



ROATS
WATER SYSTEM

February 28, 2024

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street S.E.
P.O. Box 1088
Salem, OR 97308-1088

RE: UI 326 Amended Affiliated Interest Application Filing

Roats Water System, Inc., submits this filing to include additional language related to annual commercial rent increase. The new language is noted on page 2 of the amended application.

Sincerely,

William K. Roats
Owner/President



e-FILING REPORT COVER SHEET

COMPANY NAME: Roats Water System, Inc.

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? No Yes If yes, submit a redacted public version (or a cover letter) by email. Submit the confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

Select report type: RE (Electric) RG (Gas) RW (Water) RT (Telecommunications)
 RO (Other, for example, industry safety information)

Did you previously file a similar report? No Yes, report docket number: UI 326

Report is required by: OAR
 Statute
 Order

Note: A one-time submission required by an order is a compliance filing and not a report (file compliance in the applicable docket)

Other Staff Request
(For example, federal regulations, or requested by Staff)

Is this report associated with a specific docket/case? No Yes, docket number: UI 198

List Key Words for this report. We use these to improve search results.

Send the completed Cover Sheet and the Report in an email addressed to PUC.FilingCenter@puc.oregon.gov

Send confidential information, voluminous reports, or energy utility Results of Operations Reports to PUC Filing Center, PO Box 1088, Salem, OR 97308-1088 or by delivery service to 201 High Street SE Suite 100, Salem, OR 97301.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of March, 2024 BETWEEN:

William K Roats of 61788 Teal Rd Bend, OR 97702

Telephone: (541) 948-2125

(the "Landlord")

OF THE FIRST PART

- AND -

Roats Water System, Inc. of 61147 Hamilton Ln, Bend, OR 97702, USA

Telephone: (541) 382-3029

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 61147 Hamilton Lane, Bend, OR, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the industrial premises at 61147 Hamilton Lane, Bend, OR, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the industrial premises municipally described as 61147 Hamilton Lane, Bend, OR, USA (the "Premises").
- 4.

The Premises will be used for only the following permitted use: water utility operations (the

"Permitted Use").

5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.
6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

7. The term of the Lease is a periodic tenancy commencing at 12:00 noon on February 28, 2024 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy (the "Term").
8. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
9. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

10. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$13,005.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
11. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

13. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

18. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from

taking action for recovery of possession of the Premises.

Inspections and Landlord's Right to Enter

19. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Tenant Improvements

20. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

21. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
22. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: _____

Insurance

23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

24. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

25. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Oregon (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

27. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.

Bulk Sale

28. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

29. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
30. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
31. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
32. Where the Premises has its own sidewalk, footpath, entrance, driveway or carpark which is for the exclusive use of the Tenant and its guests, the Tenant will keep the footpath, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
33. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in

a reasonable condition including any trees or shrubs in or about the Premises.

Care and Use of Premises

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
36. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
37. The Tenant will not engage in any illegal trade or activity on or about the Premises.
38. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

39. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

Rules and Regulations

40. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
45. Time is of the essence in this Lease.
46. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 28th day of February, 2024.



William K Roats (Landlord)

/s/ Michelle Berg

Michelle Berg for Roats Water System, Inc. (Tenant)

Descriptions of property owned by William K Roats and leased by Roats Water System, Inc.

SERVICE OFFICE

Tax Lot 900 83,580 sq. ft. @ \$0.05 = \$4,179.00
Service office and equipment lot

SHOP & WAREHOUSE

Tax Lot 900 3,000 sq. ft. @ \$1.00 = \$3,000.00

BROOKSWOOD LOT

Tax Lot 3100, Parcel #1
320,000 gal. storage tank, Well #9
and pumping station located on this lot.
56,000 sq. ft. @ \$0.05 = \$2,800.00

BUSINESS OFFICE

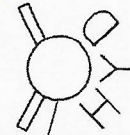
Tax lot #02162
2277 sq. ft. @ \$1.00 \$2,024.00

TOTAL MONTHLY RENT: \$13,005.00

TOTAL ANNUAL RENT: \$156,058.00



319



3583



3589



3763



3576



3575



3574



3591



320



3573



FS

3681



3763



61161

61153

3008

TAX LOT

02162

61147



HAL 03

61148

3009



3010



18'

13

201

61140

61123

HAL 04

PIPE

3006



3007



61154

61180

181217BA-
900

307

#1

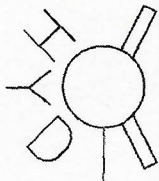
366

(M)

3001



HAL 01



HAL 08

HAL 09

HAL

05

TAX lot

HAL 06

HAL 07

HAL ???

5900

8"
PIPE

(W)

#2

(M)

(M)

3003

For Lease (/lease/properties) Office (/lease/properties/Office... OR (/lease/properties/OR/Offic... Bend (/lease/properties/OR/Be... Industrial Condo in Brinson Bu... 📄 ☆



[Overview](#) [Spaces](#) [Location](#) [Listing Contacts](#) [Demographics](#)

FOR LEASE

For Lease: Industrial Condo in Brinson Business Park

\$1.10/SF/MO

20727 High Desert Ct., Suite 1 Bend, OR 97701
Office | Single tenant | 2,271 sq. ft.

[View Brochure](#)

Overview

Contact

Message Compass Commercial Real Estate Services

Write a message...

[Is this still available?](#)

[Set up time to cha >](#)

Send Message

Intelligence

- ✓ Unlock full access to demographic insights
- ✓ Share insights with clients

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[See Contacts \(/lease/properties/684552/oregon-industrial-condo-in-brinson-business-park#listing-contacts\)](#)

FOR LEASE

For Lease: Industrial Condo in Brinson Business Park

\$1.10/SF/MO

20727 High Desert Ct., Suite 1 Bend, OR 97701

Office | Single tenant | 2,271 sq. ft.

[View Brochure](#)



[Overview](#) [Spaces](#) [Location](#) [Listing Contacts](#) [Demographics](#)

FOR LEASE

For Lease: 63004 NE 18th St

\$1.05/SF/MO

63004 NE 18th St Bend, OR 97701

Industrial | 2 spaces available | 1,440 sq. ft. - 2,880 sq. ft.

[View Brochure](#)

Overview

TIMELINE

Contact

Message Compass Commercial Real Estate Services

Write a message...



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[See Contacts \(/lease/properties/729880/oregon-the-vanguard-building#listing-contacts\)](#)

[Is this still available?](#)

[Set up time to cha >](#)

Send Message



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FOR LEASE

For Lease: 273 SE 9th Street, 100

\$0.90/SF/MO

273 SE 9th Street, 100 Bend, OR 97702
Industrial | 1 space available | 48,150 sq. ft.

View Brochure

Overview

TIMELINE

Contact

Message Coldwell Banker Bain Bend

Write a message...

Intelligence

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- ✓ Share insights with clients

[See Contacts \(/lease/properties/685358/oregon-273-se-9th-street-100#listing-contacts\)](#)

Upgrade Now

Is this still available?

Set up time to cha >

Send Message



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[Listing_Contacts](#)
[Demographics](#)

FOR LEASE

For Lease: 921 SE Armour Rd

\$1/SF/MO

921 SE Armour Rd Bend, OR 97701
 Industrial | Single tenant | 14,180 sq. ft.

[View Brochure](#)

Overview

TIMELINE

Contact

Message Compass Commercial Real Estate Services

Write a message...

Intelligence

- ✓ Unlock full access to demographic insights
- ✓ Share insights with clients

[See Contacts \(/lease/properties/696143/oregon-921-se-armour-rd#listing-contacts\)](#)

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