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Roseburg - Dixonville Water Association, Inc.

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WATER USERS AGREEMENT

THIS AGREEMENT between DIXONVILLE WATER ASSOCIATION, INC., a corporation organized and existing under and by virtue of the laws of the State of Oregon, hereinafter called "Association", and

Joe Brumbach

NO CROSS CONNECTION
Requirements

a member of Association, hereinafter called "Member".

WITNESSETH:

WHEREAS, Member desires to purchase water from Association and to enter into a water users agreement as required by the By-Laws of Association.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

1. Association agrees to furnish, subject to the limitations hereinafter provided, such quantity of water for domestic, industrial, commercial, livestock and garden purposes as Member may desire in connection with his occupancy of the following described real property in Douglas County, Oregon:

Tax Lot No.:

Lot 2 Sec 2c Twp 27 S R & W.

Provided, however, that Member may have delivered to him through a single service line only such water as may be necessary to supply the needs of persons residing in a single dwelling, and of the livestock owned by such persons, and to irrigate a garden of not to exceed 1/4 acre, or such water as is needed to supply the industrial, commercial or domestic needs of Member if Member is other than a farmer or rural resident.

2. Member agrees to pay for such water as he may use at the rate prescribed by the Board of Directors of Association pursuant to the provisions of the By-Laws of Association, the water delivered through each service line being metered and the cost thereof determined separately. A flat minimum monthly rate shall be charged each Member for the first 300 cubic feet of water or any fraction thereof, such flat minimum rate to be payable irrespective of whether any water is used by Member during any such period, and additional charges will be made for additional water used by Member. The determination of the quantity of water used by each Member will be based upon reading of water meters installed by the Association as provided for by the By-Laws. The rates to be charged by Association shall always be sufficient to enable it to pay all costs of operation and maintenance of the water system and interest and principal on loans and other indebtedness of Association and to provide funds to meet replacements and additions to the system and unforeseen contingencies.

3. In the event the total water supply shall be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, Association may prorate the water available among the various Members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto, or prohibit the use of water for garden purposes; provided that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock, garden, industrial and commercial purposes, Association must first satisfy all the needs of the members for domestic purposes before supplying any water for livestock purposes, and must satisfy all of the needs of all of the members for both domestic and livestock purposes before supplying any water for garden and industrial and commercial purposes.

4. Payment of the flat minimum rate and of additional charges for additional water supplied Member shall be made at such time as the Board of Directors of Association may prescribe; provided that if payment of such charges is not made for a period of thirty days after they become due, Association shall have the right to refuse to supply water to Member until payment is made; and provided further that in the event payment of such charges is not made for a period of sixty days after they become due, Association may, in addition to all other rights and remedies that it may have, elect to purchase Member's membership certificate and terminate his membership in the manner provided by Association's By-Laws, and in such event, Member shall not be entitled to receive, nor Association obligated to supply, any water under this agreement.

5. This contract shall be in full force and effect continuously hereafter so long as Member shall continue to be a member of Association; provided that if a husband and wife have jointly signed this agreement, and said husband and wife are joint holders of a certificate of membership in Association, then upon the death of either, this agreement remains in full force and effect between the survivor and Association as though this agreement had originally been signed solely by such survivor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 2 day of August, 1966

DIXONVILLE WATER ASSOCIATION, INC.

By Dale M. Haley President

Joe Brumbach Member

ATTEST: [Signature] Secretary-Treasurer

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