

**CLAIM OF
BENEFICIAL USE
for Surface Water Permits
claiming 0.1 cfs or less**



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

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A fee of \$230 must accompany this form for permits with priority dates of July 9, 1987, or later.

A separate form shall be completed for each permit.

In cases where a permit has been amended through the permit amendment process, a separate claim for the permit amendment is not required. Incorporate the permit amendment into the claim for the permit.

This form is subject to revision. **Begin each new claim** by checking for a new version of this form at:
<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

The completion of this form is required by OAR 690-014-0100(1) and 690-014-0110(4).

Please type or print in dark ink. If this form is found to contain errors or omissions, it may be returned to you. **Every item must have a response.** If any requested information does not apply to the claim, insert "NA." **Do not delete or alter any section of this form unless directed by the form.** The Department may require the submittal of additional information from any water user or authorized agent.

"Section 8" of this form is intended to aid in the completion of this form and should not be submitted.

If you have questions regarding the completion of this form, please call 503-979-9103.

The Department has a program that allows it to enter into a voluntary agreement with an applicant for expedited services. Under such an agreement, the applicant pays the cost to hire additional staff that would not otherwise be available. This program means a certificate may be issued in about a month. For more information on this program see:

<https://www.oregon.gov/OWRD/programs/WaterRights/RA/Pages/default.aspx>

SECTION 1

GENERAL INFORMATION

1. File Information:

APPLICATION # S-88410	PERMIT # (IF APPLICABLE) S-55113	PERMIT AMENDMENT # (IF APPLICABLE) NA
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2. Property Owner (current owner information):

APPLICANT/BUSINESS NAME Marvin and Janet Husen		PHONE NO. 541-430-6778	ADDITIONAL CONTACT NO. NA
ADDRESS 1346 View Pointe			
CITY Gardnerville	STATE NV	ZIP 89410	E-MAIL mjb6187@gmail.com marvinhusen@yahoo.com

If the current property owner is not the permit holder of record, it is recommended that an assignment be filed with the Department. ***Each permit holder of record must sign this form.***

3. Permit holder of record (this may, or may not, be the current property owner):

PERMIT HOLDER OF RECORD Marvin & Janet Husen			RECEIVED
ADDRESS PO Box 2395			MAY 12 2022
CITY Winston	STATE OR	ZIP 97496	OWRD

ADDITIONAL PERMIT HOLDER OF RECORD NA		
ADDRESS		
CITY	STATE	ZIP

4. Date of Site Inspection:

5. Person(s) interviewed and description of their association with the project:

NAME	DATE	ASSOCIATION WITH THE PROJECT
Marvin Husen	4-15-2022	Landowner

6. County:

7. If any property described in the place of use of the permit final order is excluded from this report, identify the owner of record for that property (ORS 537.230(5)):

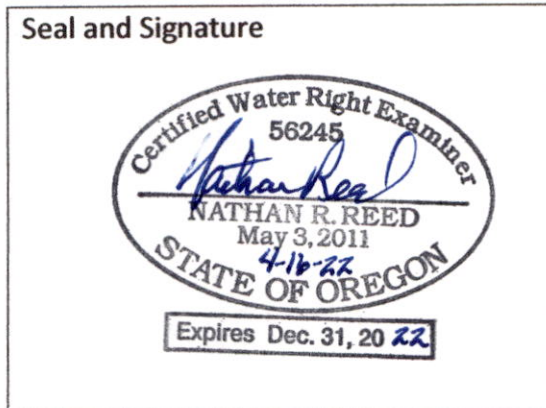
OWNER OF RECORD NA		
ADDRESS		
CITY	STATE	ZIP

Add additional tables for owners of record as needed

**SECTION 2
SIGNATURES**

CWRE Statement, Seal and Signature

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge.



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CWRE NAME Nathan Reed		PHONE NO. 541-784-7191	ADDITIONAL CONTACT NO. NA
ADDRESS 157 West Bodie Street			
CITY Roseburg	STATE OR	ZIP 97471	E-MAIL nreed68@hotmail.com

Permit Holder's of Record Signature or Acknowledgement

Each permit holder of record must sign this form in the space provided below.

The facts contained in this Claim of Beneficial Use are true and correct to the best of my knowledge. I request that the Department issue a water right certificate.

SIGNATURE	PRINT OR TYPE NAME	TITLE	DATE
	MARVIN K. HUSEN	CO-OWNER	5-10-2022
	Janet E. Husen	CO-OWNER	5/10/22

SECTION 3
CLAIM DESCRIPTION

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1. POD source and, if from surface water, the tributary:

POD NAME OR NUMBER	SOURCE	TRIBUTARY
POD 1	Ben Irving Reservoir	Berry Creek
POD 2	Olalla Creek	Lookingglass Creek
POD 3	Olalla Creek	Lookingglass Creek
POD 4	Olalla Creek	Lookingglass Creek

2. Developed use(s), period of use, and rate for each use:

POD NAME OR NUMBER	USES	IF IRRIGATION, LIST CROP TYPE	SEASON OR MONTHS WHEN WATER WAS USED	ACTUAL RATE OR VOLUME USED (CFS, GPM, OR AF)
POD 2	Dom. Exp.	Lawn/garden	Year Round	2.0 AF
POD 3	Dom. Exp.	Lawn/garden	Year Round	2.0 AF
POD 4	Dom. Exp.	Lawn/garden	Year Round	2.0 AF
Total Quantity of Water Used				6.0 AF

3. Provide a general narrative description of the distribution works. This description must trace the water system from each point of diversion to the place of use:

Each POD of re-diversion has fish screened foot valve. 1 1/4 " PVC above ground suction to 1 Hp centrifugal electric pump with 1" PVC below ground outlet to a meter to domestic use.

Reminder: The map associated with this claim must identify the location of the point(s) of diversion, Donation Land Claims (DLC), Government Lots (GLot), and Quarter-Quarters (QQ).

4. Variations:

Was the use developed differently from what was authorized by the permit, permit amendment final order, or extension final order? If yes, describe below.

NO

(e.g. "The permit allowed three points of diversion. The water user only developed one of the points." or "The permit allowed 40.0 acres of irrigation. The water user only developed 10.0 acres.")

5. Claim Summary:

POD / POA NAME OR #	MAXIMUM RATE AUTHORIZED	CALCULATED THEORETICAL RATE BASED ON SYSTEM	AMOUNT OF WATER MEASURED	USE	# OF ACRES ALLOWED	# OF ACRES DEVELOPED
POD 2	0.01 cfs	0.01 cfs	0.01 cfs	Dom. Exp.	0.5	0.5
POD 3	0.01 cfs	0.01 cfs	0.04 cfs	Dom. Exp.	0.5	0.5
POD 4	0.01 cfs	0.01 cfs	0.04 cfs	Dom. Exp.	0.5	0.5

**SECTION 4
SYSTEM DESCRIPTION**

Are there multiple PODs?

YES

If "YES" you will need to copy and complete a separate Section 4 for each POD.

POD Name or Number this section describes (only needed if there is more than one):

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POD 2

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A. Place of Use

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Attach Claim of Beneficial Use map.

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Gov Lot), Quarter-Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Gov Lot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used?

YES

If "NO" items 2 through item 5 may be deleted.

2. Pump Information:

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)
Gould	C48AA34A06	19120CH	Centrifugal

3. Theoretical Pump Capacity:

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP *IF A WELL, THE WATER LEVEL DURING PUMPING	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
1.0	60	10	3	0.04

4. Provide pump calculations:

60 psi = 152.4 feet; $Q = (Hp \times \text{eff.}) / (\text{Sum Total Head}) = (1.0 \times 6.61) / (152.4 + 10 + 3) = 0.04 \text{ cfs}$

5. Measured Pump Capacity (using meter if meter was present and system was operating):

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
7.27	13.58	1 min	0.01

Reminder: For pump calculations use the reference information at the end of this document.

6. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
Oscillator	47	2.25	2	2	0.01

Reminder: For sprinkler output determination use the reference information at the end of this document.

7. Drip Emmitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)
NA					

8. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION
NA					

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

NO

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

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1. Does the system involve a gravity flow pipe?

NO

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E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

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1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

NO

F. Additional notes or comments related to the system:

POD Name or Number this section describes (only needed if there is more than one):

POD 3

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A. Place of Use

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Attach Claim of Beneficial Use map.

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Gov Lot), Quarter-Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Gov Lot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used?

YES

If "NO" items 2 through item 5 may be deleted.

2. Pump Information:

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)
Goold	C48A95A06	8096	Centrifugal

3. Theoretical Pump Capacity:

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP *If a well, the water level during pumping	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
1.0	60	12	3	0.04

4. Provide pump calculations:

60 psi = 152.4 feet; $Q = (Hp \times eff.) / (\text{Sum Total Head}) = (1.0 \times 6.61) / (152.4 + 12 + 3) = 0.04 \text{ cfs}$

5. Measured Pump Capacity (using meter if meter was present and system was operating):

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
162	172.1	30 sec	0.04

Reminder: For pump calculations use the reference information at the end of this document.

6. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
Oscillator	47	2.25	2	2	0.01

Reminder: For sprinkler output determination use the reference information at the end of this document.

7. Drip Emitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)
NA					

8. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION
NA					

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

NO

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

1. Does the system involve a gravity flow pipe?

NO

E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

NO

F. Additional notes or comments related to the system:

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POD Name or Number this section describes (only needed if there is more than one):

POD 4

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A. Place of Use

Attach Claim of Beneficial Use map.

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Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Gov Lot), Quarter-Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Gov Lot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used? YES

If "NO" items 2 through item 5 may be deleted.

2. Pump Information:

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)
Gould	C48C06A06	8801	Centrifugal

3. Theoretical Pump Capacity:

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP *IF A WELL, THE WATER LEVEL DURING PUMPING	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
1.0	47	20	4	0.05

4. Provide pump calculations:

47 psi = 119.4 feet; $Q = (Hp \times \text{eff.}) / (\text{Sum Total Head}) = (1.0 \times 6.61) / (119.4 + 20 + 4) = 0.05 \text{ cfs}$

5. Measured Pump Capacity (using meter if meter was present and system was operating):

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
17.16	30.94	45 sec	0.04

Reminder: For pump calculations use the reference information at the end of this document.

6. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
Oscillator	47	2.25	2	2	0.01

Reminder: For sprinkler output determination use the reference information at the end of this document.

7. Drip Emmitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)
NA					

8. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION
NA					

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

NO

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

1. Does the system involve a gravity flow pipe?

NO

E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

NO

F. Additional notes or comments related to the system:

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**SECTION 5
CONDITIONS**

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All conditions contained in the permit, permit amendment, or any extension final order shall be addressed. Reports that do not address all performance related conditions will be returned.

1. Time Limits:

Permits and any extension final orders contain any or all of the following dates: the date when the actual construction work was to begin, the date when the construction was to be completed, and the date when the complete application of water to the proposed use was to be completed. These dates may be referred to as ABC dates. Describe how the water user has complied with each of the development timelines established in the permit or extension final order:

	DATE FROM PERMIT	DATE ACCOMPLISHED*	DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS
ISSUANCE DATE	2-18-2018		
BEGIN CONSTRUCTION (A)		4-10-2022	Procurement of system components
COMPLETE CONSTRUCTION (B)		4-12-2022	Installed fish screens, pumps, meters
COMPLETE APPLICATION OF WATER (C)	2-8-2023	4-15-2022	Beneficially using water domestically

* MUST BE WITHIN PERIOD BETWEEN PERMIT OR ANY EXTENSION FINAL ORDER ISSUANCE AND THE DATE TO COMPLETELY APPLY WATER

2. Is there an extension final order(s)?

NO

3. Measurement Conditions:

a. Does the permit, permit amendment, or any extension final order require the installation of a meter or approved measuring device? YES

If "NO", items b through f relating to this section may be deleted.

Reminder: If a meter or approved measuring device was required, the COBU map must indicate the location of the device in relation to the point of diversion.

b. Has a meter been installed?

YES

c. Meter Information

POD NAME OR #	MANUFACTURER	SERIAL #	CONDITION (WORKING OR NOT)	CURRENT METER READING	DATE INSTALLED
POD 2	DAE	22 001532	Working	13.58 gal	4-12-2022
POD 3	DAE	22 001533	Working	172.10 gal	4-12-2022
POD 4	DAE	22 001534	Working	30.94 gal	4-12-2022

4. Recording and reporting conditions:

a. Is the water user required to report the water use to the Department? NO

5. Fish Screening:

a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? YES

If "NO", items b through e relating to this section may be deleted.

Reminder: If fish screening devices were required, the COBU map must indicate their location in relation to the point of diversion.

b. Has the fish screening been installed? YES

c. When was the fish screening installed?

DATE	BY WHOM
4-12-2022	Marvin Husen (landowner)

Reminder: If the permit or transfer final order was issued on or after February 1, 2011, the fish screen is required to be approved by the Oregon Department of Fish and Wildlife regardless of the rate of diversion.

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d. If the diversion involves a pump and the total diversion rate of all rights at the point of diversion is less than 225 gpm (0.5 cfs):

- Has the self-certification form previously been submitted to the Department? **NA**

If not, go to <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

complete and attach a copy of the 'ODFW Small Pump Screen Self Certification' form to this claim, and send a copy of it to the Oregon Department of Fish and Wildlife (ODFW).

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. The ODFW self certification form needs to have been previously submitted or be attached to this form.

e. If the diversion does not involve a pump or the total diversion rate of all rights at the point of diversion is 225 gpm (0.5 cfs) or greater:

- Has the ODFW approval been previously submitted? **NA**

If not, contact and work with ODFW to ensure compliance. To demonstrate compliance, provide signed documentation from ODFW. A form is available at

<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. In order to receive a favorable approval, the ODFW/WRD "Fish Screen Inspection" form needs to have been previously submitted or be attached to this form.

6. By-pass Devices:

a. Are any points of diversion required to have a by-pass device to prevent fish from entering the point of diversion?

NO

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7. Other conditions required by permit, permit amendment final order, or extension final order:

- a. Was the water user required to restore the riparian area if it was disturbed? **YES**
- b. Other conditions? **YES**

If "YES" to any of the above, identify the condition and describe the water user's actions to comply with the condition(s):

7.a. Riparian disturbance limited to maintenance path to POD
7.b. The use of water under this right is subject to the terms and conditions of contract Nos. 376, 377 and 378, or satisfactory replacements, between the Lookingglass Olalla Water Control District and the permittee.

**SECTION 6
ATTACHMENTS**

Provide a list of any additional documents you are attaching to this report:

ATTACHMENT NAME	DESCRIPTION
ODFW Letter	Fish Screen Approval
CBU Map	Final Proof Survey

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SECTION 7

CLAIM OF BENEFICIAL USE MAP

The Claim of Beneficial Use Map must be submitted with this claim. Claims submitted without the Claim of Beneficial Use map will be returned. The map shall be submitted on poly film at a scale of 1" = 1320 feet, 1" = 400 feet, or the original full-size scale of the county assessor map for the location.

Provide a general description of the survey method used to prepare the map. Examples of possible methods include, but are not limited to, a traverse survey, GPS, or the use of aerial photos. If the basis of the survey is an aerial photo, provide the source, date, series and the aerial photo identification number.

A Garmin Rino 650 handheld gps was used to locate coordinates of pertinent features, along with the Douglas County GIS with 2019 Ultra image aerials.

Map Checklist

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Please be sure that the map you submit includes ALL the items listed below.
(Reminder: Incomplete maps and/or claims may be returned.)

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- Map on polyester film.
- Appropriate scale (1" = 400 feet, 1" = 1320 feet, or the original full-size scale of the county assessor map)
- Township, Range, Section, Donation Land Claims, and Government Lots
- If irrigation, number of acres irrigated within each projected Donation Land Claims, Government Lots, Quarter-Quarters
- Locations of fish screens and/or fish by-pass devices in relationship to point of diversion
- Locations of meters and/or measuring devices in relationship to point of diversion
- Conveyance structures illustrated (pumps, reservoirs, pipelines, ditches, etc.)
- Point(s) of diversion or appropriation (illustrated and coordinates)
- Tax lot boundaries and numbers
- Source illustrated if surface water
- Disclaimer ("This map is not intended to provide legal dimensions or locations of property ownership lines")
- Application and permit number or transfer number
- North arrow
- Legend
- CWRE stamp and signature

May 10, 2022

To: Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266

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MAY 12 2022

From: Marvin and Janet Husen
1346 View Pointe
Gardnerville, NV 89410
Phone 541-430-6778

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Re: Claim of Beneficial Use Surface Water Permits

Attached please find our Claim of Beneficial Use for Surface Water Permits for our three properties on Olalla Creek in Douglas County. Addresses for these properties are:

5489 Upper Olalla Road, Winston, Oregon (POD #2)
5491 Upper Olalla Road, Winston, Oregon (POD #3)
268 Deer Haven Lane, Winston, Oregon (POD #4)

Also included with this COBU please find :

Approval letter for each property from Oregon Department of Fish and Wildlife approving the "Fish-screen" at each of the three points of diversion.

Three " Domestic Expanded" contracts with Lookingglass Olalla Water Control District Agreement for purchase of stored water.

Also, please find check #2286 in the amount of \$230.00.

We are looking forward hearing from you in the near future, advising us that you have received all the information you need.

It has been a pleasure working with your staff via phone and email.

Sincerely,



Marvin Husen



Janet E. Husen



Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Rogue Watershed District Office

1495 E Gregory Rd

Central Point, OR 97502-9430

(541) 826-8774

Fax: (541) 826-8776

www.myodfw.com

April 20, 2022



Marvin & Janet Husen
1346 View Pointe
Gardenville, NV 89410

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Dear Marvin,

Regarding Oregon Water Resources Division (OWRD) water right Permit S-55113, ODFW has determined that the fish screen at the pump point-of-diversion (POD) #2 located at 5489 Upper Olalla Rd, Winston, Oregon 97496 meets current fish protection criteria. Additionally, ODFW determined fish bypass devices are not necessary. In the event the pump setup is increased to a higher capacity an ODFW review of the screen will need to be completed to ensure fish screen criteria is met. Thank you.

Sincerely,

Josh Kelsey
Senior Fish Screen Technician
Fish Screening and Passage Program

(541) 826-8774 ext. 240

Cc: Nathan Reed, CWRE



**DOMESTIC CONTRACT
EXPANDED**

ID # 378 Husen

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

AGREEMENT made this 11TH day of October, 2017 between
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT
And (Marvin & Janet Husen).

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WATER RIGHTS NOTES

Owner Permit pending
Not LOWCD permit

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
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IRRIGATION

DOMESTIC EXPANDED		2 acre ft.	29S	7W	8	TL-2702
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MUNICIPAL

SUB-DISTRICT

INDUSTRIAL

MULTIPURPOSE

NEW CONTRACT FEE \$500.00

TYPE AND TERM OF AGREEMENT / FEES:

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	RESERVATION FEE (ANNUAL)	USE FEE
DOMESTIC EXPANDED	10-11-2017	1-1-2023	\$165.00 Through 2023	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 Exhibit 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 administration fee, the meter reading fee and the use fee shall be non-refundable and 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 18% 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, 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 Irrigation Consumers shall use a meter approved by the State of Oregon and the District. Domestic users shall comply with conditions contained within their approved permit from State Water Resources.

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, municipal (only if the Consumer is a municipality), industrial, and multipurpose.

3. The Consumer acknowledges that the water provided under this agreement has not been treated or tested as suitable for drinking water. 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 domestic purposes. "Domestic purposes" means use of water for human consumption or household purposes; "domestic purposes" does not include use of water for lawn, garden, yard, or small-scale livestock watering, which are residential irrigation uses.

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.

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4. Contract Term and Extensions for Metered Service Consumers.

The contract for Consumers currently using meters (metered service) shall terminate December 31, 2023. 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.

4.4 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.

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MAY 12 2022

5. 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 irrigation season, unless the contract is terminated prior to the start of irrigation season (March 1).

OWRD

6. Termination and Reinstatement of Contract by District.

The District may terminate for cause any person's right to receive water under an irrigation 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 an irrigation contract for any of the following causes:

6.1 Non-payment of irrigation 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.

6.2 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.

6.3 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.

6.4 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 water for the projected need.

In all cases, the District's decision to terminate or reinstate an irrigation 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.

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7. Allocation of Water in Drought Years.

In the event of a drought year (e.g., 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. For example, if the reservoir level requires a 25% cut in allocations, the District shall use reasonable efforts to assure that all Consumers shall have their allocations cut 25%, i.e., each Consumer shall receive 75% of his or her contracted 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.

8. Water Rights.

The District shall be responsible for obtaining all 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 necessary water rights, permits or certificates from the State of Oregon for use of the stored water provided under this contract. The Consumer shall also be responsible for any other permits necessary to use water provided under this agreement.

9. 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.

10. Miscellaneous.

10.1 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.

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

10.3 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.

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

10.5 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

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MAY 12 2022

BY: 

Date: 5-8-17

Representing District

OWRD

BY:  

Date: 5-8-17

Consumer (Landowner / Agent)

PHONE: (541) 430-6778

FAX:

E-mail: mjb6187@gmail.com

Billing Address:

P.O. Box 2395
Winston, OR 97496

Physical Address:

5489 Upper Olalla Rd
Winston, OR 97496

5489 Upper Olalla Rd

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MAY 12 2022

OWRD



Water Right Application
Marvin and Janet Husen
1/4 Sec. 8 T. 29S. R.7W.
Douglas County
Scale: 1" = 400'



Point of Diversion 1 is 1410 ft. South and 220' West from the center of Section 8
Point of Diversion 2 is 1760 ft. South and 250' West from the center of Section 8
Point of Diversion 3 is 1880 ft. South and 240' West from the center of Section 8

LOOKINGGLASS OLALLA WATER CONTROL DISTRICT
 BEN IRVING RESERVOIR

EXHIBIT A
 RATE SCHEDULE

EFFECTIVE JANUARY 2014 through DECEMBER 2023

TYPE OF USER	ANNUAL ADMINISTRATION FEE Amended April 26, 2016	ANNUAL METER READING FEE	ANNUAL RATE OF USE FEE	COMMENTS
IRRIGATION (METERED)	\$125.00 1-10 Acres \$250.00 11-90 Acres \$500.00 91 + Acres ALL NEW CONTRACTS \$500.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	METER REQUIRED
IRRIGATION SUB DISTRICT (UP TO 4 IRRIGATORS) EACH ADDED IRRIGATOR	\$250.00 \$75.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	MASTER METER REQUIRED
MUNICIPAL/QUASI MUNICIPAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
INDUSTRIAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
DOMESTIC	\$165.00	NO METER REQUIRED	\$128.00 PER DWELLING - NO MORE THAN 3 DWELLINGS PER CONTRACT ON 1 PARCEL	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM – CURRENTLY NO METER REQUIRED
MULTIPLE USE	TBD	\$160.00 PER METER	\$64.00 PER ACRE FOOT	METER REQUIRED
DOMESTIC EXPANDED	\$165.00	NO METER REQUIRED BY LOWCD	\$64.00 PER ACRE FOOT = \$128.00 PER YEAR FLAT FEE	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM – CURRENTLY NO METER REQUIRED
Truck washing, dust control	\$165.00	none	\$70.00 2 acre feet maximum	Meter not required

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 MAY 12 2022
 OWRD



Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Rogue Watershed District Office

1495 E Gregory Rd

Central Point, OR 97502-9430

(541) 826-8774

Fax: (541) 826-8776

www.myodfw.com



April 20, 2022

Marvin & Janet Husen
1346 View Pointe
Gardenville, NV 89410

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MAY 12 2022

QWRD

Dear Marvin,

Regarding Oregon Water Resources Division (OWRD) water right Permit S-55113, ODFW has determined that the fish screen at the pump point-of-diversion (POD) #3 located at 5491 Upper Olalla Rd, Winston, Oregon 97496 meets current fish protection criteria. Additionally, ODFW determined fish bypass devices are not necessary. In the event the pump setup is increased to a higher capacity an ODFW review of the screen will need to be completed to ensure fish screen criteria is met. Thank you.

Sincerely,

Josh Kelsey
Senior Fish Screen Technician
Fish Screening and Passage Program

(541) 826-8774 ext. 240

Cc: Nathan Reed, CWRE



5491

5111 Upper Olalla

**DOMESTIC CONTRACT
EXPANDED**

ID # 377 Husen

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

AGREEMENT made this 11TH day of October, 2017 between
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT (DISTRICT)
And (Marvin & Janet Husen).

WATER RIGHTS NOTES
Owner Permit pending
Not LOWCD permit

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						
DOMESTIC EXPANDED		2 acre ft.	29S	7W	8	TL-2700
MUNICIPAL						
SUB-DISTRICT						
INDUSTRIAL						
MULTIPURPOSE						
NEW CONTRACT FEE \$500.00						

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TYPE AND TERM OF AGREEMENT / FEES:

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	RESERVATION FEE (ANNUAL)	USE FEE
DOMESTIC EXPANDED	10-11-2017	1-1-2023	\$165.00 Through 2023	AS PER ATTACHED EXHIBIT "A"

5491 Upper Olalla

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MAY 12 2022

OWRD

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 Exhibit 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 administration fee, the meter reading fee and the use fee shall be non-refundable and 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 18% 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, 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 Irrigation Consumers shall use a meter approved by the State of Oregon and the District. Domestic users shall comply with conditions contained within their approved permit from State Water Resources.

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, 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. 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 domestic purposes. "Domestic purposes" means use of water for human consumption or household purposes; "domestic purposes" does not include use of water for lawn, garden, yard, or small-scale livestock watering, which are residential irrigation uses.

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, 2023. 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.

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5. 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 irrigation season, unless the contract is terminated prior to the start of irrigation season (March 1).

6. Termination and Reinstatement of Contract by District.

The District may terminate for cause any person's right to receive water under an irrigation 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 an irrigation contract for any of the following causes:

6.1 Non-payment of irrigation 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.

6.2 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.

6.3 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.

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In all cases, the District's decision to terminate or reinstate an irrigation contract shall

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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.

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7. Allocation of Water in Drought Years.

In the event of a drought year (e.g., 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. For example, if the reservoir level requires a 25% cut in allocations, the District shall use reasonable efforts to assure that all Consumers shall have their allocations cut 25%, i.e., each Consumer shall receive 75% of his or her contracted 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.

8. Water Rights.

The District shall be responsible for obtaining all 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 necessary water rights, permits or certificates from the State of Oregon for use of the stored water provided under this contract. The Consumer shall also be responsible for any other permits necessary to use water provided under this agreement.

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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.

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10.1 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.

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

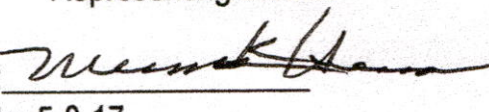
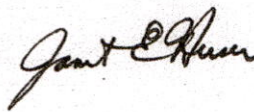
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10.4 This agreement inures to the benefit of the parties hereto and their respective successors and assigns.

10.5 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: 
Date: 5-8-17
Representing District

BY:  
Date: 5-8-17
Consumer (Landowner / Agent)

PHONE: (541) 430-6778
FAX:
E-mail: mjb6187@gmail.com
Billing Address:

P.O. Box 2395
Winston, OR 97496

Physical Address:

5491 Upper Olalla Rd
Winston, OR 97496

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MAY 12 2022

OWRD



Water Right Application
Marvin and Janet Husen
1/4 Sec. 8 T. 29S. R.7W.
Douglas County
Scale: 1" = 400'

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MAY 12 2022

OWRD



Point of Diversion 1 is 1410 ft. South and 220' West from the center of Section 8
Point of Diversion 2 is 1760 ft. South and 250' West from the center of Section 8
Point of Diversion 3 is 1880 ft. South and 240' West from the center of Section 8

LOOKINGGLASS OLALLA WATER CONTROL DISTRICT
 BEN IRVING RESERVOIR

EXHIBIT A
 RATE SCHEDULE

EFFECTIVE JANUARY 2014 through DECEMBER 2023

TYPE OF USER	ANNUAL ADMINISTRATION FEE Amended April 26, 2016	ANNUAL METER READING FEE	ANNUAL RATE OF USE FEE	COMMENTS
IRRIGATION (METERED)	\$125.00 1-10 Acres \$250.00 11-90 Acres \$500.00 91 + Acres ALL NEW CONTRACTS \$500.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	METER REQUIRED
IRRIGATION SUB DISTRICT (UP TO 4 IRRIGATIONS) EACH ADDED IRRIGATOR	\$250.00 \$75.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	MASTER METER REQUIRED
MUNICIPAL/QUASI MUNICIPAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
INDUSTRIAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
DOMESTIC	\$165.00	NO METER REQUIRED	\$128.00 PER DWELLING - NO MORE THAN 3 DWELLINGS PER CONTRACT ON 1 PARCEL	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM - CURRENTLY NO METER REQUIRED
MULTIPLE USE	TBD	\$160.00 PER METER	\$64.00 PER ACRE FOOT	METER REQUIRED
DOMESTIC EXPANDED	\$165.00	NO METER REQUIRED BY LOWCD	\$64.00 PER ACRE FOOT = \$128.00 PER YEAR FLAT FEE	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM - CURRENTLY NO METER REQUIRED
Truck washing, dust control	\$165.00	none	\$70.00 2 acre feet maximum	Meter not required

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OWRD



Oregon

Kate Brown, Governor

Department of Fish and Wildlife

Rogue Watershed District Office

1495 E Gregory Rd

Central Point, OR 97502-9430

(541) 826-8774

Fax: (541) 826-8776

www.myodfw.com

April 20, 2022



Marvin & Janet Husen
1346 View Pointe
Gardenville, NV 89410

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MAY 12 2022

OWRD

Dear Marvin,

Regarding Oregon Water Resources Division (OWRD) water right Permit S-55113, ODFW has determined that the fish screen at the pump point-of-diversion (POD) #4 located at 268 Deer Haven Lane, Winston, Oregon 97496 meets current fish protection criteria. Additionally, ODFW determined fish bypass devices are not necessary. In the event the pump setup is increased to a higher capacity an ODFW review of the screen will need to be completed to ensure fish screen criteria is met. Thank you.

Sincerely,

Josh Kelsey
Senior Fish Screen Technician
Fish Screening and Passage Program

(541) 826-8774 ext. 240

Cc: Nathan Reed, CWRE

**DOMESTIC CONTRACT
EXPANDED**

ID # 376 Husen

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

AGREEMENT made this 11TH day of October, 2017 between
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT (DISTRICT)
And (Marvin & Janet Husen).

WATER RIGHTS NOTES
Owner Permit pending
Not LOWCD permit

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						
DOMESTIC EXPANDED		2 acre ft.	29S	7W	8	TL-2600
MUNICIPAL						
SUB-DISTRICT						
INDUSTRIAL						
MULTIPURPOSE						
NEW CONTRACT FEE \$500.00						

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MAY 12 2022

OWRD

TYPE AND TERM OF AGREEMENT / FEES:

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	RESERVATION FEE (ANNUAL)	USE FEE
DOMESTIC EXPANDED	10-11-2017	1-1-2023	\$165.00 Through 2023	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 Exhibit 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 administration fee, the meter reading fee and the use fee shall be non-refundable and 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 18% 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.

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OWRD

2. Meters and Equipment.

2.1 All installations and facilities, such as but not limited to the intake pipe, pump, 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 Irrigation Consumers shall use a meter approved by the State of Oregon and the District. Domestic users shall comply with conditions contained within their approved permit from State Water Resources.

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, municipal (only if the Consumer is a municipality), industrial, and multipurpose.

3. The Consumer acknowledges that the water provided under this agreement has not been treated or tested as suitable for drinking water. 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 domestic purposes. "Domestic purposes" means use of water for human consumption or household purposes; "domestic purposes" does not include use of water for lawn, garden, yard, or small-scale livestock watering, which are residential irrigation uses.

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, 2023. 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.

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MAY 12 2022

OWRD

- 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. 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 irrigation season, unless the contract is terminated prior to the start of irrigation season (March 1).

6. Termination and Reinstatement of Contract by District.

The District may terminate for cause any person's right to receive water under an irrigation 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 an irrigation contract for any of the following causes:

6.1 Non-payment of irrigation 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.

6.2 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.

6.3 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.

6.4 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 water for the projected need.

In all cases, the District's decision to terminate or reinstate an irrigation contract shall

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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.

7. Allocation of Water in Drought Years.

In the event of a drought year (e.g., 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. For example, if the reservoir level requires a 25% cut in allocations, the District shall use reasonable efforts to assure that all Consumers shall have their allocations cut 25%, i.e., each Consumer shall receive 75% of his or her contracted 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.

8. Water Rights.

The District shall be responsible for obtaining all 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 necessary water rights, permits or certificates from the State of Oregon for use of the stored water provided under this contract. The Consumer shall also be responsible for any other permits necessary to use water provided under this agreement.

9. 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.

10. Miscellaneous.

10.1 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.

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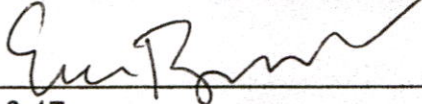
10.2 The obligation of the District hereunder at any time may be limited by any lawful order.


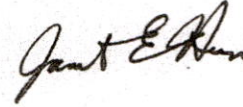
10.3 The District reserves the right to promulgate reasonable rules and regulations from time to time applicable to all water users of the District governing the taking and use of water from the District, and the implementation of the terms of this contract.

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

10.5 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: 
Date: 5-8-17
Representing District

BY:  
Date: 5-8-17
Consumer (Landowner / Agent)
PHONE: (541) 430-6778
FAX:
E-mail: mjb6187@gmail.com
Billing Address:

P.O. Box 2395
Winston, OR 97496

Physical Address:
268 Deer Haven Lane
Winston, OR 97496

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Water Right Application
 Marvin and Janet Husen
 1/4 Sec. 8 T. 29S. R.7W.
 Douglas County
 Scale: 1" = 400'



Point of Diversion 1 is 1410 ft. South and 220' West from the center of Section 8
 Point of Diversion 2 is 1760 ft. South and 250' West from the center of Section 8
 Point of Diversion 3 is 1880 ft. South and 240' West from the center of Section 8

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LOOKINGGLASS OLALLA WATER CONTROL DISTRICT

EXHIBIT A

BEN IRVING RESERVOIR

RATE SCHEDULE

EFFECTIVE JANUARY 2014 through DECEMBER 2023

TYPE OF USER	ANNUAL ADMINISTRATION FEE Amended April 26, 2016	ANNUAL METER READING FEE	ANNUAL RATE OF USE FEE	COMMENTS
IRRIGATION (METERED)	\$125.00 1-10 Acres \$250.00 11-90 Acres \$500.00 91 + Acres ALL NEW CONTRACTS \$500.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	METER REQUIRED
IRRIGATION SUB DISTRICT (UP TO 4 IRRIGATIONS) EACH ADDED IRRIGATOR	\$250.00 \$75.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	MASTER METER REQUIRED
MUNICIPAL/QUASI MUNICIPAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
INDUSTRIAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
DOMESTIC	\$165.00	NO METER REQUIRED	\$128.00 PER DWELLING - NO MORE THAN 3 DWELLINGS PER CONTRACT ON 1 PARCEL	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM – CURRENTLY NO METER REQUIRED
MULTIPLE USE	TBD	\$160.00 PER METER	\$64.00 PER ACRE FOOT	METER REQUIRED
DOMESTIC EXPANDED	\$165.00	NO METER REQUIRED BY LOWCD	\$64.00 PER ACRE FOOT = \$128.00 PER YEAR FLAT FEE	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM – CURRENTLY NO METER REQUIRED
Truck washing, dust control	\$165.00	none	\$70.00 2 acre feet maximum	Meter not required

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