

WATER USERS CONTRACT

This agreement made this _____ day of _____, 1965,
between the Town of Brookland, Arkansas, and the Brookland
Public Schools of Craighead County, Arkansas, WITNESSETH:

1. The Town of Brookland agrees to furnish and
Brookland Public Schools agrees to take, use and pay for
water from the Town of Brookland's Water System from the
date said water is made available by said town, for the
operation of the public schools; said Brookland Public
Schools being located North of the town limits of the Town
of Brookland, Arkansas, in the County of Craighead.

2. Under and in accordance with agreement between the
Town and the School, the Town agrees to furnish all water
necessary for the above purposes to be used on the above
described premises and Brookland Public Schools agree to
accept and pay for said water at a minimum annual charge of
_____.

3. Under the terms and conditions of this agreement,
the parties hereto do not contemplate that any special services
or conditions shall be furnished by the Town of Brookland
Water Works System to said Brookland Public Schools and it
is hereby expressly agreed that the Town of Brookland Water
Works System shall be free, exempt and held harmless from any
and all claims, suits, damages or injury to persons, property
or things belonging to the said Brookland Public Schools or
to any other person or persons, corporations or company by
reason of the Town's failure to supply water or to maintain
water pressure whether occasioned by shutting off the water
to make repairs or connections or for any other cause or
reason whatsoever.

4. The School shall pay to the Town the yearly charge at the place and to the agent designated to receive such payment.

5. It is agreed between the parties hereto that the customer shall have the right to discontinue such service at the expiration of the term hereof on giving notice in writing thereof to the Town of Brookland. If such notice is not given, this agreement shall be deemed to continue from year to year after the expiration of said term on all the terms, conditions and agreements herein stated. The initial period of this agreement shall be for a term of one year from the date water is made available by the Town.

6. In the event that the Water System is not completed or for any reason the Town is unable to proceed with plans to furnish water as herein set out, then in that event this agreement is null and void and of no effect.

TOWN OF BROOKLAND, ARKANSAS

By _____
Mayor

ATTEST:

Town Recorder

BROOKLAND PUBLIC SCHOOLS

By _____

(3)

NOTICE

Notice is hereby given that the Town Council of Brookland, Arkansas, has adopted the Ordinance hereinafter set out; that the Town contemplates the issuance of the Bond described in said Ordinance; and that any person interested may appear before the Council on the 4th day of October, 1965, at 7:00 o'clock P.M., at the usual place of meeting of the Council in Brookland, Arkansas, and present protests. At such hearing all objections and suggestions will be heard and the said Council will take such action as it deems proper in the premises.

Dated this 21st day of September, 1965.

Lester Elder
Mayor of Brookland, Arkansas

ATTEST:

Lennie D. Elder
Town Recorder