

SANTIAM WATER CONTROL DISTRICT
11371 Dieckman Lane, SE
Aumsville, OR 97325

HB 3111 Process - NOTICE #1
Individual Water Right Acreage Form

Please carefully review the following information for accuracy:

Property listed below is in the name of:

COOK, ARNOLD B. & DONNA MAE - TRUST
8983 WEST STAYTON RD. S.E.
AUMSVILLE, OR 97325

Tax Account No. 61384-000

Total Acres in Parcel 10.0 ≈ 9.77 A

Previously Billed Acres 9.50

HB 3111 Acreage Calculation 9.5

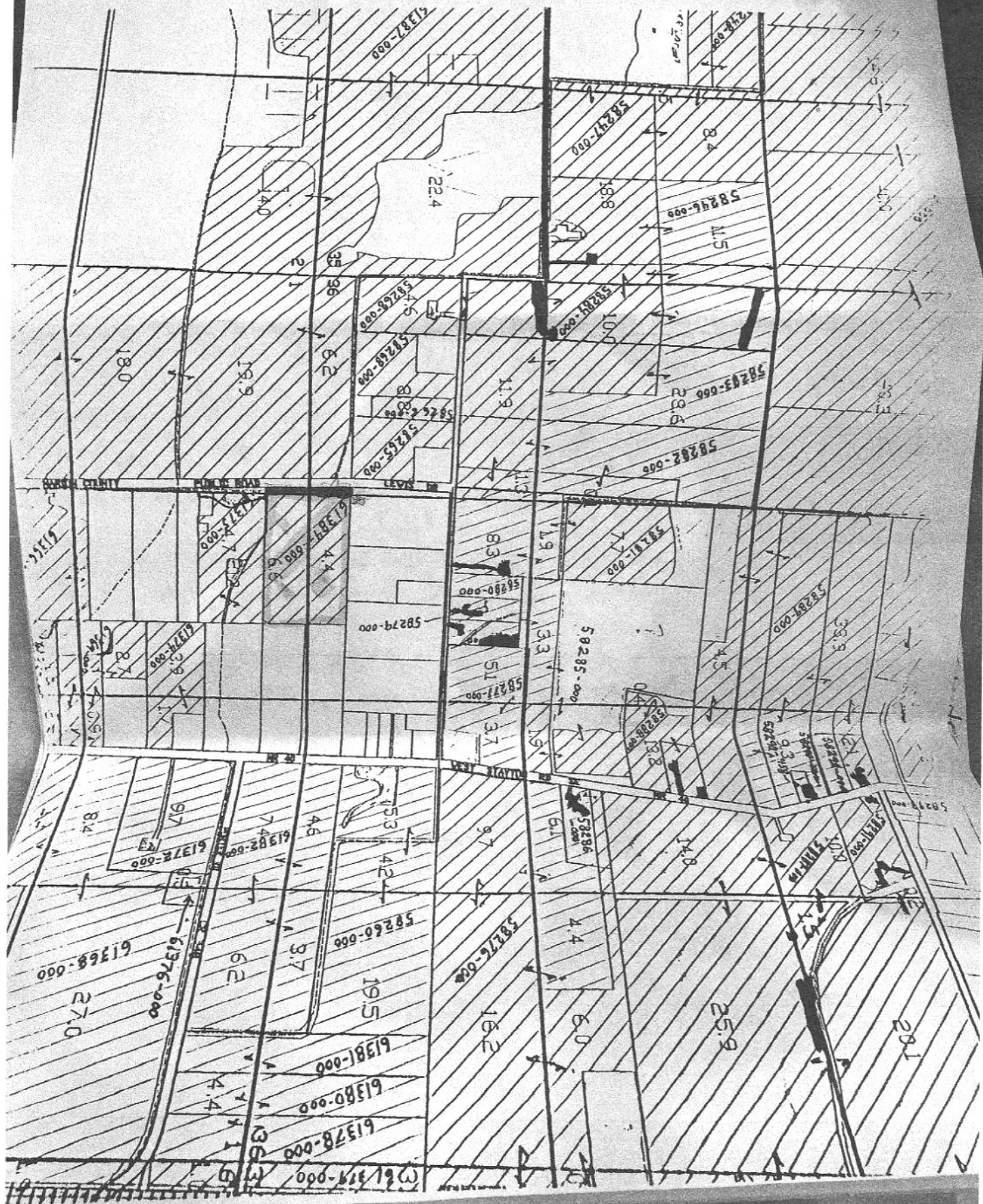
Reason(s) for change in water right acreage (if any)

~~AREA IN RED REMOVED~~ no change

Additional Comments:

I (we) _____
owners of record of property(s) listed above do hereby state that I (we) have read the
above and agree with the water right acreage as listed.

Arnold Cook
Donna Cook



SANTIAM WATER CONTROL DISTRICT WATER DELIVERY CONTRACT

This contract, between the Santiam Water Control District, a municipal corporation formed under ORS Ch. 553, hereinafter referred to as "District", and Arnold B. & Donna Mae Cook Trust, their heirs and assigns, hereinafter referred to as "Owner".

WHEREAS, Owners of land within and adjacent to the District have various water rights in the forms of permits or certificates from the State of Oregon and the District may be the holder of various water rights, and the District owns a water delivery system and is authorized to deliver water for irrigation and other uses, and the Owner owns land within or served by the District with a County Tax Assessor's number and described in the following deed references or legal description:

County Tax Assessor No.	Sec.	Location Township	Range	Deed Reference Reel or Volume & Page
61385-000	36	8 S	2 W	
	01	9 S	2 W	

AND the Owner has a water right for the irrigation or other beneficial use of water on parcels described as follows:

Permit or Certificate No.	Priority Date	Number of Acres	Attached Map or Exhibit
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and Owner wants to enter into a contract for the delivery of water for the benefit of the land.

NOW, THEREFORE, the District agrees to deliver water to the Owner via the lateral most convenient to the District, to the lands set forth above at a point of delivery described as follows:

Such water shall be used only for the purpose set forth in the Water Right Permit or Certificate mentioned above. In return, the Owner agrees to pay the District the sum of PAID IN FULL (\$) as an initial fee or note for this

agreement, receipt of which is hereby acknowledged. Owner agrees to pay all charges levied by District for such delivery. It is agreed between the District and Owner that the operation and maintenance charges shall be payable when billed by the District and is not contingent upon Owner using water in any particular given year. It is agreed by the parties that whether Owner utilizes water or abandons their water rights through non-use, the operation and maintenance charges must continue to be paid.

If the Owner is in default for failure to pay any lawful charge or under any of the terms of this or any other agreement entered into with the District, water shall be withheld by the District and not delivered to the lands of Owner as long as such default exists, and the same shall be true even though Owner may be in default with respect to only one year's charge and not in default for other charges for other years or for other parcels of land.

Should Owner either lose their water right or a portion thereof for any reason, this shall not excuse Owner from the continued responsibility for the payment of the charges which will continue to be billed unless and until a new agreement is reached between the parties in accord with District policy.

If any party to this agreement is in default under the terms hereof and this agreement is placed in the hands of an attorney to take any steps or actions with respect to such default, the defaulting party agrees to pay the other parties reasonable attorney's fees and out of pocket expenses even though no court proceeding is filed; however, in the event either of the parties hereto institute a court proceeding to procure any remedy for any breach hereof, the party prevailing shall recover from the other such sums for attorney's fees in such suit or action in an amount the court may adjudge to be reasonable. In addition, such prevailing party shall recover from the other such sums as are incurred as the prevailing party's actual costs and disbursements in such suit or action, including but not limited to the costs of depositions, expert witness fees and other actual out of pocket expenses. Similarly, the prevailing party shall be awarded their costs, disbursements, and reasonable attorney's fees on any appeal.

The District agrees to deliver water within the terms of the water right and state law, subject to the normal losses of the delivery system to the best of the District's ability. The District shall not be responsible for delivery of water outside the water rights of Owner, or for non-delivery in the event of non-availability of water due to any reason beyond the control of the District. The District shall not be held liable for actions or inactions of employees, officers, the Board of Directors, or agents, that do not constitute gross negligence, and then only to the limits established by Oregon law.

SANTIAM WATER CONTROL DISTRICT
11371 Dickinson Lane, SE
Aumsville, OR 97325

HB 3111 Process - NOTICE #1
Individual Water Right Acreage Form

Please carefully review the following information for accuracy:

Property listed below is in the name of:

Cook, Arnold B. & Donna Mae - Trust

8983 West Stayton Rd. SE

Aumsville, OR 97325

Tax Account No. 61385-000

Total Acres in Parcel 5.00

Previously Billed Acres 4.0

HB 3111 Acreage Calculation 4.5

Reason(s) for change in water right acreage (if any)

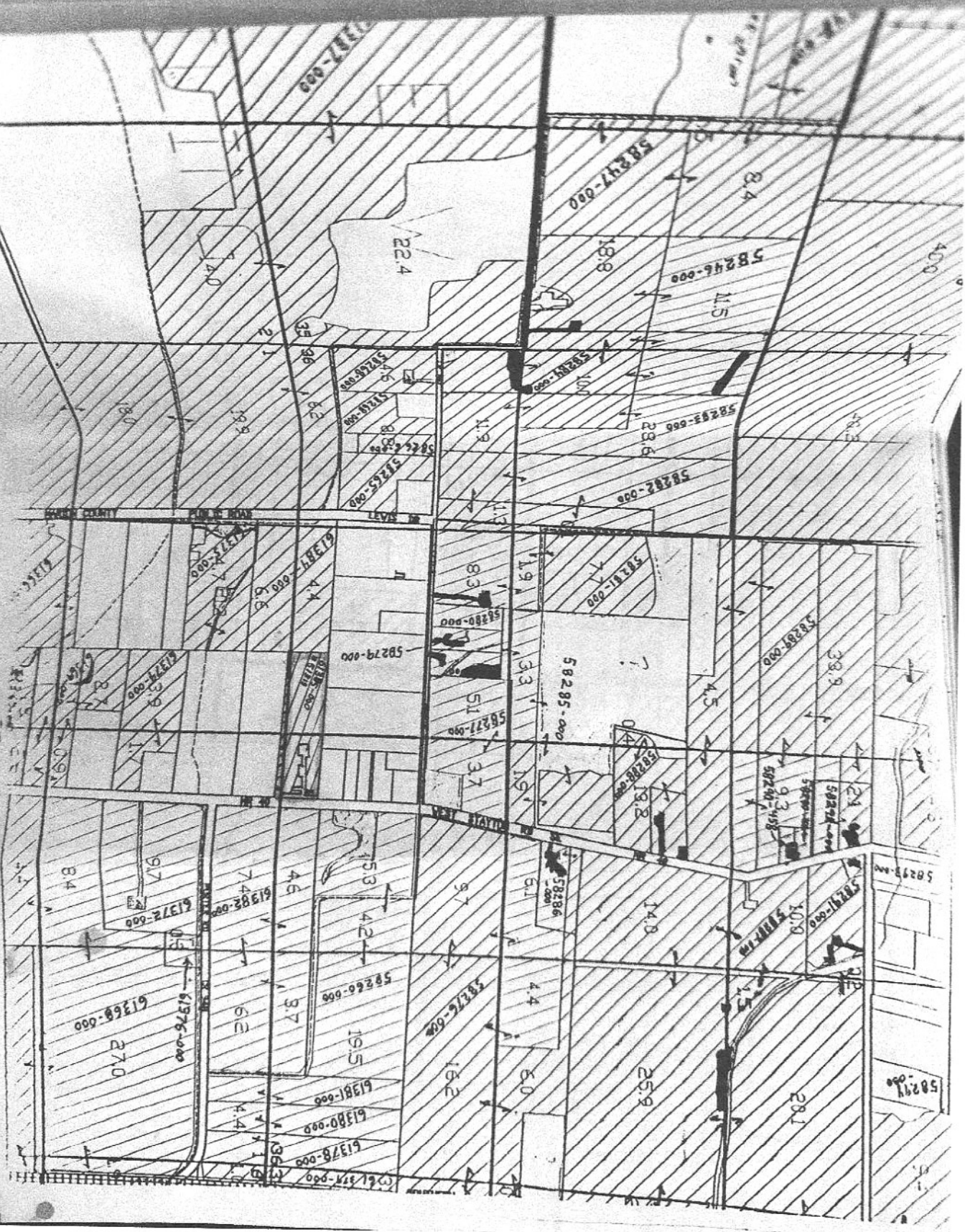
Computer mapping Accuracy

Additional Comments:

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Arnold Cook
Donna Cook

Depot M 1000



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