

Map and Tax Lot Number: \_\_\_\_\_

Send Tax Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When Recorded, Please return to:

DUNES CITY  
P. O. Box 97  
Westlake, OR 97493-0097

**AGREEMENT FOR USE OF WATER RIGHT  
UNDER THE SHARED DOMESTIC WATER SUPPLY PROGRAM  
OF DUNES CITY, OREGON**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DUNES CITY, an Oregon Municipal Corporation, hereinafter referred to as "City" and \_\_\_\_\_, owners of property located within the Dunes City limits, commonly known as Map and Tax Lot Number \_\_\_\_\_, hereinafter referred to as Applicant(s);

**WITNESSETH**

WHEREAS, the City is the holder of Oregon State Department of Water Resources permit number S-33923 (Application No. 45456) for the diversion of water from Woahink Lake for domestic use expanded; and

WHEREAS, Applicant(s) are the owners of certain real property located in Lane County, Oregon, and bearing Map and Tax Lot Number \_\_\_\_\_, more specifically described in Exhibit A. attached hereto and incorporated by reference herein; and

WHEREAS, Applicant(s) are desirous of using a portion of said water rights for expanded domestic uses on the above-enumerated property in accordance with Dunes City Code, Chapter 51, entitled Shared Domestic Water Right Program; and

WHEREAS, the City is desirous of allowing Applicant(s) to share in the use of its water right under certain circumstances; and

WHEREAS, the City has granted Applicant(s) the right to the shared use of the City's surface water rights in accordance with the terms hereof; and

WHEREAS, the City finds it is in the best interests of its residents to allow property owners to participate in its Shares Domestic Water Supply Program;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, and the sum of \_\_\_\_\_ HUNDRED DOLLARS (\$ \_\_\_\_\_), the receipt whereof is hereby acknowledged by the City, the parties hereto agree as follows:

1. TERM. The provisions of this Agreement will commence upon date of execution hereof and shall continue as an appurtenance to the property enumerated above in perpetuity or until such time as it is terminated as described herein.

2. NO GUARANTEE OF QUANTITY OR QUALITY OF WATER. Applicant(s) specifically understand(s) and agree(s) that the permit to use of the City's water right is not a guarantee of the amount or quality of the water available for use.

3. RESTRICTIONS ON USE. Applicant(s) declare and agree that there will be only one point of diversion for use of water on the property enumerated herein. For purposes of this Agreement, domestic use expanded means the use of water for human consumption, household purposes, domestic animal consumption that is ancillary to residential use of the property or related accessory uses, together with watering up to one-half (1/2) acre of lawn or noncommercial garden. Applicant(s) agree to only use the water for the permitted uses in accordance with the laws, rules and regulations of the State of Oregon, the County of Lane, and the City of Dunes City, and will be compatible with local comprehensive land use plans. Applicant(s) further agree to not waste water.

4. WATER MEASUREMENT.

a. The parties hereto understand and agree that the City's permit to use surface water rights requires the measurement of all water usage and Applicant(s) agree that all water usage will be measured.

b. Applicant(s) acknowledge and agree to allow the City's agents, representatives or assigns to enter onto the property for purposes of installing a water meter, to read such meter at periodic intervals, and to disconnect the water flows in the event of termination of this Agreement and cancellation of the permit. City agrees to provide notice to Applicant(s) when water measurement will be done.

c. Applicant(s) further agree to read and submit monthly water meter readings to the City either by telephone, in person, regular mail, facsimile transmission or by email. Applicant(s) further understand and agree that failure to provide the monthly water meter readings may result in termination of this Agreement and cancellation of the permit to use the water as provided herein.

5. WATER METERS. Applicant(s) agree to ensure the installation of the water meter shall be in a location that is easily accessible and able to be read. Applicant(s) further agree to maintain the water meter in such a way that it is not covered by debris or vegetation, but is easily accessible. Applicant(s) further agree to notify the City immediately in the event Applicant(s) suspect a problem or malfunction with the water meter.

6. ADMINISTRATION FEES. Applicant(s) agree to pay any and all administration fees assessed by the City within Thirty (30) days of the date of invoice. Applicant(s) further acknowledge and agree that failure to pay said administration fees may result in termination of this Agreement and cancellation of the permit to use the water as provided herein.

7. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by mutual written consent of the parties.

8. TERMINATION FOR CAUSE. In the event of a breach of this Agreement by Applicant(s), the City will deliver Notice of Breach of Agreement to Applicant(s). Applicant(s) will be allowed Fifteen (15) calendar days within which to correct the breach described in said

notice. If the breach is not corrected within the time frame provided, the City will deliver Notice of Intent to Terminate Agreement and Permit for Use of Water. Applicant(s) will have Ten (10) calendar days within which to correct the breach. If Applicant(s) fail to correct the breach within the time frame allotted, this Agreement shall terminate and the permit to use the water right will be cancelled. The City may then enter onto the property and disconnect the water service or report the non-permitted water use to the State of Oregon, Department of Water Resources.

9. NOTICE. All notices provided for under this Agreement shall be in writing and shall be deemed to be duly served: 1) on the date of delivery if delivered in person; 2) on the day after deposit if delivered by overnight courier; or 3) Three (3) days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. All notices shall be addressed as follows, except that either party may change their notice address at any time by delivering written notice of the new address to the other party.

CITY:

APPLICANT(S)

DUNES CITY  
P. O. BOX 97  
WESTLAKE, OR 97493-0097  
PHONE: 541-997-3338

\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_

10. INDEMNITY. Applicant(s) agree that in consideration of the use of the City’s water right, Applicant(s) shall defend, indemnify and hold harmless, jointly with other permittees, or severally from other permittees, the City and its officers, employees, agents, and representative from and against any and all claims of injury, damage, loss and expense, including reasonable attorneys’ fees, at trial and on appeal, and costs of suit arising out of or resulting from negligent or willfully misconduct associated with the issuance of the permit or the terms of this Agreement, including but not limited to the placement, maintenance, and monitoring of the water meter.

11. ASSIGNMENT. In the event of the sale or transfer of ownership of the property enumerated herein, Applicant(s) agree to notify the City of the names and address of the new owners and provide a final meter reading. Applicant(s) will also ensure the new owners are aware that they need to contact the City regarding continued use of the water right.

12. GOVERNING LAW. This Agreement is to be governed by and under the laws of the State of Oregon.

13. CONSENT TO JURISDICTION. The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.

14. ATTORNEY FEES. In any litigation or arbitration between the parties arising from or in any way pertaining to the interpretation or enforcement of this Agreement, including any action for rescission of this Contract, the prevailing party shall be entitled to recover, as a part of any arbitration award or judgment, the party’s costs and reasonable attorneys’ fees incurred in connection with such proceeding, at hearing or trial and on appeal.

15. ENTIRE AGREEMENT. This Agreement shall be the exclusive Agreement between the parties. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.



State of Oregon     )  
                                  ss.  
County of Lane     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public in and for the County and State aforesaid, personally  
appeared \_\_\_\_\_,  
known or proven by competent authority to be the person described in and who executed the  
foregoing instrument, and who acknowledged to me that \_\_\_he executed the same freely and  
voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I hereunto set my hand and affix my official seal of office.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_