

**MAIL TAX STATEMENT**

**TO:** NO CHANGE

**AFTER RECORDING RETURN TO:**

Santiam Water Control District  
284 East Water Street  
Stayton, Oregon 97383

**SANTIAM WATER CONTROL DISTRICT  
WATER DELIVERY CONTRACT**

This contract (“Contract”) is between the Santiam Water Control District, an Oregon water control district formed under ORS Chapter 553 (“District”) and \_\_\_\_\_ (“Owner”).

**RECITALS**

A. District owns and operates waterworks for the purpose of delivering water and providing drainage services (“District Waterworks”); and

B. Owner holds land (“Property”) served by the District. The Property is identified by a County Tax Assessor’s Number and described in the following Deed references or legal descriptions:

County Tax Assessor’s Number	Section	Township	Range	Deed Reference Reel or Volume and Page
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; and

C. [The Owner and District entered into a prior Water Delivery Contract recorded at \_\_\_\_\_ and dated \_\_\_\_\_ (“Prior Contract”).]

D. Owner and District desire to contract for the delivery of water according to the terms below.

Therefore, the parties agree to the following terms:

**TERMS.**

- Effective Date.** This Contract is effective on \_\_\_\_\_.
- Prior Contract.** This Contract supersedes all Prior Contracts. The District and Owner will enter into a Termination of Water Delivery Contract for the Prior Contracts (“Termination”) simultaneously with this Contract and the District will record that Termination in the office of county records.

3. **District Water.** The District will exercise reasonable care and effort to deliver water (“District Water”) for the benefit of Owner according to the following terms and conditions.
4. **Water Rights.** The District Water appurtenant to the Property is [list water rights].
5. **Beneficial Use.** Owner will place District Water to beneficial use on \_\_\_\_\_ acres (“Contracted Acres”). Owner has the duty to inform the District of any irrigation season during which Owner does not intend to place District Water to beneficial use.
6. **Damages.** If any District Water right is subject to partial forfeiture because Owner fails to place District Water to beneficial use without notifying the District, Owner will pay damages in the amount of the forfeiture value (“Forfeiture Value”). Forfeiture Value is calculated by the cost per acre-foot of conserved water the District may recover by efforts made under the Oregon Conserved Water Statute.
7. **Change-of-Use.** If Owner desires to develop the Property, Owner will submit either a District Water change-in-use application or a District transfer application.
8. **Compliance.** Owner will use District Water in strict compliance with the terms of the Water Right Certificate or Permit under which the water is delivered, the State laws and regulations governing the use of water in the State of Oregon, and the terms of this Contract.
9. **Changes in Contracted Acres.**
  - 7.1 If the subject District Water is permitted rather than certificated at the Effective Date and if the number of certifiable acres on the State Final Proof Survey and certification (“Certificated Acres”) exceeds the Contracted Acres, then as of the applicable Certificate issuance date, Owner will pay for charges and assessments on the Certificated Acres unless the additional acres are not irrigable. If the subject District Water is permitted rather than certificated at the Effective Date and if the number of Certificated Acres is less than the Contracted Acres, then as of the applicable Certificate issuance date, the Owner will pay charges and assessments on the Certificated Acres.
  - 7.2 If the District has submitted a permanent transfer application to Oregon Water Resources Department (“OWRD”) for the subject District Water, and OWRD issues a final order determining the transferable acres (“Transferred Acres”) to be less than the Contracted Acres, then as of the date of the Final Order, the Owner will pay charges and assessments on the Transferred Acres.
  - 7.3 For all changes in Contracted Acres described in this section, the District will not refund any past fees or charges and the District will provide Owner an amendment to this Contract correcting the Contracted Acres within 30 days of the applicable certificate issuance or final order.

10. **Fees and Charges.** Owner will pay all fees and charges made or levied by the District. Operation and maintenance charges are payable when billed by the District. Payment is not contingent upon Owner using District Water. Owner will continue to pay operation and maintenance charges notwithstanding Owner's failure to place District Water to beneficial use or Owner's abandonment or other loss, curtailment, or partial forfeiture of the District water right.
11. **Default.** If Owner is in default for failure to pay any lawful charge or under any of the terms of this Contract or any other District agreement, the District may suspend delivery of District Water as long as such default exists.
12. **District Governance Documents.** This Contract subjects Owner to the Bylaws, Rules and Regulations, operational procedures, and policies duly adopted by the District's Board of Directors, which may be amended from time to time ("District Governance Documents"). District Water delivered for agricultural irrigation use will be limited to an amount of water that can be applied by Owner beneficially and without waste at a rate of 1/80th of a cubic foot per second per acre and not to exceed a duty of 2.5 acre-feet for each acre actually irrigated by Owner during the irrigation season, unless determined otherwise in the water right of record. The District will deliver District Water during the irrigation season to Owner's individual point of diversion, as that point is determined by the District. The District is not responsible for delivery of water when District Water is not reasonably available due to any reason beyond the District's control or as a result of any failure of the District Waterworks by whatever cause. The District shall not be held liable for actions or inactions of employees, officers, the Board of Directors, contractors, or agents that do not constitute gross negligence.
13. **Warranty.** The District makes no representations regarding District Water quality. The District expressly disclaims all quality warranties.
14. **Title and Interest.** Owner takes no title interest in District Water, in District water rights or in District Waterworks. To the extent permitted by state law, the District expressly reserves all rights in District Water.
15. **Property Use Rights.** The term "District Waterworks" includes all District laterals, ditches, pipelines, pumps, headgates and all waterworks operated by the District. Owner grants the District perpetual right to use the Property and all property owned within the District ("District Easement"). The purpose of the District Easement is the locating, installing, operating, maintaining, replacing, enlarging, and altering District Waterworks ("Purpose"). Owner may not interfere with Purpose. The District will make reasonable efforts to minimize interference with Owner's use of the real property by the operation of the District Easement use rights. The District Easement width is determined by the District's schedule of uniform right-of-way attributes, as amended by the District's Board of Directors.
16. **Recording.** Upon request by the District, Owner will sign a separate recordable instrument describing the burdened property, the surveyed District Easement area, and

the Purpose of the District Easement. Owner will comply with District safety regulations applicable to District Waterworks.

17. **Water Control District Act.** Owner will comply with the Water Control District Act, as the same may be amended in the future. If the Property lies outside the District, any unpaid charges or sums owed to the District will become a lien on the property in the same manner as described in ORS Chapter 553 for lands within the District. The collection of the unpaid charges may be undertaken by the District in the same manner and procedure as though the lands were located within the District's boundaries.
18. **Stormwater.** Certain District Waterworks may aid in the drainage of some lands. If District Waterworks located on the Property convey stormwater, the District may establish a separate equitable assessment to the Property for such drainage services under Oregon law. Owner will pay for its share of such drainage services as set forth in either an amendment of this Contract or by a separate standard District agreement with Owner for drainage services. The District is not liable for damages that may result from any drainage failure including any damages that may result from District Waterworks overflow beyond the reasonable control of the District.
19. **Transfer Due to Non-Use.** Upon Owner default, including failure to place District Water to beneficial use, the District may transfer such water rights to other real property or lands, with approval of the Oregon Water Resources Department. OWNER HEREBY CONSENTS TO TRANSFER upon Owner's failure to place District Water to beneficial use during any period of four successive years ("Owner Consent to Transfer"). Non-use will be determined by evidence reasonably available to the District. Owner remains liable for all assessments and fees imposed by the District under this Contract until transfer is approved by the Oregon Water Resources Department ("OWRD Approval"). If the transfer application does not meet OWRD Approval, Owner to pay damages according to the Forfeiture Value defined above.
20. **Transfer of Title.** Owner will disclose this Contract to any third party in an agreement for the rental, lease, sale, or other agreement for the use or ownership of the Property. If Owner sells, bequeaths, gives, or otherwise transfers or relinquishes Property ownership, Owner remains fully liable for the payment of all District fees and assessments until: (a) the Owner delivers to the District a signed Assignment of Contract, assigning the right and liabilities arising under the terms of this Contract to a successor interest; (b) the Owner has paid all District fees and assessments in full, including and interest due; and (c) the District has accepted the assignment and provides Owner with a written release from this Contract.
21. **Litigation Costs.** If a suit or action is instituted to enforce, interpret, or rescind any of the terms of this Contract or to have the parties' rights declared, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable attorneys' fees at trial or on appeal of such suit or action, including those attorney's fees and costs that may be incurred in enforcing or collecting any judgment arising out of this Contract, in addition to all other sums provided by law.

- 22. **Binding Effect.** The rights and obligations imposed by this Contract run with the land and bind successor-in-interest.
- 23. **Term.** This Contract expires fifty (50) years from the Effective Date. This Contract is subject to automatic amendment by changes in the District Governance Documents and by regulatory obligations.
- 24. **Survival.** If any portion of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, the remaining sections of this Contract are to remain in force and effect.
- 25. **Final Agreement.** This Contract supersedes all agreements previously entered into between the parties or their predecessors, written or oral. In signing this Contract, Owner certifies that it has carefully read this Contract and understands that it contains all necessary details covering the delivery of water and the payment therefor to Owner. This Contract may be amended or terminated only by mutual written agreement of Owner and the District.

**OWNER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

State of Oregon )  
 ) ss:  
 County of Marion )

This instrument was acknowledged and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as Owner.

\_\_\_\_\_  
 Notary Public for Oregon

My commission expires \_\_\_\_\_

State of Oregon )  
 ) ss:  
 County of Marion )

This instrument was acknowledged and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as Owner.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_

**SANTIAM WATER CONTROL DISTRICT**

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
Secretary, Board of Directors

State of Oregon )  
County of Marion ) ss:

This instrument was acknowledged and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as President of the Santiam Water Control District.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_

State of Oregon )  
County of Marion ) ss:

This instrument was acknowledged and signed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as Secretary of the Santiam Water Control District.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_