

# Application for a Permit to Use Surface Water



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

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant Information

NAME BRIAN OR ANN LANSING		PHONE (HM) 541-679-7420	
PHONE (WK)	CELL 541-643-0643	FAX 541-679-7040	
ADDRESS 3791 OLALLA RD.			
CITY WINSTON	STATE OR	ZIP 97496	E-MAIL

### Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

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

AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL

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SALEM, OREGON

Note: Attach multiple copies as needed

### By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.



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

*[Handwritten Signature]*  
Applicant Signature  
*[Handwritten Signature]*  
Applicant Signature

Print Name and title if applicable

*6/16/11*  
Date

Print Name and title if applicable

Date

App. No. <u>1-87730</u>	For Department Use Permit No. _____	Date _____
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**SECTION 2: PROPERTY OWNERSHIP**

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

Yes

- There are no encumbrances.
- This land is encumbered by easements, rights of way, roads or other encumbrances.

No

- I have a recorded easement or written authorization permitting access.
- I do not currently have written authorization or easement permitting access.
- Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).
- Water is to be diverted, conveyed, and/or used only on federal lands.

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

\_\_\_\_\_

**SECTION 3: SOURCE OF WATER**

**A. Proposed Source of Water**

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Ben Irving Res.

Tributary to: Berry Creek

Source 2: \_\_\_\_\_

Tributary to: \_\_\_\_\_

Source 3: \_\_\_\_\_

Tributary to: \_\_\_\_\_

Source 4: \_\_\_\_\_

Tributary to: \_\_\_\_\_

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If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

Certificate 80425

**B. Applications to Use Stored Water**

Do you, or will you, own the reservoir(s) described in item 3A above?

Yes.

No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

**SECTION 4: WATER USE**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):  
*(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)*

SOURCE	USE	PERIOD OF USE	AMOUNT
Ben Irving Reservoir	Domestic Expanded	Year round	2 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

**For irrigation use only:**

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: \_\_\_\_\_ Acres                      Supplemental: \_\_\_\_\_ Acres

List the Permit or Certificate number of the underlying primary water right(s): \_\_\_\_\_

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

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: 1
- If the use is **mining**, describe what is being mined and the method(s) of extraction:  
 \_\_\_\_\_

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## SECTION 5: WATER MANAGEMENT

### A. Diversion and Conveyance

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 2 Horsepower submersible pump

Other means (describe): \_\_\_\_\_

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Water will be pumped from Ollala Creek to residence for domestic use and irrigation of up to 1/2 acre lawn/garden.

### B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

Household plumbing system and lawn/garden irrigation sprinklers.

### C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent adverse impact to public uses of affected surface waters.

Water is needed for domestic use at the property. Best residential management will be used to minimize water use and prevent run off/erosion.

## SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

- Diversion will be screened to prevent uptake of fish and other aquatic life.  
Describe planned actions: ODFW approved fish screening will be installed on pump intake prior to diversion of water.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
Describe planned actions: None planned.
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.  
Describe: None planned.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: Will use best residential management practices to prevent erosion and run off.

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**SECTION 7: PROJECT SCHEDULE**

Date construction will begin: Upon issuance of permit

Date construction will be completed: October 1, 2012

Date beneficial water use will begin: October 1, 2013

**SECTION 8: REMARKS**

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

\_\_\_\_\_

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## Herb Mosgar

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**From:** Jerre Woody [jlwoody@co.douglas.or.us]

**Sent:** Tuesday, June 21, 2011 4:46 PM

**To:** brian\_lansing@hotmail.com

**Cc:** herbert.l.mosgar@state.or.us

**Attachments:** Lansing LOWCD Contract #137.pdf

Hi Brian,

As you requested, I have attached a copy of contract no. 137 between you and LOWCD.

Jerre Woody  
Natural Resources Technician  
Douglas County Natural Resources  
1036 SE Douglas, Room 306  
Roseburg, OR 97470  
(541) 440-4255  
(541) 440-6264 Fax  
jlwoody@co.douglas.or.us

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**LOOKINGGLASS OLALLA WATER CONTROL DISTRICT  
AGREEMENT FOR PURCHASE OF STORED WATER**

AGREEMENT made this 1st day of March, 2005 between  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT (DISTRICT)  
and BRIAN LANSING (CONSUMER).

**WATER RIGHTS NOTES**

**DISTRICT AND CONSUMER AGREE:**

USE TO BE MADE OF WATER / STORAGE ALLOCATION / DIVERSION LOCATION:

USE OF WATER	ACRES	STORAGE ALLOCATED	TWP	RGN	SEC	TL OR ¼ SECTION
--------------	-------	-------------------	-----	-----	-----	-----------------

IRRIGATION	.050		29	7	4	4200
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DOMESTIC

MUNICIPAL

SUB-DISTRICT

INDUSTRIAL

MULTIPURPOSE

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**TYPE AND TERM OF AGREEMENT / FEES:**

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	RESERVATION FEE (ANNUAL)	USE FEE
DOMESTIC	1-1-05	1-1-2014	\$110 through 2008 \$120 through 2013	AS PER ATTACHED EXHIBIT "A"

S-87730

**This agreement is made upon the following terms and conditions:**

**1. Price of Water Service; Payment.**

1.1 The price of stored water purchased by the Consumer shall be at the rates shown in attached Schedule A, as may be amended from time to time, and shall be applicable at the time the Consumer signs this agreement.

1.2 The annual reservation fee shall be non-refundable and due in full on or before January 31 of each year of the contract. The use fee shall be due in full no later than 60 days after billing.

1.3 The Consumer shall pay the billing for the season's water use within 60 days of being billed. The Consumer shall pay interest on the billing at the rate of 9% per annum from the date of billing on all late payments. Additionally, there shall be a late fee of \$10.00 for every 60-day period that the account remains delinquent. The District has the right to refuse to deliver water to the Consumer or the real property to which water is furnished under this agreement at any time that the Consumer is in default in the payment of any water charge or billing. Default is defined as any billing, or portion thereof, that remains unpaid for a period of 60 days or more.

1.4 The District shall periodically review and may adjust the price of water as shown on Schedule A, taking into account the following factors and any other factors that are reasonable to consider:

1.4.1 The current cost of operating and maintaining the dam, reservoir, and related facilities.

1.4.2 The projected costs for operating, maintaining, and replacing delivery facilities, including administrative expenses.

1.4.3 The price of water provided by similar facilities for similar uses.

**2. Meters and Equipment.**

2.1 All installations and facilities, such as but not limited to the intake pipe, pump, water line, electrical wiring, etc., shall be provided by the Consumer at his or her own expense. The cost, installation, and maintenance of meters shall be the responsibility of the Consumer, and be approved by the State of Oregon and the District.

2.2 All new Consumers shall use a meter approved by the State of Oregon and the District.

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current term.

**5. Contract Term for Flat Rate Consumers.**

The contract for Consumers who are not currently using meters (flat rate service) shall terminate December 31, 2008. These Consumers are required to have a meter before they will be issued a contract extending past 2008. At any time prior to 2009, flat meter service Consumers who change to a meter shall be switched to a contract ending December 31, 2013. Consumers who do not change to metered service by 2009 shall not be issued new contracts with District, nor have the current contract extended past 2008.

**6. Termination of Contract by Consumer.**

The Consumer may terminate his or her contract by giving written notice to the District at least 30 days prior to the date of termination. The Consumer shall be responsible for the full fee for the entire year (irrigation season in the case of irrigation contracts), unless the contract is terminated prior to the start of the year, or prior to March 1 in the case of irrigation contracts.

**7. Termination and Reinstatement of Contract by District.**

The District may terminate for cause any person's contract by mailing written notice to the affected person at that person's last known address at least 30 days prior to date of termination. The District may terminate or refuse to extend or reinstate a contract for any of the following causes:

7.1 Non-payment of fees after the District mailed written notice that one or more fees were due. The District may reinstate the contract if payment is received within the 30-day period.

7.2 Refusal or failure to comply with District regulations or orders. The District may reinstate the contract if the contract holder complies with District regulations and orders within the 30-day period.

7.3 Change in ownership of the land to which water is being provided. The District may reinstate the contract if the new owner agrees to enter into a new contract with the District within the 30 day period, provided any sums due to the District for providing water service to the real property involved are paid in full.

7.4 Change in circumstances that make it likely that the District will not be able to provide water to all contract holders. The District may reinstate the contract if circumstances further change so as to make it likely the District will have sufficient

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### 3. Use of Water

3.1 All water provided under this agreement shall be for the uses stated in the declarations on page 1 of this contract, only. As provided on page 1, the uses of the water are limited to irrigation, domestic, municipal (only if the Consumer is a municipality), industrial, and multipurpose.

3.2 The Consumer acknowledges that the water provided under this agreement has not been treated or tested as suitable for drinking water, and is delivered by natural watercourses. The District is not operating a public water system. The Consumer shall indemnify the District from any damages or claim that may result from or arise in connection with any person using the water provided under this agreement for human consumption or household purposes.

3.3 The Consumer agrees to not waste water, and agrees to promptly remedy any situation leading to waste of water which may be brought to his or her attention by the District.

3.4 The Consumer shall provide the District with the county assessor's tax lot identification describing where water under this contract shall be used.

### 4. Contract Term and Extensions for Metered Service Consumers.

The contract for Consumers currently using meters (metered service) shall terminate December 31, 2013. Metered service Consumers shall have the right to extend the terms of this contract for additional periods of 10 years each under the following conditions:

4.1 A functioning meter approved by the State of Oregon and the District is in use.

4.2 The Consumer is paid current and not in default of any of the contract terms.

4.3 The extension shall occur automatically without further act or agreement of the parties at the end of the then-current term. Each extension shall take effect on January 1 after extension.

4.4 The provisions of this contract shall apply to any extension of the contract, except for changes in the price of service which may be modified.

4.5 The Consumer shall not be entitled to extend the term of this contract if he or she is in default of any of the terms under this contract at the end of the then-

intake and meter and beneficial use of the water. The Consumer agrees to maintain such areas to ensure safety of the meter reader, and to provide such access to the District and its personnel.

**11. Miscellaneous.**

11.1 The obligation of the District to deliver water to the Consumer is conditioned upon the ability of the District to provide the same. The District shall not be liable for failure to deliver the water at any given time or in any given amount if it is prevented from doing so by breakdown of facilities, accidents or other events which may occur.

11.2 The obligation of the District hereunder at any time may be limited by any lawful order.

11.3 The District reserves the right to promulgate reasonable rules and regulations from time to time applicable to all water users of the District governing the taking and use of water from the District, and the implementation of the terms of this contract.

11.4 This agreement inures to the benefit of the parties hereto and their respective successors and assigns.

11.5 In the event any court action or suit is necessary to enforce payment or any other provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court. Jurisdiction and venue of any case filed to enforce the terms of this agreement shall be exclusively in the circuit court of Douglas County, in Roseburg, Oregon.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

LOOKINGGLASS-OLALLA WATER CONTROL DISTRICT

BY: <u>BRIAN LANSING</u> Consumer (Landowner/Agent)	BY: <u>Maryann Arden</u> Representing District
BY: <u>Ann Lansing</u> Consumer (Landowner/Agent)	DATE: _____
DATE: <u>5/12/05</u>	<b>RECEIVED</b> <b>JUN 21 2011</b> WATER RESOURCES DEPT SALEM, OREGON
ADDRESS: <u>3791 OLALLA Rd</u> <u>Winston, Oregon</u> <u>97496</u>	
PHONE: <u>541-679-7420</u>	

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water for the projected need.

7.5 Determination that District is operating a public water system. The District may terminate contracts for domestic water if the Oregon Department of Human Services or other competent government authority determines that the District is operating a public water system and thereby required to comply with the Oregon Drinking Water Quality Act and administrative rules enacted pursuant thereto, or with any substantially similar state or federal law.

In all cases, the District's decision to terminate or reinstate a contract shall be at the discretion of the District. A decision to terminate or reinstate a particular contract shall have no precedential value in determining whether to terminate or reinstate the same or a different contract in a later situation.

**8. Allocation of Water in Drought Years.**

In the event of a drought year (for example, any year in which Ben Irving Reservoir does not fill through natural rainfall to the point where all District irrigation contract holders can be supplied with enough water to satisfy their contracts) the District shall use reasonable efforts to evenly allocate water to all Consumers by an across-the-board percentage cut in allocations first to irrigation contracts, then to industrial and multipurpose contracts, and last to municipal and domestic contracts. For example, if the reservoir level requires a 25% cut in allocations to irrigation contracts, the District shall use reasonable efforts to assure that all Consumers of irrigation water shall have their allocations cut 25%, i.e., Consumers shall receive 75% of their contracted irrigation water. Meters shall be read on a regular basis and when the allocated amount of water has been delivered, the pump shall be tagged out by District personnel. Consumers with flat rate service shall be contacted by the District as early as reasonably possible in a drought year to determine which acreage Consumer shall not irrigate that year.

**9. Water Rights.**

The District shall be responsible for obtaining water rights to store and deliver water for the Consumer's use allocated under this agreement. The Consumer shall be responsible for obtaining at Consumer's expense any water rights permits or certificates from the State of Oregon and any other permits necessary for use of the water provided under this contract.

**10. Right of Entry.**

The District, its agents, employees, and contractors, shall have the right at all reasonable times to enter upon the premises of the Consumer to inspect the water

EXHIBIT "A"

RATE SCHEDULE  
EFFECTIVE JANUARY 2004 THROUGH DECEMBER 2008

TYPE OF USER	ANNUAL RESERVATION FEE	RATE OR USE FEE	COMMENTS
IRRIGATION (METERED)	\$55.00	0-1 ACRE FOOT—\$9.90 1-2 ACRE FOOT—\$12.10 2-2 1/2 ACRE FOOT—\$17.60	METER REQUIRED
IRRIGATION SUB DISTRICT (Up to 4 Irrigators) EACH ADDITIONAL IRRIGATOR	\$200.00 \$45.00	0-1 ACRE FOOT—\$9.90 1-2 ACRE FOOT—\$12.10 2-2 1/2 ACRE FOOT—\$17.60	MASTER METER REQUIRED
MUNICIPAL / QUASI MUNICIPAL	\$1,250.00	\$55.00 PER AF / FIRST 100 AF \$60.50 PER AF / OVER 100 AF	METER REQUIRED
INDUSTRIAL	\$1,500.00	\$55.00 PER ACRE FOOT	METER REQUIRED OR ACRE FOOT / YEAR NEGOTIATED
DOMESTIC	\$110.00	\$110.00	\$55.00 PER AF w/ 2 AF MINIMUM NO METER REQUIRED
MULTIPLE USE	MAY VARY	\$55.00 PER ACRE FOOT	METER REQUIRED
SUB-DISTRICT DOMESTIC UP TO 5 EACH DOMESTIC OVER 5	\$275.00 \$55.00	\$55.00 PER ACRE FOOT	MASTER METER REQUIRED
FLAT RATE IRRIGATION	\$55.00	\$22.00 PER ACRE PER YEAR	No Meter Required Not Valid After 12-31-08
UNMETERED IRRIGATION (meter broken or not functioning)		\$0.03 PER ACRE FOOT PER DAY	Metered irrigation rate noted above applies
ANY OTHER USE	\$110.00	MAY VARY	COST WILL BE NEGOTIATED

FLAT RATE SCHEDULE 2004 through 2008 IN ADDITION TO ANNUAL RESERVATION FEE			
WATER RIGHT PRIORITY	COST PER ACRE	WATER RIGHT PRIORITY	COST PER ACRE
POST AUG 5, 1983 (CLOSURE)	\$22.00	OCTOBER 24, 1958—MARCH 26, 1974	\$13.20
MARCH 26, 1974—AUG 5, 1983 (CLOSURE)	\$19.80	PRE OCTOBER 24, 1958	\$5.50

RATE SCHEDULE  
EFFECTIVE JANUARY 2009 THROUGH DECEMBER 2013

TYPE OF USER	ANNUAL RESERVATION FEE	RATE OR USE FEE	COMMENTS
IRRIGATION (METERED)	\$60.00	0-1 ACRE FOOT—\$10.35 1-2 ACRE FOOT—\$12.65 2-2 1/2 ACRE FOOT—\$18.40	METER REQUIRED
IRRIGATION SUB DISTRICT (Up to 4 Irrigators) EACH ADDITIONAL IRRIGATOR	\$225.00 \$50.00	0-1 ACRE FOOT—\$10.35 1-2 ACRE FOOT—\$12.65 2-2 1/2 ACRE FOOT—\$18.40	MASTER METER REQUIRED
MUNICIPAL / QUASI MUNICIPAL	\$1,500.00	\$57.50 PER AF / FIRST 100 AF \$63.50 PER AF / OVER 100 AF	METER REQUIRED
INDUSTRIAL	\$1,750.00	\$57.50 PER ACRE FOOT	METER REQUIRED OR ACRE FOOT / YEAR NEGOTIATED
DOMESTIC	\$120.00	\$115.00	\$57.50 PER AF w/ 2 AF MINIMUM NO METER REQUIRED
MULTIPLE USE	MAY VARY	\$57.50 PER ACRE FOOT	METER REQUIRED
SUB-DISTRICT DOMESTIC UP TO 5	\$300.00	\$57.50 PER ACRE FOOT	MASTER METER REQUIRED
UNMETERED IRRIGATION (Meter broken or non-functioning)		\$0.03 PER ACRE FOOT PER DAY	Metered irrigation rate noted above applies
ANY OTHER USE	\$120.00	MAY VARY	COST WILL BE NEGOTIATED

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# Land Use Information Form



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

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Applicant(s): Brian or Ann Lansing

WATER RESOURCES DEPT  
 SALEM, OREGON

Mailing Address: 3791 Olalla Rd.

City: Winston

State: OR

Zip Code: 97496

Daytime Phone: 541-679-7420

## A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
<u>29S.</u>	<u>7W</u>	<u>4</u>	<u>NESW</u>	<u>1200</u>	_____	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>Domestic</u>
<u>29S</u>	<u>7W</u>	<u>4</u>	<u>SESW</u>	<u>1100</u>	_____	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	_____
<u>29S</u>	<u>7W</u>	<u>2</u>	<u>NENW</u>	<u>200</u>	_____	<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	_____
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	_____

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

Douglas County

## B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water  
  Water Right Transfer  
  Permit Amendment or Ground Water Registration Modification  
 Limited Water Use License  
  Allocation of Conserved Water  
  Exchange of Water

Source of water:  Reservoir/Pond  
 Ground Water  
 Surface Water (name) Ben Irving Reservoir

Estimated quantity of water needed: 2  
 cubic feet per second  
 gallons per minute  
 acre-feet

Intended use of water:  
 Irrigation  
 Commercial  
 Industrial  
 Domestic for 1 household(s)  
 Municipal  
 Quasi-Municipal  
 Instream  
 Other \_\_\_\_\_

Briefly describe:

Domestic Expanded use including irrigation of 1/2 acre lawn/garden.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

# For Local Government Use Only

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

**Please check the appropriate box below and provide the requested information**

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 3.3.050 & 3.5.050
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
<b>RECEIVED</b>		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
<b>JUN 21 2011</b>		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
WATER RESOURCES DEPT SALEM, OREGON		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

Name: KRISTI GILBERT Title: PLANNING TECH  
 Signature: Kristi Gilbert Phone: 541-440-4289 Date: 06-16-11  
 Government Entity: DOUGLAS COUNTY

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

S-87730



**DOUGLAS COUNTY PLANNING & BUILDING**

6/16/2011  
4:10 pm

Room 106, Justice Building  
Douglas County Courthouse, Roseburg, Oregon 97470  
Planning - (541) 440-4289  
Building - (541) 440-4559

**Permit Number: WS11-0416**  
**Job Address: 3520 OLALLA RD, WINSTON**

Receipt: P11533

Fee Description	Fee Amount
LAND USE COMPATABILITY STATEME	\$50.00
<b>Total Fees Paid:</b>	<b>\$50.00</b>

R69279

Paid By: **BRIAN OR ANN LANSING**  
Pay Method: **Check 2104**  
Received By: **Debbi Garris**

S-87730

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JUN 21 2011  
WATER RESOURCES DEPT  
SALEM, OREGON



June 22, 2011

Dear Herb:

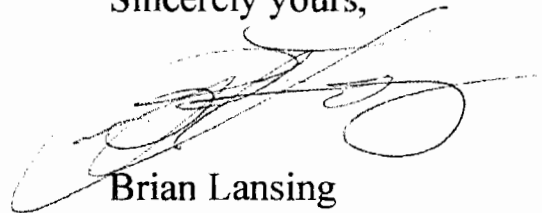
Attached you will find the following items you requested to complete my Domestic Water Right Application:

1. Copy of my water contract with the Lookingglass Olalla Water Control District of Douglas County good through 2013
2. Copy of the Signed Douglas County Land Use Form

If you have any further questions I may be reached at: 541-679-7420 or by mail at: Brian Lansing  
3791 Olalla Road  
Winston, Oregon 97496

Thank you so much for your help with this matter.

Sincerely yours,



Brian Lansing

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**DOMESTIC CONTRACT**

**ID # 137**

**LANSING**

**LOOKINGGLASS OLALLA WATER CONTROL DISTRICT  
AGREEMENT FOR PURCHASE OF STORED WATER**

AGREEMENT made this 1st day of March, 2005 between  
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT (DISTRICT)  
and BRIAN LANSING (CONSUMER).

**WATER RIGHTS NOTES**

**DISTRICT AND CONSUMER AGREE:**

USE TO BE MADE OF WATER / STORAGE ALLOCATION / DIVERSION LOCATION:

USE OF WATER	ACRES	STORAGE ALLOCATED	TWP	RGN	SEC	TL OR ¼ SECTION
--------------	-------	----------------------	-----	-----	-----	--------------------

IRRIGATION	.050		29	7	4	4200
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DOMESTIC

MUNICIPAL

SUB-DISTRICT

INDUSTRIAL

MULTIPURPOSE

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**TYPE AND TERM OF AGREEMENT / FEES:**

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	RESERVATION FEE (ANNUAL)	USE FEE
DOMESTIC	1-1-05	1-1-2014	\$110 through 2008 \$120 through 2013	AS PER ATTACHED EXHIBIT "A"

**This agreement is made upon the following terms and conditions:**

**1. Price of Water Service; Payment.**

1.1 The price of stored water purchased by the Consumer shall be at the rates shown in attached Schedule A, as may be amended from time to time, and shall be applicable at the time the Consumer signs this agreement.

1.2 The annual reservation fee shall be non-refundable and due in full on or before January 31 of each year of the contract. The use fee shall be due in full no later than 60 days after billing.

1.3 The Consumer shall pay the billing for the season's water use within 60 days of being billed. The Consumer shall pay interest on the billing at the rate of 9% per annum from the date of billing on all late payments. Additionally, there shall be a late fee of \$10.00 for every 60-day period that the account remains delinquent. The District has the right to refuse to deliver water to the Consumer or the real property to which water is furnished under this agreement at any time that the Consumer is in default in the payment of any water charge or billing. Default is defined as any billing, or portion thereof, that remains unpaid for a period of 60 days or more.

1.4 The District shall periodically review and may adjust the price of water as shown on Schedule A, taking into account the following factors and any other factors that are reasonable to consider:

1.4.1 The current cost of operating and maintaining the dam, reservoir, and related facilities.

1.4.2 The projected costs for operating, maintaining, and replacing delivery facilities, including administrative expenses.

1.4.3 The price of water provided by similar facilities for similar uses.

**2. Meters and Equipment.**

2.1 All installations and facilities, such as but not limited to the intake pipe, pump, water line, electrical wiring, etc., shall be provided by the Consumer at his or her own expense. The cost, installation, and maintenance of meters shall be the responsibility of the Consumer, and be approved by the State of Oregon and the District.

2.2 All new Consumers shall use a meter approved by the State of Oregon and the District.

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WATER RESOURCES DEPT  
SALEM, OREGON**3. Use of Water**

3.1 All water provided under this agreement shall be for the uses stated in the declarations on page 1 of this contract, only. As provided on page 1, the uses of the water are limited to irrigation, domestic, municipal (only if the Consumer is a municipality), industrial, and multipurpose.

3.2 The Consumer acknowledges that the water provided under this agreement has not been treated or tested as suitable for drinking water, and is delivered by natural watercourses. The District is not operating a public water system. The Consumer shall indemnify the District from any damages or claim that may result from or arise in connection with any person using the water provided under this agreement for human consumption or household purposes.

3.3 The Consumer agrees to not waste water, and agrees to promptly remedy any situation leading to waste of water which may be brought to his or her attention by the District.

3.4 The Consumer shall provide the District with the county assessor's tax lot identification describing where water under this contract shall be used.

**4. Contract Term and Extensions for Metered Service Consumers.**

The contract for Consumers currently using meters (metered service) shall terminate December 31, 2013. Metered service Consumers shall have the right to extend the terms of this contract for additional periods of 10 years each under the following conditions:

4.1 A functioning meter approved by the State of Oregon and the District is in use.

4.2 The Consumer is paid current and not in default of any of the contract terms.

4.3 The extension shall occur automatically without further act or agreement of the parties at the end of the then-current term. Each extension shall take effect on January 1 after extension.

4.4 The provisions of this contract shall apply to any extension of the contract, except for changes in the price of service which may be modified.

4.5 The Consumer shall not be entitled to extend the term of this contract if he or she is in default of any of the terms under this contract at the end of the then-

current term.

**5. Contract Term for Flat Rate Consumers.**

The contract for Consumers who are not currently using meters (flat rate service) shall terminate December 31, 2008. These Consumers are required to have a meter before they will be issued a contract extending past 2008. At any time prior to 2009, flat meter service Consumers who change to a meter shall be switched to a contract ending December 31, 2013. Consumers who do not change to metered service by 2009 shall not be issued new contracts with District, nor have the current contract extended past 2008.

**6. Termination of Contract by Consumer.**

The Consumer may terminate his or her contract by giving written notice to the District at least 30 days prior to the date of termination. The Consumer shall be responsible for the full fee for the entire year (irrigation season in the case of irrigation contracts), unless the contract is terminated prior to the start of the year, or prior to March 1 in the case of irrigation contracts.

**7. Termination and Reinstatement of Contract by District.**

The District may terminate for cause any person's contract by mailing written notice to the affected person at that person's last known address at least 30 days prior to date of termination. The District may terminate or refuse to extend or reinstate a contract for any of the following causes:

7.1 Non-payment of fees after the District mailed written notice that one or more fees were due. The District may reinstate the contract if payment is received within the 30-day period.

7.2 Refusal or failure to comply with District regulations or orders. The District may reinstate the contract if the contract holder complies with District regulations and orders within the 30-day period.

7.3 Change in ownership of the land to which water is being provided. The District may reinstate the contract if the new owner agrees to enter into a new contract with the District within the 30 day period, provided any sums due to the District for providing water service to the real property involved are paid in full.

7.4 Change in circumstances that make it likely that the District will not be able to provide water to all contract holders. The District may reinstate the contract if circumstances further change so as to make it likely the District will have sufficient

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SALEM, OREGON

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JUN 22 2011

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SALEM, OREGON

water for the projected need.

7.5 Determination that District is operating a public water system. The District may terminate contracts for domestic water if the Oregon Department of Human Services or other competent government authority determines that the District is operating a public water system and thereby required to comply with the Oregon Drinking Water Quality Act and administrative rules enacted pursuant thereto, or with any substantially similar state or federal law.

In all cases, the District's decision to terminate or reinstate a contract shall be at the discretion of the District. A decision to terminate or reinstate a particular contract shall have no precedential value in determining whether to terminate or reinstate the same or a different contract in a later situation.

#### **8. Allocation of Water in Drought Years.**

In the event of a drought year (for example, any year in which Ben Irving Reservoir does not fill through natural rainfall to the point where all District irrigation contract holders can be supplied with enough water to satisfy their contracts) the District shall use reasonable efforts to evenly allocate water to all Consumers by an across-the-board percentage cut in allocations first to irrigation contracts, then to industrial and multipurpose contracts, and last to municipal and domestic contracts. For example, if the reservoir level requires a 25% cut in allocations to irrigation contracts, the District shall use reasonable efforts to assure that all Consumers of irrigation water shall have their allocations cut 25%, i.e., Consumers shall receive 75% of their contracted irrigation water. Meters shall be read on a regular basis and when the allocated amount of water has been delivered, the pump shall be tagged out by District personnel. Consumers with flat rate service shall be contacted by the District as early as reasonably possible in a drought year to determine which acreage Consumer shall not irrigate that year.

#### **9. Water Rights.**

The District shall be responsible for obtaining water rights to store and deliver water for the Consumer's use allocated under this agreement. The Consumer shall be responsible for obtaining at Consumer's expense any water rights permits or certificates from the State of Oregon and any other permits necessary for use of the water provided under this contract.

#### **10. Right of Entry.**

The District, its agents, employees, and contractors, shall have the right at all reasonable times to enter upon the premises of the Consumer to inspect the water

intake and meter and beneficial use of the water. The Consumer agrees to maintain such areas to ensure safety of the meter reader, and to provide such access to the District and its personnel.

11. Miscellaneous.

11.1 The obligation of the District to deliver water to the Consumer is conditioned upon the ability of the District to provide the same. The District shall not be liable for failure to deliver the water at any given time or in any given amount if it is prevented from doing so by breakdown of facilities, accidents or other events which may occur.

11.2 The obligation of the District hereunder at any time may be limited by any lawful order.

11.3 The District reserves the right to promulgate reasonable rules and regulations from time to time applicable to all water users of the District governing the taking and use of water from the District, and the implementation of the terms of this contract.

11.4 This agreement inures to the benefit of the parties hereto and their respective successors and assigns.

11.5 In the event any court action or suit is necessary to enforce payment or any other provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court. Jurisdiction and venue of any case filed to enforce the terms of this agreement shall be exclusively in the circuit court of Douglas County, in Roseburg, Oregon.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

LOOKINGGLASS-OLALLA WATER CONTROL DISTRICT

BY: <u>Brian Lansing</u> Consumer (Landowner/Agent)	BY: <u>Maryann Arden</u> Representing District
BY: <u>Ann Lansing</u> Consumer (Landowner/Agent)	DATE: _____
DATE: <u>5/12/05</u>	
ADDRESS: <u>3791 OLALLA Rd</u> <u>Winston, Oregon</u> <u>97496</u>	
PHONE: <u>541-679-7420</u>	

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WATER RESOURCES DEPT  
SALEM, OREGON

EXHIBIT "A"

RATE SCHEDULE  
EFFECTIVE JANUARY 2004 THROUGH DECEMBER 2008

TYPE OF USER	ANNUAL RESERVATION FEE	RATE OR USE FEE	COMMENTS
IRRIGATION (METERED)	\$55.00	0-1 ACRE FOOT—\$9.90 1-2 ACRE FOOT—\$12.10 2-2 1/2 ACRE FOOT—\$17.60	METER REQUIRED
IRRIGATION SUB DISTRICT (Up to 4 Irrigators)	\$200.00	0-1 ACRE FOOT—\$9.90 1-2 ACRE FOOT—\$12.10 2-2 1/2 ACRE FOOT—\$17.60	MASTER METER REQUIRED
EACH ADDITIONAL IRRIGATOR	\$45.00		
MUNICIPAL / QUASI MUNICIPAL	\$1,250.00	\$55.00 PER AF / FIRST 100 AF \$60.50 PER AF / OVER 100 AF	METER REQUIRED
INDUSTRIAL	\$1,500.00	\$55.00 PER ACRE FOOT	METER REQUIRED OR ACRE FOOT / YEAR NEGOTIATED
DOMESTIC	\$110.00	\$110.00	\$55.00 PER AF w/ 2 AF MINIMUM NO METER REQUIRED
MULTIPLE USE	MAY VARY	\$55.00 PER ACRE FOOT	METER REQUIRED
SUB-DISTRICT DOMESTIC UP TO 5	\$275.00	\$55.00 PER ACRE FOOT	MASTER METER REQUIRED
EACH DOMESTIC OVER 5	\$55.00		
FLAT RATE IRRIGATION	\$55.00	\$22.00 PER ACRE PER YEAR	No Meter Required Not Valid After 12-31-08
UNMETERED IRRIGATION (meter broken or not functioning)		\$0.03 PER ACRE FOOT PER DAY	Metered irrigation rate noted above applies
ANY OTHER USE	\$110.00	MAY VARY	COST WILL BE NEGOTIATED

FLAT RATE SCHEDULE 2004 through 2008 IN ADDITION TO ANNUAL RESERVATION FEE			
WATER RIGHT PRIORITY	COST PER ACRE	WATER RIGHT PRIORITY	COST PER ACRE
POST AUG 5, 1983 (CLOSURE)	\$22.00	OCTOBER 24, 1958—MARCH 26, 1974	\$13.20
MARCH 26, 1974—AUG 5, 1983 (CLOSURE)	\$19.80	PRE OCTOBER 24, 1958	\$5.50

RATE SCHEDULE  
EFFECTIVE JANUARY 2009 THROUGH DECEMBER 2013

TYPE OF USER	ANNUAL RESERVATION FEE	RATE OR USE FEE	COMMENTS
IRRIGATION (METERED)	\$80.00	0-1 ACRE FOOT—\$10.35 1-2 ACRE FOOT—\$12.65 2-2 1/2 ACRE FOOT—\$18.40	METER REQUIRED
IRRIGATION SUB DISTRICT (Up to 4 Irrigators)	\$225.00	0-1 ACRE FOOT—\$10.35 1-2 ACRE FOOT—\$12.65 2-2 1/2 ACRE FOOT—\$18.40	MASTER METER REQUIRED
EACH ADDITIONAL IRRIGATOR	\$50.00		
MUNICIPAL / QUASI MUNICIPAL	\$1,500.00	\$57.50 PER AF / FIRST 100 AF \$63.50 PER AF / OVER 100 AF	METER REQUIRED
INDUSTRIAL	\$1,750.00	\$57.50 PER ACRE FOOT	METER REQUIRED OR ACRE FOOT / YEAR NEGOTIATED
DOMESTIC	\$120.00	\$115.00	\$57.50 PER AF w/ 2 AF MINIMUM NO METER REQUIRED
MULTIPLE USE	MAY VARY	\$57.50 PER ACRE FOOT	METER REQUIRED
SUB-DISTRICT DOMESTIC UP TO 5	\$300.00	\$57.50 PER ACRE FOOT	MASTER METER REQUIRED
UNMETERED IRRIGATION (Meter broken or non-functioning)		\$0.03 PER ACRE FOOT PER DAY	Metered irrigation rate noted above applies
ANY OTHER USE	\$120.00	MAY VARY	COST WILL BE NEGOTIATED

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WATER RESOURCES DEPT  
SALEM, OREGON



WS11-0416 REPT P1153.3

# Land Use Information Form



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

RL9279  
 RL9293  
 RL9284  
 RL70308

Applicant(s): Brian or Ann Lansing

Mailing Address: 3791 Olalla Rd.

City: Winston

State: OR

Zip Code: 97496

Daytime Phone: 541-679-7420

## A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>29S</u>	<u>7W</u>	<u>4</u>	<u>NESW</u>	<u>1100</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>Domestic</u>
<u>29S</u>	<u>7W</u>	<u>4</u>	<u>SESW</u>	<u>1100</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
<u>29S</u>	<u>7W</u>	<u>9</u>	<u>NENW</u>	<u>1100</u>	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____

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

Douglas County

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## B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water   
  Water Right Transfer   
  Permit Amendment or Ground Water Registration Modification  
 Limited Water Use License   
  Allocation of Conserved Water   
  Exchange of Water

Source of water:  Reservoir/Pond   
 Ground Water   
 Surface Water (name) Ben Irving Reservoir

Estimated quantity of water needed: 2   
 cubic feet per second   
 gallons per minute   
 acre-feet

Intended use of water:   
 Irrigation   
 Commercial   
 Industrial   
 Domestic for 1 household(s)  
 Municipal   
 Quasi-Municipal   
 Instream   
 Other \_\_\_\_\_

Briefly describe:

Domestic Expanded use including irrigation of 1/2 acre lawn/garden.

**Note to applicant:** If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

### For Local Government Use Only

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

**Please check the appropriate box below and provide the requested information**

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 3.3.050 & 3.5.050
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	<b>RECEIVED</b>	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	<b>JUN 22 2011</b>	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	<b>WATER RESOURCES DEPT SALEM, OREGON</b>	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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

Name: KRISTI GILBERT Title: PLANNING TECH  
 Signature: Kristi Gilbert Phone: 541-440-4289 Date: 06-16-11  
 Government Entity: DOUGLAS COUNTY

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

1967/50

KNOW ALL MEN BY THESE PRESENTS, That Herbert L. Northcraft and Helen E. Northcraft, husband and wife,  
 \_\_\_\_\_, hereinafter called the grantor, for the consideration hereinafter stated,  
 to grantor paid by Brian S. Lansing and Ann M. Lansing, husband and wife  
 \_\_\_\_\_, hereinafter called the grantee,  
 does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Douglas and State of Oregon, described as follows, to-wit:

(see reverse side)

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(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
 And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

no exceptions

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10.00  
 However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole consideration (indicate which).<sup>⓪</sup>

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 24 day of October, 19 72.

Herbert L. Northcraft

Helen E. Northcraft

STATE OF OREGON, County of Douglas ) ss. October 24, 1972

Personally appeared the above named Herbert L. Northcraft and Helen E. Northcraft

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: Donald L. Cooper  
 Notary Public for Oregon  
 My commission expires 1-15-73

NOTE—The sentence between the symbols ⓪, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

STATE OF OREGON

TO \_\_\_\_\_

County of \_\_\_\_\_ } ss.  
 I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock M. and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as filing fee number \_\_\_\_\_, Record of Deeds of said County.  
 Witness my hand and seal of \_\_\_\_\_ County affixed.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

AFTER RECORDING RETURN TO

CLERK OF COUNTY CLERK  
 401 S. E. MAIN ST.  
 ROSEBURG, OREGON  
6-82270

2184.5 ft; thence running S. 6°05' W. 87.5 ft. & thence S. 8°01' E. .

Beginning at a 5/8" x 30" Iron rod at the Southwest corner of a 1.3 acre tract from which the quarter corner between Section 4 and 9. Township 29 South. Range 7 West Willamette Meridian bears South 24°-52'-18" East 2184.50 feet; thence running North 6°-44' West 283.02 ft. to a point; thence running North 82°-28' East 200.28 ft. to a 5/8" x 30" Iron rod; thence running South 6°-44' East 283.02 ft. to a 5/8" x 30" Iron rod; thence running South 82°-28' West 200.28 ft. to the place of beginning and containing 1.3 acres more or less;

Also a 20 ft. road easement is hereby granted from the above described parcel to the Clatsop County Road #38, the East line being described as follows: Beginning at a point on the West line of said parcel from which the quarter corner between Sections 4 & 9. Township 29 South, Range 7 West Willamette Meridian bears South 6°-44' East 85 ft. and South 24°-52'-18" East 323.9 ft. to a point; thence running South-easterly 165 ft. more or less to the North line of County Road #38;

Privilege is hereby granted to grantees to hook up to farm water system now in use for domestic water with cost of operation, maintenance and replacement to be shared proportionately with grantor. This is granted for a period of 5 years or until such a time as grantees can get their own source of water;

All the above being located in DLC #41, Section 4 Township 29 South. Range 7 West Willamette Meridian. Douglas County. Oregon.

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WATER RESOURCES DEPT  
SALEM, OREGON

400/2 No. 72-15255

STATE OF OREGON } ss.  
COUNTY OF DOUGLAS }

I, G. D. Myllenbeck, County Clerk and ex-officio Recorder of Conveyances, in and for said County, do hereby certify that the within instrument was

filed OCT 24 1972 4:09 P. M.

and Recorded in Volume 506  
at Page 82 BOOK OF RECORDS

Records of Douglas County, Oregon  
G. D. Myllenbeck  
County Clerk  
Margie Weseman  
Deputy

S-87730  
DOUGLAS COUNTY TITLE COMPANY  
629 S. E. MAIN ST.  
ROSEBURG, OREGON

Recorded in