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Document Title:

Irrigation Water Service Contract for Use of Waste, Seepage, and Return Flow  
Waters on Land Susceptible of Irrigation but not Capable of Being Serviced from  
the Distribution System of an Irrigation Block  
NO. 906-613 Renewal of Recorded Document # 1055407

Grantor:

QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT, an irrigation district  
organized and existing under the laws of the State of Washington

Grantees:

V. Andy & Connie Dormaier

Land Description:

The SW¼ of Section 34, Township 20 North, Range 25 East, W. M., lying east of  
the Winchester Wasteway, as shown on the attached Exhibit.

Parcel numbers:

31 3198 000

(THIS PAGE FOR RECORDING PURPOSES ONLY)



6/1/73

QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT  
Columbia Basin Project, Washington

IRRIGATION WATER SERVICE CONTRACT FOR USE OF WASTE,  
SEEPAGE AND RETURN FLOW WATERS ON LAND SUSCEPTIBLE  
OF IRRIGATION BUT NOT CAPABLE OF BEING SERVED FROM  
THE DISTRIBUTION SYSTEM OF AN IRRIGATION BLOCK

This Contract, made this *6<sup>th</sup>* day of *OCTOBER* 2009, between the QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of Washington, hereinafter called the District and V. ANDY DORMAIER and CONNIE DORMAIER, husband and wife, hereinafter called the Purchaser,

WITNESSETH, That:

WHEREAS, the following preliminary statements are made in explanation:

- (a) The United States is constructing the Columbia Basin Project in the State of Washington; and
- (b) The District has entered into a repayment contract with the United States (Contract No. 14-06-100-6418 dated December 18, 1968) relating to the construction of the Columbia Basin Project (hereinafter called the Project) and the assumption of care, operation, and maintenance of certain Project works by the District; and
- (c) The District is authorized to enter into water service contracts pursuant to Article 28 of the above said repayment contract; and
- (d) The Purchaser is the owner of land within the exterior boundaries of the District but not capable of being served from the distribution system of an irrigation block; and
- (e) The Purchaser desires to purchase waste, seepage and return flow water for the irrigation of said land; and
- (f) The District has determined that said land is susceptible of irrigation and will be benefited thereby and that it is in the best interests of the District and the Project for waste, seepage and return flow water to be made available for the irrigation thereof; and
- (g) Waste, seepage and return flow water, surplus to the present requirements of the Project, is now and may continue to be available



for some time on a temporary or semipermanent basis due to the continuing construction and operation of the Project,

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties herein made, it is agreed as follows:

#### TERM OF CONTRACT

1. This contract becomes effective on the date first above written and covers the making available of waste, seepage and return flow water from the Project wasteways and drains and surface channels tributary thereto, either constructed or natural, to the Purchaser for the land susceptible of irrigation within the exterior boundaries of the District but not capable of being served from the distribution system of any irrigation block therein described below for a period of 10 years, unless terminated earlier as provided in Article 9 and 11 hereof, and with the consent of the parties may be renewed at the end of such period for an additional 10-year period.

#### CONDITIONS OF WATER DELIVERY

2. (a) When and if waste, seepage and return flow water surplus to requirements of the Project is available, the Purchaser may, after making advance payment therefore in accordance with Articles 3 and 10 hereof, divert a base quantity of 351.5 acre feet each year from the Winchester Wasteway at approximate Survey Station 321+65 for the irrigation of 140.60 acres of land described as follows:

The SW $\frac{1}{4}$  of Section 34, Township 20 North, Range 25 East, W. M., lying east of the Winchester Wasteway, as shown on the attached Exhibit.

(b) The United States and the District do not guarantee such water will be available there at times and in amounts required by the Purchaser. The Purchaser will be required to submit and obtain approval of plans for the construction of diversion facilities involved, including a water measuring device, and will obtain a permit from the District showing consent thereto subject to post-construction inspection by the District. Such facilities shall be operated and maintained by the Purchaser at his own expense and in a manner satisfactory to the District. Permits will not be issued for the construction of facilities, which will provide for the diversion of water at excessive rates. The Purchaser shall use all practicable methods to insure the economical and beneficial use of water.

(c) Neither the United States nor the District, during the life of this contract, will undertake any construction of drains for the benefit of the said land or any removal of wastewater in connection with irrigation farming thereon.

(d) In no event will such water be available for the irrigation of a total acreage within the boundaries of the District, out of and in irrigation blocks, of more than 160 irrigable acres in a single ownership or 320 irrigable acres in the



community or other joint ownership of a husband and wife under this contract and the above said repayment contract between the United States and the District.

### PAYMENT FOR WATER

3. The Purchaser will pay to the District an annual minimum sum of FOUR THOUSAND NINE HUNDRED EIGHTY AND NO/100 Dollars (\$4,980.00), for not to exceed 351.5 acre feet of water, immediately upon being notified of the execution of this contract by the District and before any water is diverted hereunder. Payments thereafter collected in advance shall be based upon:

(a) For the base quantity of 2.5 acre-feet of water per acre annually: An operation and maintenance charge per acre of 75 percent of the estimated average per acre total assessment charges of the District for the then current year, excepting therefrom the portion of the assessment which is for the District's construction repayment obligation (the quotient derived by devoting the foregoing charge per acre by 2.5 is hereinafter referred to as base rate), plus a construction charge of \$2.05 per acre.

(b) For an additional quantity of one acre-foot per acre, an operation and maintenance charge of 1.5 times the base rate times the number of acres plus a construction charge of \$0.80 per acre-foot.

(c) For an additional quantity of not to exceed one acre-foot per acre: An operation and maintenance charge of 2.0 times the base rate times the number of acre-feet, plus a construction charge of \$0.85 per acre foot.

(d) For any additional quantity, an operation and maintenance charge of 2.0 times the base rate per acre-foot.

### DISTRICT PAYMENT TO UNITED STATES

4. The District will pay the United States each year on behalf of the land for which water is furnished hereunder, on or before June 30 of the year following that to which it applies, the construction charge provided for in Article 3 hereof.

### WASTE, SEEPAGE AND RETURN FLOW WATERS

5. (a) The Purchaser assumes responsibility during the life of this contract, for disposal of waste water in connection with irrigation farming of the said land so as not to damage Project facilities or other properties and also for any necessary drainage of the said land.

(b) The United States does not abandon or relinquish any waste, seepage and return flow water resulting from the water being made available to the Purchaser under this contract, and all such waters are reserved to the United States as set forth in the above said repayment contract between the United States and the District.



### QUALITY OF WATER

6. The United States and/or the District are under no obligation to construct or furnish water treatment facilities to maintain or to better the quality of water to be furnished hereunder. Further, the United States and/or the District do not warrant the quality of water to be furnished pursuant to this contract.

### POLLUTION

7. The Purchaser agrees that he will comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Washington, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to pollution or the discharge of refuse, garbage, sewage, effluent, or other pollutants.

### DISCLAIMER

8. Neither any provision of this contract nor the diversion of waste, seepage or return flow water hereunder will be construed to bind the United States or the District to make such water permanently available on a continuing basis to the Purchaser, or be the basis of a permanent water right. The United States and the District assume no responsibility for any permanent, continuing delivery of such water, and neither they nor their officers, agents, or employees shall have any liability for or on account of:

(a) The control, carriage, handling, use, disposal, or distribution of the water outside the wasteways and drains and surface channels tributary thereto, then being operated and maintained or utilized by the United States or the District;

(b) Damage claims of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water outside of the hereinabove referred to wasteways and drains and surface channels tributary thereto; and

(c) Any damage whether direct or indirect arising out of or in any manner caused by seepage, absence of drainage, or shortage or absence of said water whether such shortage or absence be on account of inspections, repairs, improvements, new construction, changes in operation, drought, hostile diversion, supplying existing units and/or legal subdivisions in irrigation blocks, prior or superior claims, recapture and reuse, or any other causes.

### TERMINATION

9. In the event of any failure by the Purchaser to comply with all the terms and requirements of this contract or any regulations issued in connection therewith, or his use or attempted use of water furnished hereunder for any purpose other than irrigation of the above specified acres and none other, the District at its election may terminate this contract, after giving reasonable notice and opportunity to comply therewith or to discontinue the unauthorized use, by giving subsequent written



notice of termination for failure to do so. The Purchaser may also voluntarily terminate this contract as of the end of the irrigation season by giving 30 days written notice of termination to the District prior to November 30 of that year. The District may also terminate this contract at the end of any irrigation season upon written notice thereof prior to November 30 of that year when, in its opinion, it is in the best interest of the Project or of the District to do so. In addition, the contract may be terminated as provided in Article 11 hereof for the reason set forth therein.

#### DIVERSIONS

10. Payment of charges before the diversion of water shall be a condition precedent to diversion thereof by the Purchaser, and the District reserves the right to refuse or discontinue permission for diversion by the Purchaser unless and until such charges are paid.

#### COVENANTS

11. All covenants and agreements herein made shall be considered as covenants running with the land and shall be binding on the Purchaser, and his heirs, administrators, executors, assigns, and successors; but if he or they should subdivide and convey the land to, or it should be distributed to or become vested in more than one owner in separate parcels, then the District may, at its option, either terminate this contract and discontinue water service or terminate it and enter into new contracts with the individual owners desiring the same.

#### CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS

12. The expenditure of any money or the performance of any work by the United States hereunder which may require appropriations of money by the Congress or the allotment of funds shall be contingent upon such appropriations or allotments being made. The failure of the Congress so to appropriate funds or the absence of any allotment of funds shall not relieve the Purchaser from any obligations then accrued under this contract and no liability shall accrue to the United States in case such funds are not appropriated or allotted.

#### REPORTS AND RECORDS

13. The District, in cooperation with the Purchaser, shall develop and maintain annual records or reasonable estimates of land use and crop production on lands receiving Project water hereunder. Reports thereon shall be furnished to the United States in such form and on such date or dates as may be required by the United States.

#### RULES AND REGULATIONS

14. The United States and the District may make rules and regulations, not inconsistent with the provisions of this contract, and the Purchaser shall observe the same.



EQUAL OPPORTUNITY PROVISION

15. Attached hereto and made a part of this contract is the Equal Opportunity Article.

ADDITIONAL TERMS AND CONDITIONS

Attached hereto are Additional Terms and Conditions which are hereby incorporated in and made a part of this Contract, and the violation of, or failure to perform, any of the terms of this contract, including said Additional Terms and Conditions shall entitle the District to take any enforcement action or contract cancellation provision herein set forth in this contract, including any enforcement action or contract cancellation set forth in the said Additional Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.



QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT

By: [Signature]  
President of the Board

ATTEST:  
[Signature]  
Secretary

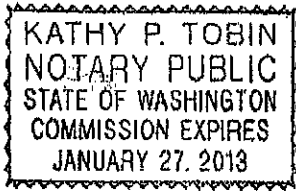
PURCHASER:  
[Signature]  
V. Andy Dormaier  
[Signature]  
Connie Dormaier



STATE OF WASHINGTON)  
  )§  
County of Grant                      )

On this 6 day of October 2009, personally appeared before me **Bill Watson**, to me known to be the President of the Board of Directors of the Quincy-Columbia Basin Irrigation District, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kathy P. Tobin  
NOTARY PUBLIC in and for the State of Washington, residing at Quincy, Wa  
My Commission expires: 01-27-2013

STATE OF WASHINGTON)  
  )§  
County of Grant                      )

On this 24<sup>th</sup> day of August, 2009, personally appeared before me **V. Andy Dormaier and Connie Dormaier**, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

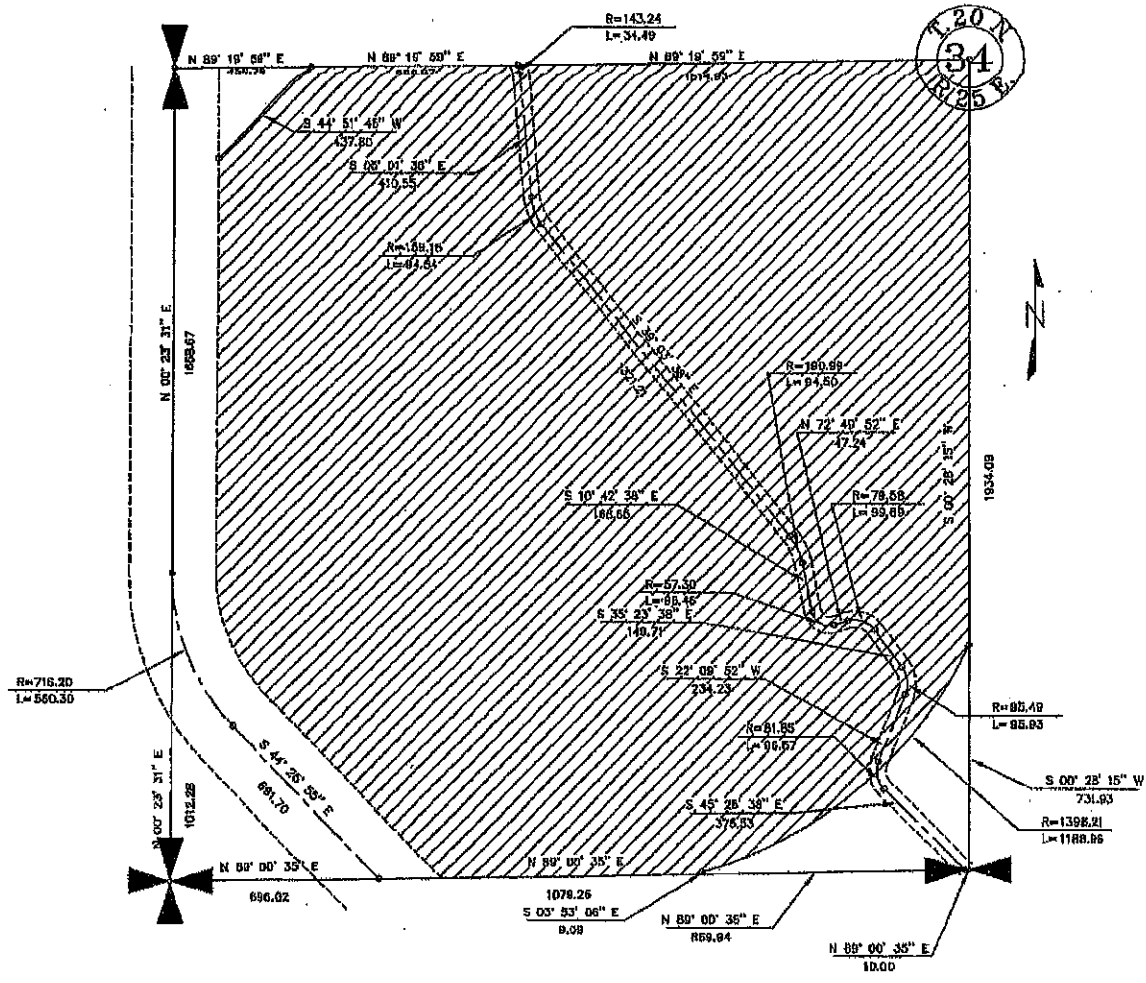


Brenda L. Poldervaart  
NOTARY PUBLIC in and for the State of Washington, Residing at: Quincy  
My Commission expires: 9-15-10





# EXHIBIT 'A'



 CONTRACTED AREA SHOWN  
 CROSS HATCHED 140.6 ACRES



### EQUAL OPPORTUNITIES

During the performance of this contract the Purchaser, in this article referred to as the Contractor, agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising this labor union or worker's representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(d) The Contractor will comply with all provisions of executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.



(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



ADDITIONAL TERMS AND CONDITIONS  
FOR SPECIAL WATER SERVICE CONTRACTS

The following Additional Terms and Conditions shall be a part of all special water service contracts granted by the Quincy-Columbia Basin Irrigation District, and the said terms and conditions, where applicable to the particular contract issued, shall be fully complied with by the Purchaser.

I.  
Construction of Irrigation Facilities  
If Required to Service Purchaser's Lands

1. Purchaser shall submit and obtain approval of the plans for the construction of diversion facilities, including a headgate required to divert water from the District's facility and the construction thereof shall be subject to the approval of the District and shall be at Purchaser's cost and expense. Said headgate shall include a locking device, which shall be under the sole control of the District, and it shall not be tampered or interfered with by the Purchaser at his expense and in a manner satisfactory to the District.

2. Title to the headgate and constructed works for the diversion and/or measurement of water constructed on the United States Bureau of Reclamation easement or right of way which has heretofore been turned over to the District for operation and maintenance, including any pipe line to the Purchaser's sump, shall vest in the United States as a part of the District's irrigation facilities.

3. No obstruction shall be constructed or placed in the channel of the District's facility from which water is diverted by the Purchaser without the consent of the District.

4. An approved water flow meter shall be installed by the Purchaser at the location designated by the District Manager and shall be of the type and size required by the District and the same shall be kept and maintained in good operating condition by the Purchaser at his cost and expense. The meter shall be for the purpose of determining the amount of water used by the Purchaser and shall be read by the District at such times as deemed necessary by the District. All water diverted from the District's facility must be metered. In the event the water flow meter becomes inoperative, the District Manager shall estimate the amount of water diverted under this contract for the irrigation of any lands served from the headgate, and such estimate and the resulting cost of water so estimated to have been diverted shall be binding upon and shall be paid for by the Purchaser as in this contract provided.



5. The Purchaser shall furnish to the District construction plans showing in detail the location of a proposed pumping plant, the location of the required water flow meter, the location of the required power meter, the size and length of the pipe lines, together with any such other information as may be required by the District Manager. Purchaser shall further furnish to the District a map showing the location of the diversion system, including dimensions of circle sprinkled areas to be irrigated, and the point of water diversion from the Purchaser's pipe line to each of said areas.

6. Purchaser shall secure and convey to the District a valid non-exclusive easement over the land on which the pump, power meter and water flow meter are to be installed and constructed, as required by the District, for the District's use in inspecting and reading the meters for the District's uses and purposes relative to this contract. The area of said easement shall be that required by the District, which shall include any necessary ingress and egress thereto. The District's title to said easement shall be subject to District approval and any title costs incurred in determining the validity of the District's title shall be paid for by the Purchaser.

## II.

### Miscellaneous Provisions

1. The District, in the event it becomes necessary to enforce the terms and conditions of this contract, in its sole and uncontrolled discretion, may shut off the water to enforce the terms of this contract by locking the headgate at the original point of diversion from the District's facility.

2. To enable the District to determine if all of the terms and conditions of this contract are being kept and performed the District shall have the right of ingress and egress over, along and across all lands of the Purchaser to be irrigated hereunder, together with the right of ingress over any easements secured by the Purchaser for the construction and installation of the Purchaser's distribution system.

3. The Purchaser shall pay annually the cost of the base quantity of water and shall pay for such additional water utilized, all as provided for in this contract. In the event more than one area of land is being irrigated from the headgate, additional quantities of water utilized over the base quantity shall be prorated among the two or more separate areas of land entitled to receive water and payment therefore shall be as in this contract provided.

4. Water will not be diverted from the District's facility by the Purchaser at such times, during the year that the District, in its sole and uncontrolled discretion



in considering the best interests of all waterusers of the District, determines that water should not be made available from its facility.

5. Unless the written consent of the District is obtained, Purchaser shall not irrigate, nor cause or permit any land to be irrigated, any land other than that described in this contract, nor shall any water from the District's facility be utilized for any purpose other than irrigation without District consent.

6. In the case of a common pipe line constructed from the point of diversion of water from the District's facility to serve the lands of the Purchaser, or any land to be served therefrom under any other special water service contract entered into by the District with any third party or parties, and in the event the Purchaser, or any third party utilizing said common pipe line, or any of them, or their lessees, heirs, assigns or successors, fails to pay to the District any amounts due under this contract, or any amendment or modification thereof, or fails to perform any other term or condition of this contract, the District may, at its sole and uncontrolled discretion and without liability to any person, shut off the water at the point of diversion from the District's facility until such default has been corrected, or the District may take any other enforcement action herein provided.

7. Any successor in interest to this contract, or any part thereof, or to any of the lands covered by this contract, by operation of law or otherwise, including but not limited to the Purchaser's lessees, employees, transferees, heirs and assigns, shall be bound by the terms and conditions of this contract.

8. This contract, or any part thereof or any interest therein, shall not be assigned by the Purchaser, or any of them, without the written consent of the District first had and obtained and then only upon such terms and conditions as may be required by the District, including, if deemed advisable by the District, entering into a new contract with the Purchaser's successor.

9. The Purchaser shall pay to the District at such time or times required by the District such reasonable charges as may be determined by the District for its engineering and inspection charges performed by it relative to its services required under the application of the Purchaser and this contract.

10. Because of the demand for the District's available water, no special water service contracts shall be granted for the irrigation of lands other than by sprinkle irrigation. Variations from this condition will be permitted only if specifically authorized by the Board of Directors of the District.

11. The District shall not be liable for the construction, breaking, leakage, repair or maintenance of any pipe line, including any common pipe line serving



Purchaser's lands and/or lands of any third party, of the Purchaser, nor for the securing and retention by the Purchaser and/or any third party of any easement of right of way required for the delivery of water to the Purchaser's lands or to the lands of any third party which may be served by any common pipe line. The District shall not be responsible for any damage, loss, cost of expense, occasioned to Purchaser or any other person, from the construction, breaking, leaking, or operation of any of the irrigation facilities, including pipe lines, of the Purchaser, and the Purchaser shall hold the District harmless from any such loss, cost or expense.

12. The Purchaser shall comply with all of the terms and conditions of this contract before being entitled to receive water from the District facilities.

13. The Purchaser shall not be entitled to receive water unless all payments due the District have been made, including any charges and interest owing for any prior years, and further including any payment for the cost of damage or repairs caused to or incurred by the District as the result of the Purchaser's utilization of water delivered hereunder.

14. In the event the lands of the Purchaser, or any of them, or any successor of any of the Purchasers, or any lands of any third party, are served by a common pipe line from the point of diversion of water from the District's facility, none of the lands served by the said common pipe line, including any extension or part thereof, shall be entitled to receive water from the facilities of the District, or from the common pipe line, unless and until all charges for water, including charges for prior years, or any other charge, owing on any or all of the lands served by the common pipe line, including third party lands, have been paid in full. The fact that all charges have been paid on a portion of the lands served by the common pipe line shall not derogate from the foregoing provision.

15. It shall be the duty of each Purchaser hereunder, and each third party, if any, utilizing any common pipe line to serve lands of the said parties, including the lands of any third party, to fully cooperate in the securing, construction and utilization of said common pipe line, including the diversion of water therefrom and the payment of charges to the District required hereunder, so that all Purchasers and/or third parties shall be entitled to receive water for their respective lands in accordance with the terms and conditions of this contract.

16. To enable the District to comply with the excess lands provisions of the District's Repayment Contract dated December 18, 1968, with the United States of America, all land ownerships of the Purchaser, or any of them, or any transfer thereof, must be recorded with the Auditor of Grant County, Washington. In the event a Purchaser, or any of them, or any third party, being served from the



District's facility becomes the owner of excess lands, by operations of law or otherwise, and in the event the lands are being supplied with irrigation water by a common pipe line in conjunction with other Purchasers, the District shall refuse to deliver water to the common pipe line from its facilities unless and until the excess land of any Purchaser or third party shall have been corrected.

17. The Purchaser shall not deliver, or permit to be delivered, water to lands of any person or persons not a party to this contract without said third party or parties entering into a special water service contract with the District and then only upon such terms and conditions as the District may require.

18. Violation or default of any of the terms and conditions herein contained shall entitle the District to terminate this special water service contract. Further, in the event a Purchaser utilizes water made available hereunder in a manner that is unreasonable wasteful or harmful to District facilities or downstream water users (specifically including the return of irrigation wastewater to District facilities containing undue or harmful amounts of silt and debris), or in the event the irrigation of the Purchaser's lands occasions damage, by seepage or otherwise, to District facilities, the District may terminate this contract.

19. Nothing contained in these Additional Terms and Conditions shall limit or in any way modify the rights and powers of the District elsewhere contained in this contract.

20. The provisions of these Additional Terms and Conditions shall be covenants running with the land and shall be binding on the land described herein and on the Purchaser and all of them and their lessees, heirs, administrators, executors, assigns and successors, by operations of law or otherwise.

21. The term "Purchaser" referred to herein in the singular shall include any and all persons herein named, whether one or more, and each shall be individually and jointly bound to the terms and conditions of this contract.

22. In addition to the termination provisions provided for in this contract, the District shall have all rights and remedies provided by law for the recovery of moneys owing and for damages occasioned by any default or breach of covenant on the part of the Purchaser.

23. The District may at any time provide for the collection and enforcement of water charges imposed by this contract in the manner and form provided by RCW 87.03.445 relating to collecting and enforcing of rates, tolls and charges.