

Dunes City

82877 Spruce Street
P.O. Box 97
Westlake, Oregon 97493
(541) 997-3338
www.dunescity.com

**Application for a Permit to Use
DUNES CITY'S WATER RIGHT**

**** INDIVIDUAL PROPERTY OWNER ****

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. An application will not be accepted unless accompanied by full payment of necessary fees. If any requested information does not apply to your application, insert "n/a". You have the right to pay the necessary fees in three equal installments. Please notify staff if you desire to utilize this option.

1. APPLICANT INFORMATION**A. Applicant(s)/Agent(s)**

_____		_____
First		Last
Mailing Address: _____		

City	State	Zip Code
Phone: _____		
Home	Work	Other
Fax: _____		E-mail Address: _____

B. Owner(s)

Name: _____		
Last	First	
Mailing Address: _____		

City	State	Zip Code
Phone: _____		
Home	Work	Other
Fax: _____		E-mail Address: _____

2. PROPERTY OWNERSHIP

Do you own all of the land that will be used in the diversion and transport of the water?

☐ Yes (Skip to section 3)

☐ No (Please check the appropriate box below)

☐ I have written authorization or easement from the landowner allowing the diversion and/or transport of water across their property for my use.

☐ I do not have authorization from the landowner allowing the diversion and/or transport of water across their property for my use. ***"STOP" authorization must be obtained prior to acceptance of this application.***

3. PROPERTY INFORMATION

Property Address: _____

Map No.: _____ Tax Lot No.: _____

4. WATER USE

If multiple properties are to be served, please "STOP", an application for each property must be completed.

5. HOLD HARMLESS

This application is for a permit to share Dunes City's water right. The permit authorizes the permittee to extract water from Lake Woahink for uses consistent with a "domestic water right expanded," as defined by Oregon Administrative Rule 690-300-0010(14)&(15). An expanded domestic water right allows the use of water for human consumption, household purposes, domestic animal consumption that is ancillary to residential use of property, related residential accessory uses and for the watering of up to one-half acre of lawn or noncommercial garden.

In consideration for the use of Dunes City's water right, I shall defend, indemnify and hold harmless, jointly with other permittees, or severably, from other permittees, the City and its officers, employees, agents and representatives from and against any and all claims of injury, damage, loss and expense, including reasonable attorney's fees, at trial and on appeal, and costs of suit, arising out of or resulting from negligent or willful misconduct associated with the issuance of the permit, including but not limited to the placement and monitoring of the water meter.

6. AGREEMENTS

By my/our signatures below I/we confirm that I/we understand:

1. I/we, are asking to use water specifically for "expanded" domestic purposes only.
2. Evaluation of this application will be based on information provided in the application packet.
3. If I/we are able to utilize water under Dunes City's water right, I/we must not waste water.
4. This water right is only available to serve structures located within the corporate limits of Dunes City.
5. If use of the water is not according to State and Local standards, the use permit may be cancelled.
6. The water use must be compatible with local comprehensive land use plans and other applicable laws. I/we agree to assume all responsibility for compliance with such laws..
7. Even if Dunes City allows me/us to utilize Dunes City's "expanded" water right, Dunes City retains the right to rescind any and all rights granted to me/us to utilize Dunes City's water right for violation of this permit.
8. If the application fee and annual administrative fees, or any fees associated with the use of Dunes City's water right, are not paid, the water use permit may be cancelled. You will be mailed a notice of cancellation ten (10) days prior to such action.
9. I/we agree to allow a Dunes City representative onto my/our property and property subject to an easement allowing diversion and/or transport across such property for my/our property to:
 - Install and/or replace a water meter
 - Conduct monthly water readings

10. I/we agree that only one point of diversion per property will utilize the water use permit.
11. I/we agree that it is my/our responsibility to maintain the water meter.
12. I/we agree that the permit to use Dunes City's water right is not a guarantee of the amount or quality of the water available for me/us. I/we understand that the permit only allows withdrawal of water from a natural body of water, not a water system developed by Dunes City, and it is subject to local claims of priority and natural fluctuation in quality and volume, outside the control of Dunes City.

By the signature(s) below, I/we swear that all information provided in this application is true and correct to the best of my/our knowledge and that I/we have read, understood, and agree to abide with the requirements of this permit.

Authorized Owner/Agent Signature

Date

Authorized Owner/Agent Signature

Date

NOTARY SEAL

7. **FOR DEPARTMENT USE ONLY**

Date Application Received: _____

Permit Fee Due: _____

Fee Received: _____

Installment Payments Due: _____

Authorized Agent Letter: Yes No

Date Application Deemed Complete: _____

Staff Signature: _____

Legal Description: _____

Property Address: _____

Number of Properties to be Served: _____

Number of Potential Properties: _____