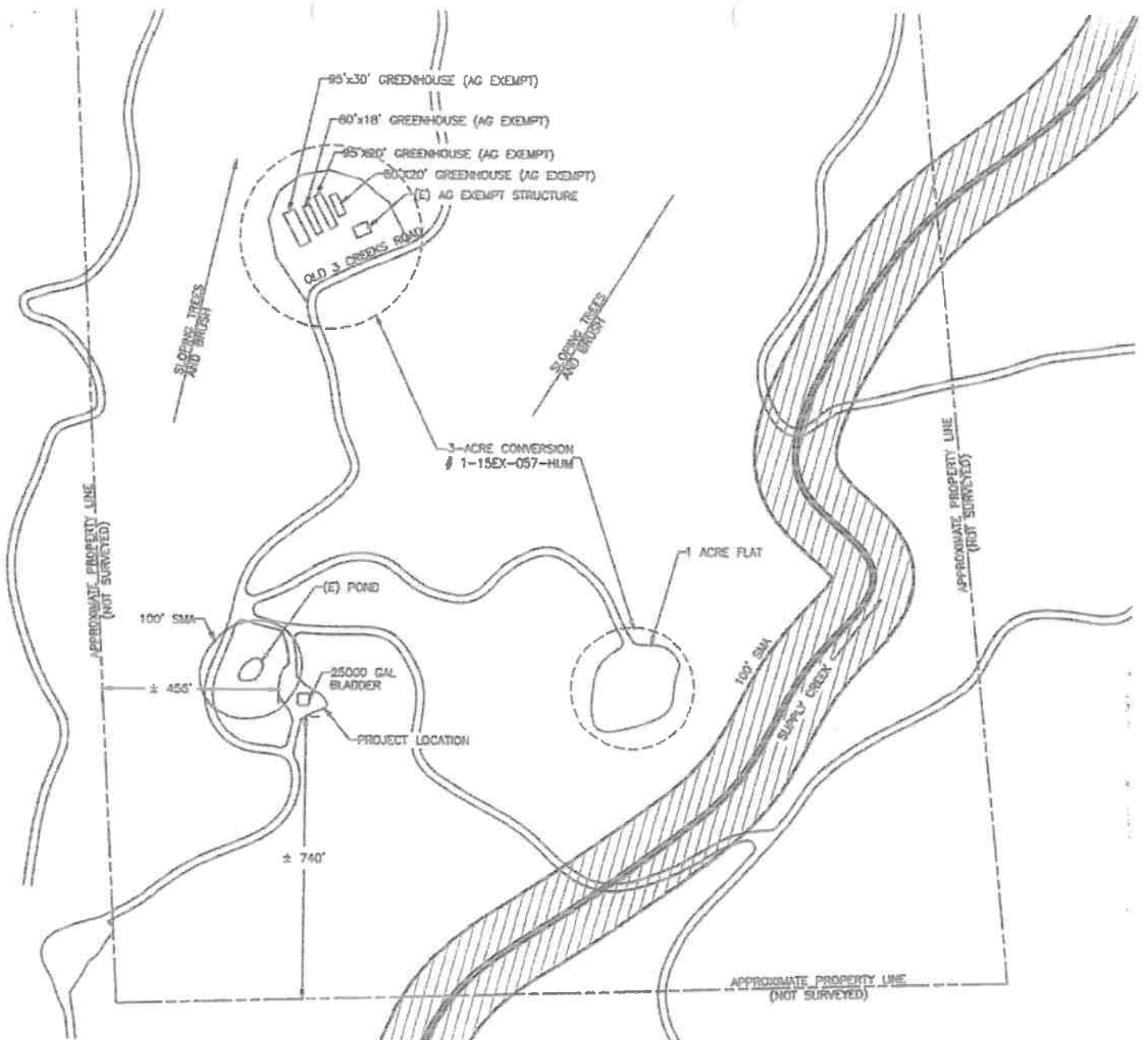
RECEIVED

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HUMBOLDT COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

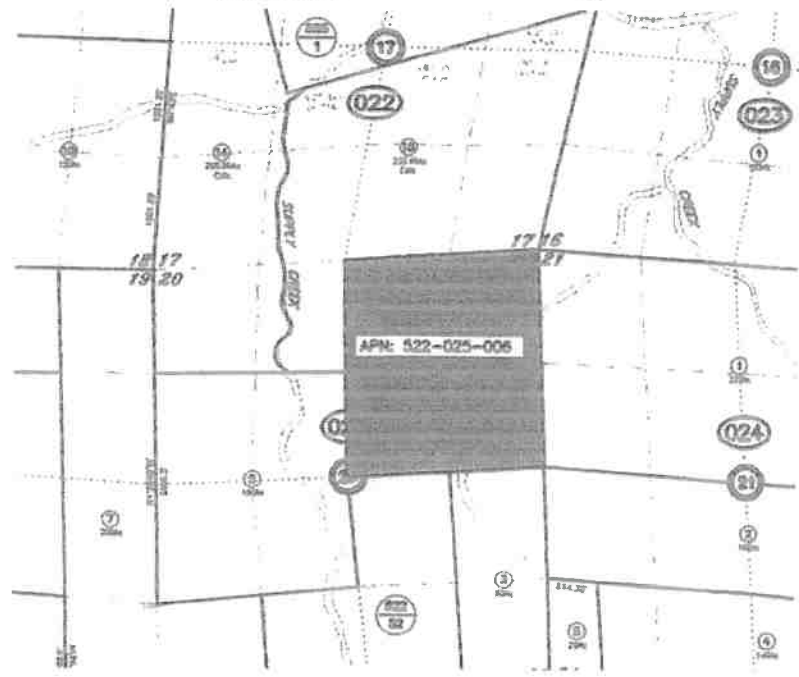
FOR OFFICE USE ONLY

Fee: <u>373</u>	Site Approved by: <u>A. M. Polinsky</u>
Date: <u>4-21-17</u>	Site Approved Date: <u>5/8/17</u>
Receipt: <u>216188</u>	Sealed to Depth of: _____
Project #: <u>16/17-1042</u>	Seal observed: <input type="checkbox"/> Yes <input type="checkbox"/> No
Paid by: <u>Wilson Well Drill</u>	Final Approved Date: _____



PLAN VIEW
 1" = 200'
 0 200 400
 NTS

COPY





Estimate / Contract 170051

Date: 04/19/17

Buyer : Eddy, Nick
Supply Creek/Three Creeks

License # 1014048 C57



Address : Watson Well Drilling, Inc.
500 Summer Street
Eureka, CA 95501

Well Location : Eddy - Well #1
Supply Creek/Three Creeks

Phone : 707-442-2249
Fax : 707-237-2316

Phone : 707-601-7205
Cell :

		Amount
100	Well Permit Fee	<u>373.⁰⁰</u>
101	Coastal Well Permit Fee	<u>4</u>
105	Non-Refundable Deposit	<u>500.⁰⁰</u>
107	Equipment Set-Up Fee	<u>3500.⁰⁰</u>
115	<u>8</u> " Conductor / Surface Seal	<u>825.⁰⁰</u>
120	PVC Cased Well <u>4 1/2</u> " @ \$ <u>40.⁰⁰</u> Per Ft.	<u> </u>
130	Steel Cased Well <u>6</u> " @ \$ <u>20.⁰⁰</u> Per Ft.	<u> </u>
131	Under Reamer Shoe (if needed)	<u>425.⁰⁰</u>
135	Mud System (if needed)	<u>500.⁰⁰</u>
205	Pea Gravel Per Yard	<u>30.⁰⁰ YTD</u>
220	Additional Well Development (if needed)	<u>125.⁰⁰ HR</u>

The final invoice amount will be calculated after the well has been drilled and final footage and final well construction has been established. Estimated pricing is based on a "stable hole". There may be conditions encountered during the drilling process that will require changes in drilling methods resulting in the use of a different pricing structure other than what is outlined on this estimate. If the situation arises, the customer will be notified for approval before such changes are made. In the event a dry hole or a contaminate is encountered (i.e. natural gas, etc.) there can be an additional cost to the Buyer to properly seal off or destroy the well or bore hole.

WATSON WELL DRILLING CONTRACT

The following terms and conditions are the essence of this contract. Watson Well Drilling, Inc. will be referred to as WWD

A. BUYERS OBLIGATIONS

1. Buyer hereby warrants that he/she has full right and authority to enter into this contract and to authorize WWD to drill upon the land described in Exhibit B.
2. Buyer hereby grants to WWD, it's officers, agents and employees, full right to ingress and egress to and from said previously described land for the purpose of performing this contract and doing such acts incidental thereto as may reasonably be necessary in connection with such performance
3. Buyer will provide, at no charge to WWD, such space at the drill site and its proximity, as WWD may desire for it's pits, dumps, machinery, and the storage of material and equipment which may be required under this contract, and hold harmless WWD in the event of accidental damage to crops, trees, buildings, fences, walkways or any other property on or adjacent to such site.
4. Buyer hereby permits WWD to dump all drill cuttings, water and debris taken out of the hole during the progress of the work around and about the drill site at such places and in such manner as WWD may choose and WWD shall not be called upon to remove the same upon completion of the drilling.
5. Buyer hereby takes full responsibility for selecting the exact site of the drilling and Buyer shall be responsible for locating any underground utilities, gas lines, telephone lines, sewer or septic tanks lines and locations, or any other obstacles that would inhibit, interfere or violate any and all laws in regards to the site for the water well. Buyer also will take financial responsibility for towing fees if WWD's vehicles get stuck in the mud.
6. In the event that earth conditions will not reasonably permit drilling of a hole in the spot selected by the Buyer and WWD finds it necessary to make a move due to earth conditions, the price shall be at the rate as herein mentioned for the first hole plus the full price for the new location and the hole. The move shall be treated as a new hole for all purposes.
7. Buyer agrees to pay WWD a non-refundable \$500.00 deposit when the contract is signed. This will pay for the administration cost. Also, the permit fee will be due and payable when the contract is signed. (This fee varies depending on which county the Buyers well will be drilled).
8. The buyer also agrees to pay the amounts calculated by WWD upon the completion of the drilling and determination of the respective depths and / or any other unforeseen cost. The Buyer understands that the ESTIMATE is only a guide and the cost may increase considerably.
9. The Buyer agrees to provide reliable contact information so WWD can inform the Buyer of any important information concerning changes during the drilling process also when the well is nearing completion for payment . Any down time due to our inability to contact the Buyer is considered "Stand-By" time and will be charged \$385.00 per hour. Payment in full will be required after well is drilled and before the well seal is completed before WWD leaves the property.
10. Notice of Potential Natural Contamination: WWD hereby gives notice to Buyer that certain naturally occurring contaminants may be present in the ground water that will supply the water well being constructed. Such naturally occurring contaminants may include, but are not limited to, certain minerals, natural gas, bacteria and toxins such as arsenic, and may render the water produced by the water well unfit for human consumption unless the water is treated on an ongoing basis. WWD specifically disclaims any guarantee that the water produced by the water well will be free from any such contamination and the Buyer acknowledges being notified of such potential natural contamination by signing this agreement. The Buyer also acknowledges there can be additional cost incurred to seal off or destroy a well or bore hole because of contamination.
11. Notice of Importance of Testing; WWD hereby gives notice to Buyer that prior to using the water in the water well for any purpose and in particular for human consumption, buyer is advised to have water tested for naturally occurring contamination. Buyer is responsible for arranging, ensuring completion of, and payment for such testing. All risk of the presence of naturally occurring contaminants in the water shall be borne by the Buyer, and the presence of naturally occurring contaminants in the water shall not release Buyer from payment other than in accord with this agreement. Buyer acknowledges being notified of the importance of testing for naturally occurring contaminants by signing this agreement.

B. WWD'S OBLIGATIONS:

1. WWD, is an independent contractor and not an employee or agent of the Buyer.
2. WWD, shall determine the time, manner, means, and method of doing the work.
3. WWD, shall furnish all labor, tools, machinery necessary to carry out it's part of the contract, and shall prosecute the work under this contract diligently and in a good workmanlike manner.
4. WWD, agrees that the Buyer will not be responsible in case of accident or injury to persons or employees in connection with the drilling operations.
5. WWD, agrees to keep accurate record of the character of all strata passed through during the drilling process, of water levels, of casing used, of perforations made (if any), and of the size and location of any other materials and/or equipment installed, and to furnish Buyer with a copy of same within a reasonable time after completion.
6. WWD, warrants that the well shall be serviceably straight, round, all within generally accepted tolerances, and of full size as to allow the installation and operation of pumping equipment designed for a hole of that nominal diameter. WWD makes no other representation or warranties other than set forth, in writing, in this contract.

(cont.)

Buyer: Eddy, Nick

Contract # 170051

C. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES:

1. That neither WWD nor Buyer can tell what will be found underneath the surface of the earth and that the work of WWD is subject to those conditions which it might find underneath the surface, THEREFORE:
 - a. WWD does not agree to find or develop water, nor does it represent, warrant, or guarantee the quality, quantity or kind of water, if any, which may be encountered. All operations are at the risk of the Buyer and failure to strike water shall in no way release Buyer from payment of the full contract price, including dry hole cost, sealing or destroying well in case of contamination.
 - b. Dry Hole Discount: If WWD reaches maximum depth without producing _____ gallons per minute, it shall be considered a dry hole. Dry Hole shall be calculated @\$ 25. per foot, plus set up fee, surface seal and any other materials used in the drilling of the well.
 - c. WWD shall drill the hole with the diameter and casing sizes as specified previously as long as that size remains practicable considering the nature of the ground being drilled. When in the opinion of WWD it becomes impractical to proceed with the specified size, it may proceed with the drilling using the smaller size hole diameter and casing size most practicable to be used. If the Buyer deems it impractical for his purposes and orders WWD to discontinue all drilling operations or if WWD deems it impracticable to continue, work shall cease and WWD will be paid for all work performed according to the terms of this agreement. The drilling price shall remain the same as for the specified size.
 - d. WWD shall not be liable for any damage arising out of any delay or failure due to the hazards of drilling, but in the event of unreasonable delay or failure, this contract may be terminated by Buyer upon payment to WWD for all drilling done and material installed.
2. THE STARTING DATE: The starting date will be given at WWD's discretion and is an approximate date only, it being agreed that if the drilling equipment necessary for the work herein contemplated is without fault of WWD, detained on other jobs, then WWD shall not be responsible or liable to Buyer for any damages of any nature occasioned by any delay in commencing performance. In the event that the commencement of performance by WWD is so delayed for a period of sixty (60) days, Buyer may at his/her option terminate this contract by giving written notice to WWD on the day next succeeding the last day of the aforesaid period, and neither party shall in such event be liable to the other for any damages of any nature whatsoever.
3. If the performance of any of WWD's obligation hereunder is materially hampered, interrupted, delayed, or interfered with by reason of fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war (whether declared or undeclared) act of God or by the enactment of any Municipal, State or Federal Ordinance or law, or by the issuance of any executive or Judicial order or decree, or by any other legally constituted public authority, or by any other cause beyond reasonable control of WWD, at it's sole option, shall be relieved of the performance of it's obligation hereunder.
4. In the event of suit, action or arbitration brought regarding any matter or claim arising out of the subject matter of this agreement, the prevailing party shall be entitled to reasonable attorneys fees and cost to be set by the court or arbitrator in said suit, action or arbitration including any such fees and costs on appeal there from.
5. This contract shall be binding upon and inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties respectively.
6. The final invoice amount will be calculated after the well has been drilled and final footage and final well construction has been established. Estimated pricing is based on a "Stable Hole". There may be conditions encountered during the drilling process that will require changes in drilling methods resulting in the use of a different pricing structure other than what is outlined on this estimate. If the situation arises, the customer will be notified for approval before such changes are made. In the event a dry hole or a contaminate is encountered (i.e. natural gas, etc.) there can be an additional cost to the Buyer to properly seal off or destroy the well or bore hole.

Method of Payment Cash BALANCE IN _____ Cashiers Check Per./Bus. Check _____ Credit Card

THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND NO WARRANTY, EXPRESSED OR IMPLIED, REPRESENTATION, PROMISE, STATEMENT OR INDUCEMENT MADE BY EITHER PARTY HERETO OR BY ANY AGENT OR EMPLOYEE OF EITHER PARTY, WHICH IS NOT CONTAINED IN THIS WRITTEN AGREEMENT SHALL BE BINDING OR VALID. By signing this document the Buyer states that he or she has read and agrees to the terms of the Estimate/Contract. The Buyer has entered into a Lump Sum Contract with Watson Well Drilling, Inc.

170051

Eddy, Nick

Nicholas Eddy
Buyer Print Name

Watson Well Drilling, Inc.

[Signature] Date _____
Buyer Signature

[Signature] Date 4-19-17
Watson Well Drilling, Inc. Representative