

DRAFT

SEWER TREATMENT FACILITY WATER USE AGREEMENT

I. RECITALS

WHEREAS, the City of Port Orford, hereinafter referred to as “City,” owns and operates a municipal sewer treatment facility on the real property described in Exhibit A attached hereto and by express reference made a part hereof;

WHEREAS, Elk River Property Development LLC, an Oregon Limited Liability Company, hereinafter referred to as “ERPD,” are the owners of the real property described in Exhibit A attached hereto and by express reference made a part hereof, the same being more commonly referred to as the TBD Golf Course and related facilities;

WHEREAS, the City pursuant to governmental regulations, is permitted to discharge recycled wastewater reuse from said sewer treatment facility to Outfall 002 as outlined in the City’s NPDES Permit; and

WHEREAS, ERPD is desirous of taking of said sewer effluent, recycled wastewater, or discharge water from said sewage treatment facility meeting Class C Effluent Requirements, not heretofore committed by the City, for the purpose of using said sewer effluent, recycled wastewater, or discharge water in connection with the operation and maintenance of the TBD Golf Course and related facilities located on the real property referred to as Exhibit A;

NOW, THEREFORE, IT IS HEREBY AGREED between the City and ERPD, as follows:

II. AGREEMENTS:

1. The recitals above are expressly made a part of this agreement.
2. The City shall deliver to ERPD, and ERPD will take and receive from the City, the sewer effluent, recycled wastewater, or discharge water that meets Class C effluent standards from the municipal sewage treatment facility, when ERPD is able to accept sewer effluent, recycled wastewater, or discharge water. ERPD shall use the reclaimed water received from the City for irrigation consistent with all applicable federal, state, and local environmental laws and regulations and the City’s NPDES Permit. ERPD shall not be required to take sewer effluent, recycled wastewater or discharge water referred to herein from the City at any time.
3. ERPD intends to receive sewer effluent at a rate of approximately 125 gallons per minute, but at times due to maintenance or other activities, may not be able to accept the finished sewer effluent, and at that time, upon notice to the City, the City shall discharge the sewer effluent or discharge to their other permitted discharge location or locations.

4. It is understood that the City may periodically use finished effluent to flush their existing discharge line to the Pacific Ocean, identified as Outfall 001 in their NPDES permit. During this periodic flushing periods, finished effluent will not be sent to ERPD.
5. The entire consideration for the sewer effluent or discharge water delivered by the City to ERPD is as follows:
 - 5.1 First, ERPD is required to pay for and maintain the effluent piping and infrastructure to its property; and
 - 5.2 Second, EPRD will grant an access and maintenance gravity sewer easement to the City through Tax Lot 1011 to route a gravity sewer line which may eliminate the City's need for the Wyoming Wastewater Pump Station. A copy of the easement is described in Exhibit B.
6. This agreement shall continue for as long as the TBD Golf Course and related facilities are used as a golf course and thereafter until terminated by the City of Port Orford or the TBD Golf Course. The terminating party must provide written notice to the other party at least thirty (30) days prior to termination of the agreement.
7. The approximate quantity of reclaimed water that will be released to ERPD is 65,700,000 gallons per year (125 GPM x 24 hrs x 365 days a year = 65,700,000 per year).
8. ENTIRE AGREEMENT. This agreement represents the parties' entire agreement with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, with respect to such subject matter.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2024.

CITY OF PORT ORFORD

**ELK RIVER PROPOERY DEVELOPMENT,
LLC**

INSERT TITLES, ADDRESS ETC.....

STATE OF OREGON)

County of CURRY) ss. _____, 2024.

Personally appeared the above named NAME, Mayor of the City of Port Orford, who has acknowledged the foregoing instrument to be his voluntary act and deed, and that he has executed the same pursuant to Resolution of the City of Port Orford.

Notary Public for _____

My Commission Expires: _____

STATE OF OREGON)

County of Curry) ss. _____, 2024.

Personally appeared _____ who, being duly sworn, did say that he is the President of ERPD., an Oregon Corporation, dba XXXX, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledges said instrument to be its voluntary act and deed.

Notary Public for _____

My Commission Expires: _____