

METERED CONTRACT

ID #

Bennett

**LOOKINGGLASS OLALLA WATER CONTROL DISTRICT
AGREEMENT FOR PURCHASE OF STORED WATER**

AGREEMENT made this 12th day of March, 2014 between
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT
and Mark & Kelly Bennett

WATER RIGHTS NOTES

Permit # 46786

DISTRICT AND CONSUMER AGREE:

USE TO BE MADE OF WATER / STORAGE ALLOCATION / DIVERSION LOCATION:

USE OF WATER	ACRES	STORAGE ALLOCATED	TWP	RGN	SEC	TL OR ¼ SECTION
IRRIGATION	69		27	7	1	Tax lot #600
DOMESTIC						
MUNICIPAL						
SUB-DISTRICT						
INDUSTRIAL						
MULTIPURPOSE						

TYPE AND TERM OF AGREEMENT / FEES:

AGREEMENT TYPE	BEGINNING DATE	RENEWAL DATE	Administration Fee (ANNUAL)	USE FEE
METERED	3-12-14	12-31-2023	\$125.00	AS PER ATTACHED EXHIBIT "A"

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This agreement is made upon the following terms and conditions:

1. Price of Water Service; Payment.

1.1 The price of stored water purchased by the Consumer shall be at the rates shown in attached Schedule A, as may be amended from time to time, and shall be applicable at the time the Consumer signs this agreement.

1.2 The annual administration fee, the meter reading fee and the use fee shall be non-refundable and due in full no later than 60 days after billing.

1.3 The Consumer shall pay the billing for the season's water use within 60 days of being billed. The Consumer shall pay interest on the billing at the rate of 9% per annum from the date of billing on all late payments. Additionally, there shall be a late fee of \$10.00 for every 60-day period that the account remains delinquent. The District has the right to refuse to deliver water to the Consumer or the real property to which water is furnished under this agreement at any time that the Consumer is in default in the payment of any water charge or billing. Default is defined as any billing, or portion thereof, that remains unpaid for a period of 60 days or more.

1.4 The District shall periodically review and may adjust the price of water as shown on Schedule A, taking into account the following factors and any other factors that are reasonable to consider:

- 1.4.1 The current cost of operating and maintaining the dam, reservoir, and related facilities.
- 1.4.2 The projected costs for operating, maintaining, and replacing delivery facilities, including administrative expenses.
- 1.4.3 The price of water provided by similar facilities for similar uses.

2. Meters and Equipment.

2.1 All installations and facilities, such as but not limited to the intake pipe, pump, electrical wiring, etc., shall be provided by the Consumer at his or her own expense. The cost, installation, and maintenance of meters shall be the responsibility of the Consumer, and be approved by the State of Oregon and the District.

2.2 All new Consumers shall use a meter approved by the State of Oregon and the District.

3. Use of Water

3.1 All water provided under this agreement shall be for the uses stated in the

declarations on page 1 of this contract, only. As provided on page 1, the uses of the water are limited to irrigation, municipal (only if the Consumer is a municipality), industrial, and multipurpose.

3.2 The Consumer agrees **not** to use, or allow others to use, the water provided under this agreement for **domestic purposes**, unless the Consumer is a municipality. The Consumer acknowledges that the water provided under this agreement has not been treated or tested as suitable for drinking water. The Consumer shall indemnify the District from any damages or claim that may result from or arise in connection with any person using the water provided under this agreement for domestic purposes. "Domestic purposes" means use of water for human consumption or household purposes; "domestic purposes" does not include use of water for lawn, garden, yard, or small-scale livestock watering, which are residential irrigation uses.

3.3 The Consumer agrees to not waste water, and agrees to promptly remedy any situation leading to waste of water which may be brought to his or her attention by the District.

3.4 The Consumer shall provide the District with the county assessor's tax lot identification describing where water under this contract shall be used.

4. Contract Term and Extensions for Metered Service Consumers.

The contract for Consumers currently using meters (metered service) shall terminate December 31, 2013. Metered service Consumers shall have the right to extend the terms of this contract for additional periods of 10 years each under the following conditions:

- 4.1 A functioning meter approved by the State of Oregon and the District is in use.
- 4.2 The Consumer is paid current and not in default of any of the contract terms.
- 4.3 The extension shall occur automatically without further act or agreement of the parties at the end of the then-current term. Each extension shall take effect on January 1 after extension.
- 4.4 The provisions of this contract shall apply to any extension of the contract, except for changes in the price of service, which may be modified.

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4.5 The Consumer shall not be entitled to extend the term of this contract if he or she is in default of any of the terms under this contract at the end of the then-current term.

5. Termination of Contract by Consumer.

The Consumer may terminate his or her contract by giving written notice to the District at least 30 days prior to the date of termination. The Consumer shall be responsible for the full fee for the entire irrigation season, unless the contract is terminated prior to the start of irrigation season (March 1).

6. Termination and Reinstatement of Contract by District.

The District may terminate for cause any person's right to receive water under an irrigation contract by mailing written notice to the affected person at that person's last known address at least 30 days prior to date of termination. The District may terminate or refuse to extend or reinstate an irrigation contract for any of the following causes:

6.1 Non-payment of irrigation fees after the District mailed written notice that one or more fees were due. The District may reinstate the contract if payment is received within the 30-day period.

6.2 Refusal or failure to comply with District regulations or orders. The District may reinstate the contract if the contract holder complies with District regulations and orders within the 30-day period.

6.3 Change in ownership of the land to which water is being provided. The District may reinstate the contract if the new owner agrees to enter into a new contract with the District within the 30 day period, provided any sums due to the District for providing water service to the real property involved are paid in full.

6.4 Change in circumstances that make it likely that the District will not be able to provide water to all contract holders. The District may reinstate the contract if circumstances further change so as to make it likely the District will have sufficient water for the projected need.

In all cases, the District's decision to terminate or reinstate an irrigation contract shall be at the discretion of the District. A decision to terminate or reinstate a particular contract shall have no precedential value in determining whether to terminate or reinstate the same or a different contract in a later situation.

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7. Allocation of Water in Drought Years.

In the event of a drought year (e.g., any year in which Ben Irving Reservoir does not fill through natural rainfall to the point where all District irrigation contract holders can be supplied with enough water to satisfy their contracts) the District shall use reasonable efforts to evenly allocate water to all Consumers by an across-the-board percentage cut in allocations. For example, if the reservoir level requires a 25% cut in allocations, the District shall use reasonable efforts to assure that all Consumers shall have their allocations cut 25%, i.e., each Consumer shall receive 75% of his or her contracted water. Meters shall be read on a regular basis and when the allocated amount of water has been delivered, the pump shall be tagged out by District personnel. Consumers with flat rate service shall be contacted by the District as early as reasonably possible in a drought year to determine which acreage Consumer shall not irrigate that year.

8. Water Rights.

The District shall be responsible for obtaining all water rights to store and deliver water for the Consumer's use allocated under this agreement. The Consumer shall be responsible for obtaining at Consumer's expense any necessary water rights, permits or certificates from the State of Oregon for use of the stored water provided under this contract. The Consumer shall also be responsible for any other permits necessary to use water provided under this agreement.

9. Right of Entry.

The District, its agents, employees, and contractors, shall have the right at all reasonable times to enter upon the premises of the Consumer to inspect the water intake and meter and beneficial use of the water. The Consumer agrees to maintain such areas to ensure safety of the meter reader, and to provide such access to the District and its personnel.

10. Miscellaneous.

10.1 The obligation of the District to deliver water to the Consumer is conditioned upon the ability of the District to provide the same. The District shall not be liable for failure to deliver the water at any given time or in any given amount if it is prevented from doing so by breakdown of facilities, accidents or other events which may occur.

10.2 The obligation of the District hereunder at any time may be limited by any lawful order.

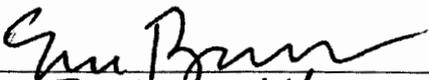
10.3 The District reserves the right to promulgate reasonable rules and regulations from time to time applicable to all water users of the District governing the taking and

use of water from the District, and the implementation of the terms of this contract.

10.4 This agreement inures to the benefit of the parties hereto and their respective successors and assigns.

10.5 In the event any court action or suit is necessary to enforce payment or any other provision of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs as determined by the court. Jurisdiction and venue of any case filed to enforce the terms of this agreement shall be exclusively in the circuit court of Douglas County, in Roseburg, Oregon.

IN WITNESS WHEREOF, the parties have affixed their signatures below.
LOOKINGGLASS-OLALLA WATER CONTROL DISTRICT

BY: 
Date 3-12-14
Representing District

BY: 
Date 03/12/2014
(Landowner)

PHONE: 415-497-4774

FAX

Billing Address:

Physical Address: Same as billing

8382 Lookingglass Rd. Roseburg OR 97471

e-mail address: mabennett1@comcast.net

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LOOKINGGLASS OLALLA WATER CONTROL DISTRICT

EXHIBIT A
RATE SCHEDULE

EFFECTIVE JANUARY 2014 through DECEMBER 2023

TYPE OF USER	ANNUAL ADMINISTRATION FEE	ANNUAL METER READING FEE	ANNUAL RATE OF USE FEE	COMMENTS
IRRIGATION (METERED)	\$125.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	METER REQUIRED
IRRIGATION SUB DISTRICT (UP TO 4 IRRIGATORS) EACH ADDED IRRIGATOR	\$250.00 \$75.00	\$160.00 PER METER	\$12.00 PER ACRE FOOT	MASTER METER REQUIRED
MUNICIPAL/QUASI MUNICIPAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
INDUSTRIAL	\$2,175.00	TO BE DETERMINED	\$64.00 PER ACRE FOOT FIRST 100AF \$70.00 PER ACRE FOOT OVER 100AF	METER REQUIRED
DOMESTIC	\$165.00	NO METER REQUIRED	\$128.00 PER DWELLING - NO MORE THAN 3 DEWLLINGS PER CONTRACT	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM - CURRENTLY NO METER REQUIRED
MULTIPLE USE	TO BE DETERMINED	\$160.00 PER METER	\$64.00 PER ACRE FOOT	METER REQUIRED
SUB DISTRICT DOMESTIC, UP TO 3	\$165.00	\$160.00 PER METER	\$64.00 PER ACRE FOOT	\$64.00 PER ACRE FOOT WITH 2 ACRE FOOT MINIMUM - CURRENTLY NO METER REQUIRED
UNMETERED IRRIGATION (METER BROKEN OR NOT FUNCTIONING)			0.04 ACRE FEET PER ACRE PER DAY	METER THAT IS NOT WORKING PROPERLY MUST BE REPAIRED AS SOON AS POSSIBLE

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