

L.A. WATER CO-OPERATIVE WATER USE CERTIFICATE

1120

The L.A. Water Co-Operative, (the "CO-OP"), is a purveyor of water. Robert D. Hunter and Pat Hunter

(the "MEMBER") desires to obtain a water supply service for the following described real property (the "Property"):

Street Address: Melott Road Hillsboro, Oregon 97123

Tax Lot Number: 2S 3W 15 03300 Yamhill County

The Property consists of:

X

A single residential dwelling unit for which the CO-OP shall supply domestic water service.

 A multi-family residential dwelling unit consisting of residential dwelling units for which the CO-OP shall supply domestic water service for one unit under this certificate.

 A commercial, industrial, commercial-agricultural or other usage for which MEMBER has represented to CO-OP that such usage shall constitute living unit equivalencies based upon each 15,000 gallons per month, or portion thereof, based on a peak usage month for which the CO-OP shall supply water service for one such living unit equivalency under this certificate.

NOW, THEREFORE, in consideration of the covenants, conditions and promises set forth herein the payment by MEMBER to CO-OP of a membership fee in the amount of \$ 8,120.00, per living unit equivalency and all other applicable fees and charges, receipt of which is acknowledged by the issuance of this certificate and the parties agree as follows:

I. CO-OP DUTIES

A. CO-OP shall install, whenever possible, and place adjacent to a CO-OP transmission line, a water metering assembly to which MEMBER may connect at MEMBER's expense. The water metering assembly shall be provided by the CO-OP at the members expense, and shall remain solely the property of the CO-OP.

B. CO-OP shall provide water supply service to MEMBER subject to the terms and conditions set forth herein, provided that member is in compliance with the terms and conditions of this Certificate.

II. MEMBER'S DUTIES

A. By accepting membership in CO-OP, MEMBER agrees to be bound by the terms of this Certificate.

B. MEMBER shall promptly pay for all metered water each billing period at the rate of CO-OP's then current rate charges. MEMBER shall be solely and personally liable for all charges for water metered to the Property regardless of any other agreement between MEMBER and any tenant or other third party. Member shall pay a monthly minimum charge as established from time to time by the CO-OP.

C. MEMBER shall at all times provide for the CO-OP's access to the water metering assembly. Such access shall include, but not be limited to, MEMBER providing for an access point to the water metering assembly through fences, such access point to be within 50' of any such water metering assembly and MEMBER shall control all vegetation growth, such as grasses, weeds, black berry growth, etc., in the area of the water metering assembly. If MEMBER fails to maintain an access point to the water metering assembly within 50' of such water metering assembly, MEMBER shall be charged an additional \$5 per month (which amount may be adjusted prospectively from time to time by the CO-OP) as a water metering assembly access charge. Further, if MEMBER fails to maintain vegetation control in the area of the water metering assembly, CO-OP may provide for such vegetation control, the cost of which shall be charged to MEMBER.

D. MEMBER shall be responsible for weatherproofing the water meter assembly, including but not limited to, taking such measures as may be necessary to prevent damage to the water metering assembly due to freezing. If MEMBER fails to take adequate measure to prevent weather related damage to the water metering assembly and damage occurs to the water metering assembly, MEMBER shall be charged for all costs incurred by CO-OP for the repair of the water metering assembly including, if necessary, the cost of replacing the existing water metering assembly with a new water metering assembly. Further, in the event of weather related damage to the water metering assembly, if loss of water occurs as a result of such damage which is not metered, MEMBER shall be charged for water service as the CO-OP may determine for the period during which the damage remains without repair, notwithstanding the amount of water metered to the property.

E. MEMBER may direct CO-OP to discontinue water service at any time and shall not thereafter be charged for water service until service is restored at MEMBER'S request; provided, however, that MEMBER shall be charged CO-OP's then current monthly minimum charge. MEMBER shall remain in good standing during the period of discontinued service provided that MEMBER promptly pays the monthly minimum charge as set from time to time by the CO-OP. MEMBER's failure to promptly pay the monthly minimum charge shall constitute grounds for cancellation of this Certificate and termination of CO-OP membership. Upon MEMBER's request to restore water service, MEMBER shall be responsible for the CO-OP's then current service restoration charge.

F. MEMBER shall abide by any and all water use regulations imposed by CO-OP or the City of Hillsboro, or other applicable governmental body or agency.

G. MEMBER is subject to the Articles of Incorporation, Bylaws, and actions of the CO-OP, as taken through its MEMBERS and/or Board of Directors, as from time to time amended.

III. EASEMENT

MEMBER, on behalf of MEMBER and MEMBER'S heirs, successors and assigns, hereby grants to CO-OP an irrevocable license to enter the Property for the purpose of placement, operation (including meter reading) and maintenance of such water transmission lines and water metering assembly now or hereafter installed on the Property which are reasonably necessary to provide water service from the CO-OP's water transmission line to a meter assembly on the Property. MEMBER further agrees to grant to CO-OP all necessary easements for location of such water transmission lines and water metering assemblies. CO-OP shall cause no unnecessary damage or disturbance to MEMBER's property in installing, repairing or maintaining said water transmission lines or water metering assembly but shall not be responsible for, or pay MEMBER for, any damage to MEMBER'S landscaping or crops situated over or adjacent to such pipeline or water meter assembly occasioned by any such installation, repair or maintenance. MEMBER is cautioned that roots from vegetation planted or growing over or adjacent to such water transmission line or water metering assembly may cause damage to the line or assembly.