

Water/Expo Agreement
J. S. [unclear]

WATER MAIN CONSTRUCTION AGREEMENT

THIS AGREEMENT, made by and between JACKSON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and CITY OF CENTRAL POINT, OREGON, a municipal corporation, hereinafter referred to as "CITY",

WITNESSETH:

In consideration of the covenants herein exchanged, County and City hereby agree to the construction of a water main extending from North Tenth Street in the City of Central Point, along the presently existing City utility easement to a point which the parties have heretofore mutually agreed upon, which is approximately 600 feet in a generally easterly direction along said City utility easement ^{from [unclear]} to the west boundary of the Jackson County Fairgrounds and Exposition property, on the following terms and conditions:

CITY'S OBLIGATIONS:

- A) To obtain all necessary permits for the construction of said water main;
- B) To provide plans and construction engineering therefor;
- C) To perform the physical construction of said main, which is to be a 12" main with a guaranteed 8" flow of water, subject to the availability of said water from the City of Medford to the City of Central Point;
- D) To contribute \$5,000.00 of the cost of said construction;

E) To begin construction on or before October 11 ¹⁹⁷⁶, and to complete construction as soon thereafter as possible;

F) To provide to County a minimum flow of 8" of water at all times in the completed pipeline, subject to the availability of said water from the City of Medford to the City of Central Point, and to charge County for the City's actual cost for said water.

COUNTY'S OBLIGATIONS:

A) To pay all costs of the construction of the water main in excess of the City's contribution of \$5,000.00, which excess cost is estimated to be \$38,300.00, payable by reimbursement by the County to the City for all such costs on a monthly basis upon receipt of billing showing the items of costs for which reimbursement is to be made;

B) To pay the City for water supply to the County through the water main at the rate specified in (F) above.

FUTURE EXTENSION:

At some time in the future, either or both of the parties may wish to extend the water main to be constructed hereunder along the City's existing easement in a generally easterly direction to connect with the City of Medford main trunk located on Table Rock Road. Both parties agree that before either commences construction of such an extension, each will confer with the other to determine whether need exists for construction of an extension to serve both parties. If the parties agree on construction of a joint-use extension, they agree to share the construction costs on the basis of each party's

anticipated use, with such use to include fire flow requirements in addition to actual use. City agrees that County may locate and maintain such an extension on the City's utility easement without cost to the County, whether or not the City has agreed to share in the construction costs of the extension. The County agrees that the City may construct and connect such an extension to the easterly terminus of the original water main which is the subject of this agreement, without payment to County of any fee or charge therefor, whether or not the County has agreed to share in the construction costs of the extension.

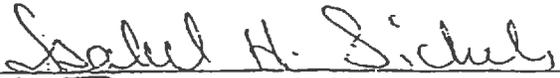
If either party constructs such extension without the participation of the other party, and at a later date such other party has need for water supplied by such extension, the parties agree that such other party shall be entitled to such use upon payment to the party constructing the said extension of a prorata share of the original cost of installation of said extension, with the prorata share to be determined on the basis of each party's anticipated use of said extension, with use to include fire flow requirements in addition to actual use requirements.

Dated this 15th day of September, 1976.

JACKSON COUNTY, a political subdivision
of the State of Oregon

BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman


Commissioner


Commissioner

CITY OF CENTRAL POINT, OREGON,
a municipal corporation

By *Jim Miller Lee*
Mayor

By *Betty Anderson* 9/9/76
City Recorder

JACKSON COUNTY FAIR BOARD

By *Chris Howley Winsor*
Chairman