



GREEN AREA WATER & SANITARY AUTHORITY

RECEIVED

FEB 25 2022

Water Leak Credit Request



Per Roberts Creek Water District Water Service Ordinance #2000-3-1, customers are responsible for all water consumption on the customer side of the water meter. As such, consumption charges for water leaks that originate on the customer side of the water meter are the responsibility of the customer.

However, to provide assistance and promote goodwill, the District may consider crediting a water utility customer's account per policy noted in Ordinance #2000-3-1 (rental tenants not eligible for credit). For credit consideration, the water customer account holder **must complete Section 1 below**:

SECTION 1 - TO BE COMPLETED BY THE CUSTOMER

UTILITY CUSTOMER INFORMATION		(Please type or print clearly)
Customer Name:	Donna Munroe Jason Richardson	Service Address: 1988 Palos Verdes
Daytime Phone:	2822000	Account Number: 541-637-0508
REPAIR DATE	LEAK REPAIR RECEIPTS - PLEASE ATTACH	
Date Leak Repaired: Feb 5, 2022	<input type="checkbox"/> Attached New Parts for Toilets	
Brief Description of Leak Failure & Repair: Two Toilets were Leaking, I am hard of hearing and didn't know they were leaking		
I certify that I am the account holder and that the leak has been repaired. I request that Roberts Creek Water District consider my request for a water leak credit.		
Customer Signature	Donna Munroe	Date 2-23-22

SECTION 2 - TO BE COMPLETED BY DISTRICT BILLING DEPT

Date Form Received: 2/25/22	Meter Read Date to use for Water Leak Credit Evaluation: 12/10/21, 1/10/22, 2/10/22	If Credit Granted, Utility Bill Anticipated to Show the Credit Amount: 100.00
Estimated leak period based on consumption history (attach service history):	12/1/21 - 2/5/22	
Estimated normal billing during leak period:	83.25	Leak month billing: 289.40
Past average normal billing in same billing cycle (or est avg billing if less than 1 yr of svc):	(83.25)	
<small>(NOTE: if estimating average consumption, attach calculation documentation)</small>		
Estimated leak billing of the leak billing period divided by 2=	206.15 / 2 = 103.08	
Leak gallons vs. normal usage gallons:	64,000 vs 5,000 gal	
Calculated water leak credit amount:	100.00	
Reviewer's Initials: DC	Approver's Initials:	<input type="checkbox"/> Credit Granted <input type="checkbox"/> Credit Denied
		If Leak Credit Granted: Date Applied: _____ Initials: _____

RECEIVED

FEB 7 2022

Water Leak Credit Request



GREEN AREA WATER & SANITARY AUTHORITY



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However, to provide assistance and promote goodwill, the District may consider crediting a water utility customer's account per policy noted in Ordinance #2000-3-1 (rental tenants not eligible for credit). For credit consideration, the water customer account holder **must complete Section 1 below**:

SECTION 1 - TO BE COMPLETED BY THE CUSTOMER

UTILITY CUSTOMER INFORMATION

(Please type or print clearly)

Customer Name: <u>Alicia Larson</u>		Service Address: <u>2012 castle ave</u>
Daytime Phone: <u>541-430-4023</u>	Account Number: <u>000010682000</u>	<u>Roseburg Or 97471</u>

REPAIR DATE

LEAK REPAIR RECEIPTS - PLEASE ATTACH

Date Leak Repaired: <u>2/16/22</u> <u>not repaired</u>	<input checked="" type="checkbox"/> Attached
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Brief Description of Leak Failure & Repair: had a leak detector come out and locate the break waiting on plumber to be available to fix it.

I certify that I am the account holder and that the leak has been repaired. I request that Roberts Creek Water District consider my request for a water leak credit.

Customer Signature Alicia Larson Date 2-7-22

SECTION 2 - TO BE COMPLETED BY DISTRICT BILLING DEPT

Date Form Received: <u>2/7/22</u>	Meter Read Date to use for Water Leak Credit Evaluation: <u>12/10/21, 1/19/22, 2/10/22</u>	If Credit Granted, Utility Bill Anticipated to Show the Credit Amount: <u>100.00</u>
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Estimated leak period based on consumption history (attach service history): 12/1/21 - 2/16/22

Estimated normal billing during leak period: 77.55 Leak month billing: 774.85

Past average normal billing in same billing cycle (or est avg billing if less than 1 yr of svc): (77.55)
(NOTE: if estimating average consumption, attach calculation documentation)

Estimated leak billing of the leak billing period divided by 2= 697.30/2 = 348.65

Leak gallons vs. normal usage gallons: 224,000 vs. 3,000 gal

Calculated water leak credit amount: 100.00

Reviewer's Initials: <u>DC</u>	Approver's Initials:	<input type="checkbox"/> Credit Granted <input type="checkbox"/> CAWSA	If Leak Credit Granted: Date Applied: _____ Initials: _____
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DATE: 2-2-22

ACCURATE LEAK DETECTION

4579
INVOICE

541-654-0553
877-845-8327
CCB# 193788

P.O. Box 40697
Eugene, OR 97404

SITE

BILLING

PO:

NAME: <u>Brandon Thomas</u>	NAME: _____
CONTACT: _____	CONTACT: _____
ADDRESS: <u>2012 Clackamas Castle Ave</u>	ADDRESS: _____
CITY: <u>Roseburg</u> ZIP: <u>97471</u>	CITY: _____ ZIP: _____
HM #: _____ WK #: <u>680-6242</u>	CELL #: _____ WK #: _____

RESIDENTIAL COMMERCIAL INDUSTRIAL APARTMENT/CONDO MUNICIPAL

SERVICE WELL IRRIGATION SLAB SEWER UTILITY LOCATE CAUSE & ORIGIN OTHER _____

Referred By: Yes gas Plumbing

1.75^{cc} per mile round trip from Eugene 82-164 = 289^{cc}

ESTIMATE FOR WORK: \$ _____ AUTHORIZATION: _____
 ADDITIONAL CHARGES MAY APPLY IF INERT TRACEABLE GAS IS USED - MIN. FEE \$25.00.
 PLEASE READ THE BACK OF THIS FORM BEFORE SIGNING AND AUTHORIZING WORK.

JOB INFORMATION: METER TEST RESULTS: 1.7 Gal/Min 2,448 Gal/Day

A meter test was performed with findings shown above. A complete electronic leak detection was performed on the service line to the house. A traceable inert gas was used to detect + verify the location of the leak. The leak was located under the asphalt driveway. The leak area was marked with paint + verified by Brandon. There is 138 PSI on the main line. A regulator should be installed at the time of the repair.

Mileage 289^{cc}

CASH CHECK # _____ VISA MASTERCARD DISCOVER

DETECTION FEE: \$ 325^{cc}
 INERT GAS FEE: \$ 40^{cc}
TOTAL DUE: \$ 652^{cc}
 AMOUNT PAID: \$ _____

THE WORK AND CHARGES ARE SATISFACTORY AS AGREED:

Signed: [Signature] Date: _____

GAWSA 3



GREEN AREA WATER & SANITARY AUTHORITY

Water Leak Credit Request



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However, to provide assistance and promote goodwill, the District may consider crediting a water utility customer's account per policy noted in Ordinance #2000-3-1 (rental tenants not eligible for credit). For credit consideration, the water customer account holder **must complete Section 1 below**:

SECTION 1 - TO BE COMPLETED BY THE CUSTOMER

UTILITY CUSTOMER INFORMATION		(Please type or print clearly)
Customer Name: <i>David E. L. ONESlager</i>		Service Address: <i>The Oneslager's</i> 209 DODSON VIEW RD ROSEBURG, OREGON •97471•
Daytime Phone: <i>458-803-6354</i>	Account Number: <i>30000102</i>	
REPAIR DATE	LEAK REPAIR RECEIPTS - PLEASE ATTACH	
Date Leak Repaired: <i>1-18-22</i> <i>Same day reported</i>	<input type="checkbox"/> Attached <i>Permanently Removed water spiket. Underground now</i>	
Brief Description of Leak Failure & Repair: <i>Water District employees came to my door & notified me that the neighbor had called & reported it leaking. I am a disabled Veteran that got sick from COVID & The Cow had broken the water spiket & I WAS sick & did not know</i>		
I certify that I am the account holder and that the leak has been repaired. I request that Roberts Creek Water District consider my request for a water leak credit.		
Customer Signature: <i>David E L Cheslager</i>	Date: <i>2/24/22</i>	

plus Freezing weather

SECTION 2 - TO BE COMPLETED BY DISTRICT BILLING DEPT

Date Form Received: <i>3/1/22</i>	Meter Read Date to use for Water Leak Credit Evaluation: <i>1/10/22 + 2/10/22</i>	If Credit Granted, Utility Bill Anticipated to Show the Credit Amount: <i>100.00</i>
Estimated leak period based on consumption history (attach service history):	<i>12/11/21 - 1/18/22</i>	
Estimated normal billing during leak period: <i>77.35</i>	Leak month billing:	<i>1,187.90</i>
Past average normal billing in same billing cycle (or est avg billing if less than 1 yr of svc):	<i>(77.35)</i>	
(NOTE: if estimating average consumption, attach calculation documentation)		
Estimated leak billing of the leak billing period divided by 2=	<i>1,110.35</i> <i>555.28</i>	
Leak gallons vs. normal usage gallons: <i>374,000 vs 11,000</i>	RECEIVED MAR 01 2022	
Calculated water leak credit amount:	BY: _____	
Reviewer's Initials: <i>DL</i>	Approver's Initials:	<input type="checkbox"/> Credit Granted <input type="checkbox"/> Credit Denied
		If Leak Credit Granted: Date Applied: _____ Initials: _____

MINUTES OF THE GREEN AREA WATER & SANITARY AUTHORITY
BOARD OF DIRECTORS MEETING
February 10, 2022

Board Chair Tracey Parker called the meeting to order at 5:05pm. Present were Board Directors Tracey Parker, Brenda Kingry, Carolyn White, Tom Fullbright and Steve Lusch. Also present were GAWSA employees David Campos, Kay Huff, Alan Paulson, Shannon Miller, and Dan Radford. Wastewater Treatment Plant Superintendent Chris Sherlock was also in attendance.

The Board reviewed the following leak adjustment credit requests:

Gary Hillyard: calculated credit \$95.48

Cynthia Shoultz: calculated credit \$28.50

Director Steve Lusch made a motion to approve the submitted leak adjustment request. Director Tom Fullbright seconded the motion. The motion was unanimously approved.

Director Brenda Kingry then made a motion to approve the January GAWSA meeting minutes, with change to reflect Chris Sherlock's attendance, and January accounts payable. Director Carolyn White seconded the motion. The motion was unanimously approved.

General Manager David Campos presented the General Manager's Report. David informed the Board that the water and sewer billing systems have officially been consolidated. The January bills were sent out late so late fees were being waved for one payment cycle. David added that this conversion was very time consuming and that both he and the CUSI Implementation Manager underestimated the amount of work necessary for the project. In addition to consolidating the billing, the office administration has been consolidated. The sewer office is now closed and all office staff is at the water office now, and the office hours have been extended to 5pm to match the sewer office's business hours.

David stated that he spoke with Phillip Witt of Happy Hills Tree Service regarding the potential lease of the 3834 Krohn Lane property. Mr. Witt was interested in moving forward with a contract, which David will have Eileen Eakins prepare.

David provided an update on the sewer office remodel. David met with Rogers Engineering, who had not started work on our project yet, which worked out for the better as we wanted to make some changes to the planned office layout.

David informed the Board that he has received several applications for potential Budget Committee members. To date, we have received 3 applications to fill the 5 positions. David will wait for additional applications to come in and possibly search for additional applicants if necessary.

Collections System Supervisor Shannon Miller presented the sanitary operations report. Shannon added that the annual maintenance on the Cummins generator was recently completed.

Operations Superintendent Alan Paulson presented the water operations report. Alan stated that we will soon begin our annual valve turning program before we begin flushing. We will also start performing some quarterly directional flushing.

MINUTES OF THE GREEN AREA WATER & SANITARY AUTHORITY
BOARD OF DIRECTORS MEETING
February 10, 2022

Alan informed the Board that tree water operations employees will be attending a short school early in March.

Alan stated that we have been having some issues with our UV units at the treatment plant, mainly with a sensor and one of the communications boards. Any repairs associated with the UV system tend to be costly.

A meeting with Atlas Copco representatives is scheduled for tomorrow to address the ongoing issues with the compressor.

Wastewater treatment plant superintendent Chris Sherlock presented his monthly report. Chris stated that a valve in the pumpstation was recently replaced.

Chris stated that a representative from Cummins replaced injectors on genset #2 and load tested it. The generator is still not running at 100% so additional diagnostic work is needed.

Chris added the fan for the main blower on the aeration basin went out, and procuring a new blower has been difficult, so they are currently running on old blowers.

Chris stated that the dial-out system for the SCADA at the wastewater treatment plant is now connected to cellular service.

David referred to the WWTP Staff Report and stated that a motion to approve the gas line replacement would be needed. Director Lusch asked if staff was able to obtain more than one bid from contractors. Chris stated that staff attempted to obtain several bids but only received one. Director Fullbright made a motion to award the gas line replacement project to Performance Fab in the amount of \$36,232. Director Kingry seconded the motion. Approval was unanimous.

Director Fullbright questioned about a recent discussion in a previous meeting about Douglas County's compliance with the leachate treatment agreement. Discussion followed. The question of how often the County should test (for Ammonia) the loads of leachate delivered to the WWTP was the main concern. The agreement states that the County would test every load delivered, but that is not the current practice. It was decided that the requirement should be changed in the next renewal.

David stated that Kay Huff will be officially retired at the end of February. Kay will continue to work part-time to assist with the financial consolidation.

There being no further business before the Board, Director Kingry made a motion to adjourn the meeting. Director White seconded the motion. President Parker adjourned the meeting at 5:37pm.

Steve Lusch, Board Secretary

Tracey Parker, Board Chair

**GAWSA
WATER DIVISION
ACCOUNTS PAYABLE
FEBRUARY 2022**

DATE	CK#	WATER ACCOUNTS PAYABLE FOR FEBRUARY 2022	AMOUNT
2/10/2022	10309	Canon Solutions America	31.56
"	10310	Cintas	45.39
"	10311	Continental Utility Solutions	4,287.50
"	10312	David Birtch	370.00
"	10313	Cummins Sales & Service	1,271.58
"	10314	Douglas Co. Farmers Co-op	147.13
"	10315	Flury Supply	275.56
"	10316	IVR Technology Group	41.00
"	10317	NW Local Gov't Legal Advisors	165.00
"	10318	Oregon Linen	58.13
"	10319	Ritz Safety	275.91
"	10320	SAIF	861.13
"	10321	SDIS	25,573.64
"	10322	SDIS	83,054.00
"	10323	Systech Consulting	1,129.00
"	10324	USA Blue Book	373.50
"	10325	Verizon Wireless	86.76
"	10326	Winston Auto Parts	6.99
"	10327	Winston Sanitary Service	957.69
"	10328	Wyatt's Glove Co.	44.00
2/15/2022	10329	Systech Consulting	1,245.04
"	10330	Bona Fide Auto Repair	750.10
2/17/2022	10331-10337	Various Customer Accounts	271.50
2/25/2022	10338	True North Equipment	149.65
"	10339	Trojan UV	5,863.00
"	10340	Will Hope	288.00
"	10341	Josh Manson	288.00
"	10342	Jeremy Wolford	484.56
TOTAL WATER ACCOUNTS PAYABLE FOR FEBRUARY 2022			<u>122,389.29</u>

**WINSTON-GREEN WWTF
ACCOUNTS PAYABLE - FEBRUARY 2022**

DATE	CK #	PLANT ACCOUNTS PAYABLE FOR FEBRUARY 2022		
02/28/22	14297	Aerzen USA Corporation	Axial Ventilator	3,228.04
"	14298	Amazon Business	MS Surface Dock, filter stock, gauges	367.35
"	14299	Avista Utilities	Natural gas service - 12/21-1/24	844.16
"	14300	Batteries Plus	Batteries	53.98
"	14301	Cascade Columbia Distribution Co	Bulk calcium thiosulfate, bulk salt	24,822.74
"	14302	CenturyLink	Security gate phone line 2/11-3/11	40.02
"	14303	Cimco-GC Systems	Cover O-ring for backflow actuator	1,379.74
"	14304	Coopers Pest Control	Monthly pest control - February	115.00
"	14305	Douglas County Solid Waste	Landfill fees - grit/screenings - January	285.76
"	14306	Douglas Fast Net	Phone/internet service - Jan-Feb	304.53
"	14307	Fastenal Company	Couplings, misc fittings	276.05
"	14308	GAWSA	Water service 12/10-1/10	252.40
"	14309	Grainger	O-ring	20.74
"	14310	Oregon Tool & Supply	Jobber drill bit	20.85
"	14311	Pacific Power	Electricity service 1/5-2/3	9,904.98
"	14312	Sierra Springs	Bottled water service - January	23.96
"	14313	Stanley Convergent Security Sol	Monthly security service - March	204.95
"	14314	Umpqua Research Company	Lab testing services	780.00
"	14315	US Cellular	Cell phone service - 2/14-3/13	36.07
"	14316	USABlueBook	Lab materials	531.18
TOTAL PLANT ACCOUNTS PAYABLE FOR FEBRUARY 2022				43,492.50

GREEN AREA WATER & SANITARY AUTHORITY
GENERAL MANAGER'S REPORT
March 10, 2022

Office Update

We continue to clean up a few accounts from the consolidation. Staff is working on making updates to our website. We are still requesting short bio's from the Board for the website. Cathy is doing well in learning the water billing side and she is a great addition to our team.

Our next project will be consolidation of our financial reporting systems.

Krohn Lane Property Lease

I have a lease agreement, prepared by our legal counsel, to be reviewed and approved by the Board. Mr. Witt is out of town this week, so he has not been available to review the agreement. Please note that if Mr. Witt has any concerns that required revision of the agreement, I will bring it back to the Board for approval again.

Grant of Access Easement

Customer Steven Snawder is in the process of selling his property on Holgate St, however according to new laws, he is unable to sell the property without legal access to the property. Mr. Snawder has always used the access road that runs along the easement on the east border of our property, which is not a problem, but in granting the easement, we want to be sure that we are not granting access to use of the entire existing easement, as well as make sure any conditions we would require are included. I have attached the easement for approval.

Budget Committee

I have received five applications for appointment to the Budget Committee. I have posted the applications in a separate file for your review.

COMMERCIAL LEASE AGREEMENT

Date: [Date]

Between: **Green Area Water & Sanitary Authority**
4336 Old Highway 99 S
Roseburg, Oregon 97471
(541) 679-6451 (“Lessor”)

And: **Happy Hills Tree Service, Inc.**
2354 Castle Ave.
Roseburg, Oregon 97471 (“Lessee”)

1. **PREMISES.** Lessor leases to Lessee and Lessee leases from Lessor the following described properties (“collectively, Premises”) according to the terms and conditions stated herein (“Lease”).

**One acre, more or less, of bare land at 3834 Krohn Lane in Roseburg, Oregon.
Tax Lot 1100 in Section 3DC of T28S, R6W**

[Map is attached as Exhibit A.]

2. **TERM.** The Term of the Lease shall be as follows:

- 2.1 Original Term. The original term (“Original Term”) of this Lease shall be twelve (12) months, commencing on April 1, 2022 (“Commencement Date”). Lessee’s obligations under this Lease shall commence on the Commencement Date.
- 2.2 Amendment. Following the Original Term, the terms of this Commercial Lease may be modified by written amendment signed by both parties hereto.
- 2.3 Termination Without Cause. Either Lessor or Lessee may terminate this Lease without cause by providing a written Notice of Termination to the other no less than thirty (30) days prior to the end of the Original Term, as such term may be amended pursuant to paragraph 2.2.

3. **POSSESSION.** Lessee’s right to possession shall commence on the Commencement Date.

4. **CONDITIONS FOR OCCUPANCY.** Lessee’s occupation of the Premises is conditioned upon the following:

- 4.1 Zoning. Occupancy is permitted under local zoning ordinances or by obtaining a Conditional Use Permit.
- 4.2 Highest and Best Use. The Lessor does not have a higher and better use for the Premises based on rental income, creation of employment opportunities, or other criteria as determined by the Lessor.

5. **RENT.** During the Term of the Lease, Lessee shall pay to Lessor the following Rent:

- 5.1 Base Rent. During the Original Term, Lessee shall pay to Lessor as Base Rent as follows:

The sum of one hundred U.S. dollars (\$100.00) per month.

- 5.2 Rent Offset. The Base Rent may be reduced at Lessor's discretion based on documentation acceptable to Lessor of maintenance costs for the Premises incurred by Lessee during the then-applicable lease term. In no event shall the Base Rent be reduced to less than \$0.00.

6. PAYMENT TERMS.

- 6.1 Due Date. Rent shall be payable in advance on or before the first (1st) day of the Original Lease Term at Lessor's address on Page One (1) of this Lease, and annually thereafter on any applicable renewal date.
- 6.2 Late Charges. Any Rent or other payment to the Lessor required of Lessee under this Lease shall, if not paid within ten (10) days after it becomes due, shall bear compound interest at the rate of nine percent (9%) per annum (but in no event exceeding the maximum rate of interest permitted by law) from the due date until paid. In addition to interest, the Lessor may charge and collect as a penalty a late charge equal to five percent (5%) of the amount of the late payment.

In addition to any Late Charges, the Lessor shall have all other remedies available at law for Lessee's default. Collection of a Late Charge shall not be in lieu of nor be deemed a waiver of the breach caused by the late payment.

7. USE OF THE PREMISES.

- 7.1 Permitted Use. The Premises shall be used for storage of Lessee's equipment and supplies ("Permitted Uses") and for no other purposes without the consent of Lessor, which consent shall not be unreasonably withheld. If this use is or becomes prohibited by law or governmental regulation, or the Conditions for Occupancy cease to apply pursuant to Section 4 of this Lease, this Lease shall terminate on thirty (30) days' written notice to Lessee.
- 7.2 Terms of Use. In connection with the Permitted Use, Lessee shall:
- (1) Comply, at Lessee's sole cost and expense, with all applicable laws, rules, and regulations of Lessor and any other public authority, including but not limited to complying with all applicable permitting and licensing requirements and all directives and orders issued by any regulatory agency. Unless expressly stated otherwise in this Lease or prohibited by law, penalties for violations of Lessor rules and regulations shall be in addition to, and not exclusive of, Lessor's remedies under this Lease.
 - (2) Refrain from any activity that would make it impossible for Lessor to insure the Premises against casualty; increase the insurance rate to the Lessor; or prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau or successor that enables Lessor to obtain reduced premium rates for fire and/or casualty insurance policies, unless Lessee pays the additional cost of the insurance as Additional Rent.
 - (3) Refrain from any use that would be reasonably offensive to the public or to occupants or users of neighboring premises, or that does or may create a nuisance or damage the structural value or commercial reputation of the Premises. Such uses may include, but are not limited to, causing or permitting the presence or accumulation of garbage, refuse, or other debris that may attract pests or vermin and/or emit a foul odor; obstructing Common Areas, public walkways, parking areas, or any other area outside the Premises; or creating or allowing the presence of any condition that creates a hazard to the health or safety of any person.
 - (4) Refrain from attaching any sign, insignia, antenna, aerial, or other structure or device on or to the Premises without the written consent of Lessor.

(6) Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in paragraph 8.1. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. As used in this paragraph, "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

8. REPAIRS AND MAINTENANCE.

8.1 Lessor's Obligations. The following shall be the responsibility of Lessor:

(1) Respond within a reasonable time to Lessee's written notification to Lessor of any needed action from Lessor under this Lease.

8.2 Lessee's Obligations. The following shall be the responsibility of Lessee:

(1) Routine repairs and maintenance of the Premises, including but not limited to maintenance of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or any third party or parties.

(2) Promptly notify Lessor of any condition necessitating action by Lessor pursuant to this Lease.

8.3 Correction by Lessee. Except as otherwise provided in paragraph 5.2 of this Lease, Lessee's obligations under paragraph 9.1 shall be at Lessee's sole expense.

8.4 Reimbursement of Costs. If Lessee fails or refuses to perform its obligations under this Section 8, the Lessor may, but is not obligated to, complete the maintenance and repairs and charge the actual costs thereof to Lessee as additional rent. Lessee shall reimburse Lessor for such expenditures upon demand, together with interest at the rate of nine percent (9%) per annum from the due date of any and all invoices for such work issued by the Lessor. Except in an emergency, which for purposes of this Section shall include any circumstance creating an immediate risk of personal injury, property damage, or violation of any applicable environmental regulation, rule, code, ordinance or statute, Lessor shall provide Lessee with a minimum of five (5) days' written notice outlining with reasonable particularity the maintenance or repairs required. If Lessee fails within that time to initiate or perform to completion such maintenance or repairs, Lessor may commence work as provided in this paragraph.

8.5 Inspection of Premises. Lessor shall have the right to enter onto or inspect the Premises at any reasonable time or times after providing at least twenty-four (24) hours' notice to Lessee.

8.6 Interference with Lessee. In performing its obligations under this Section, Lessor shall not cause unreasonable interference with Lessee's use of the Premises. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any reasonable or necessary inconvenience or disturbance resulting from Lessor's performance of its obligations under this Section.

9. ALTERATIONS.

- 9.1 Consent. Lessee shall make no improvements or alterations of any kind on the Premises without first obtaining the Lessor's consent. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- 9.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by the Lessor shall be the property of Lessor when installed. All improvements and alterations performed on the Premises by the Lessee shall be the property of Lessee when installed and shall become the property of Lessor upon expiration or termination of the Lease; or, at Lessor's option, be required to be removed by Lessee at Lessee's expense and the Premises restored to their original or better condition.

10. INSURANCE.

- 10.1 Insurance Required. Before taking possession of the Premises, Lessee shall procure and thereafter during the term of the Lease continue to carry the following insurance coverage at Lessee's expense:
- (1) Worker's Compensation Insurance coverage as required by law for Lessee and any employees of Lessee.
 - (2) Comprehensive general liability insurance with an insurance company licensed to do business in Oregon having a Financial Strength Rating (FSR) of not less than 'A' and a Financial Size Category (FSC) of not less than 'X' according to Best's Insurance Guide, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, with a \$1,000,000 umbrella or a policy with \$3,000,000 per occurrence limits. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities under the Lease.
- 10.2 Certificates. Prior to occupancy, Lessee shall provide to Lessor certificates evidencing the policies required in paragraph 10.1, and thereafter on Lessor's request. Such certificates shall name Lessor as an additional insured and require that written notice be given to Lessor a minimum of ten (10) days prior to any change or cancellation of the policy.
- 10.3 Modifications. Lessor reserves the right to unilaterally modify insurance requirements under this Lease, including adding new policies or requiring higher limits of coverage to the extent reasonable, and require Lessee's compliance within sixty (60) days of providing a written notice to Lessee. Lessor shall not adjust any specific policy or coverage requirement more frequently than once every calendar year without good cause.
- 10.4 Additional Security. In addition to the insurance requirements in this Section, the Lessor may, for good cause, require Lessee to post a bond or other form of security to protect Lessor assets or otherwise ensure repair of excessive damage specifically attributable to Lessee's use of the Premises, including but not limited to damage to parking lots, driveways, and roads caused or substantially increased by operation of vehicles or equipment.
- 10.5 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policy. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

11. TAXES AND UTILITIES.

- 11.1 Property Taxes and Assessments. Lessee shall pay as due all real property taxes assessed against the Premises and all taxes on its personal property located on the Premises. Lessee will provide Lessor with proof of payment of real property taxes before such payments become past-due. Lessor shall be responsible for the cost of any special assessments that directly benefit the Premises, including but not limited to improvements to water, sewer, or other utility services to the Premises.
- 11.2 Utilities Charges. Lessor shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including but not limited to charges for water, gas, electricity, sewage disposal, air conditioning, telephone, internet and janitorial services. If any utility services are provided by or through Lessor, charges to Lessee shall be comparable with prevailing rates for comparable services. If the charges are not separately metered, Lessor shall apportion the charges on an equitable basis, and Lessee shall pay its apportioned share on demand.

12. DAMAGE AND DESTRUCTION.

- 12.1 Destruction. If the Premises are destroyed or damaged by forces beyond the parties' control such that the Premises become unusable, either party may elect to immediately terminate the Lease by providing written notice to the other not more than forty-five (45) days following the date of damage. All rights and obligations of the parties shall terminate as of the date of the notice, and Lessee shall be entitled to the reimbursement of any prepaid amounts for the remainder of the Lease term. If neither party terminates as provided in this paragraph, Lessor shall proceed as soon as reasonably possible to restore the Premises to substantially the same condition as prior to the damage or destruction, without interruption except for work stoppages beyond the Lessor's reasonable control, such as but not limited to labor strikes and extreme weather events.

13. LIABILITY AND INDEMNITY.

- 13.1 Liens. Except for activities for which Lessor is responsible under the Lease, Lessee shall pay as due all claims for work done on, and for services rendered or material furnished to, the Premises, and shall keep the Premises free from any liens. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure discharge of the lien or file with the County Recorder cash or sufficient corporate surety bond or other surety to bond around the lien as provided under Oregon law.
- 13.2. Failure to Discharge Lien. If Lessee fails to pay any claims of lien or to discharge any lien upon demand by Lessor, Lessor may do so and collect the cost as Additional Rent, which amount shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- 13.3 Disputed Liens. Notwithstanding the parties' rights and obligations under paragraphs 15.1 and 15.2, Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, provided Lessee notifies Lessor in writing of the dispute and bonds around the lien as provided under Oregon law.
- 13.4 Indemnification. Lessee shall indemnify, hold harmless, and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises for which Lessor is not responsible under this Lease.

14. "AS-IS"; QUIET ENJOYMENT.

- 14.1 Condition of Premises. Except as specifically agreed to by the parties under this Lease, Lessee takes the Premises "AS IS," with all faults.
- 14.2 Lessor's Warranty. Lessor warrants that it is the owner of the Premises and has the right to lease them. Lessor warrants that the Lessee shall have the right to quiet enjoyment of the Premises for the purposes described in this Lease, subject to the terms and conditions stated herein.

15. ASSIGNMENT AND SUBLETTING.

- 15.1 Lessor's Consent to Assignment or Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Lessor. Any attempted assignment shall be void. This provision shall apply to all transfers by operation of law. No consent in one instance shall be deemed a waiver in a subsequent instance. Lessor may withhold or condition such consent in its sole and arbitrary discretion.

16. DEFAULT.

- 16.1 By Lessee. The following shall be events of default by Lessee:

- (1) Default in Rent. Failure of Lessee to pay Base Rent or other charge due under the Lease within ten (10) days of the applicable due date. It is the responsibility of Lessee to ensure Lessor has on record accurate and current contact information, including any special instructions regarding where invoices for charges due under this Lease are to be sent. Lessee's failure to receive an invoice due to incorrect contact information will not relieve Lessee of liability for late fees, interest, or any other charges due under this Lease as a result of late payment.
- (2) Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease other than the payment of Rent or other charges within twenty (20) days after the date of Lessor's written notice to Lessee specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Lessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- (3) Abandonment. Failure of Lessee to occupy the Premises for one or more of the purposes permitted under this Lease for twenty (20) days or more, unless such failure is excused under another provision of this Lease.

- 16.2 By Lessor. The following shall be events of default by Lessor:

- (1) Breach of Obligations. Failure to comply with any of Lessor's duties and obligations under this Lease within thirty (30) days of receipt of a written notice from Lessee describing with reasonable particularity the basis for the claimed default. If the claimed default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessor begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to cure the default as soon as practicable.

17. REMEDIES ON DEFAULT.

- 17.1 Termination.

- (1) Default by Lessee. In the event of a default by Lessee, at its sole option the Lessor may terminate the Lease by providing thirty (30) days' written notice to Lessee. Whether or not the Lease is terminated under this paragraph, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. In addition, Lessor shall be entitled to damages as provided in paragraph 18.2.
 - (2) Default by Lessor. In the event of a default by Lessor, Lessee may terminate the Lease by providing a minimum of thirty (30) days' written notice of termination to Lessor. On the effective date of such termination, Lessee's duties and obligations under the Lease, including payment of Rent, shall be excused, provided Lessee has vacated the Premises and complied with all requirements for Surrender at Expiration as provided in this Lease. Lessee's damages for termination under this paragraph shall be limited to reimbursement of any costs paid in advance to Lessor, including pre-paid Rent for any unfinished term and Lessee's Security Deposit, less any deductions by Lessor pursuant to the terms of this Lease. Lessor shall not be liable to Lessee for any economic nor non-economic damages, including incidental or consequential damages, resulting from or attributable to Lessee's early termination of the Lease under this paragraph.
- 17.2 Lessor's Damages. In the event of termination or retaking of possession pursuant to paragraph 17.1(1), Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:
- (1) The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent.
 - (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- 17.3 Reletting. In the event of termination or retaking of possession following default by Lessee, Lessor may relet the Premises but shall not be required to relet for any use or purpose other than that specified in the Lease or for a purpose which Lessor may reasonably consider injurious to the Premises, or to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.
- 17.4 Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the Lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 17.5 Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after thirty (30) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of invoicing by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.
- 17.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

18. SURRENDER AT EXPIRATION OR TERMINATION.

- 18.1 Condition of Premises. Upon expiration of the Lease term or earlier termination for default, Lessee shall deliver surrender the Premises in unaltered condition except for ordinary wear and tear. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Repairs due to depreciation and wear from ordinary use for which Lessee is responsible shall be completed to the latest practical date prior to such surrender.
- 18.2 Fixtures. All fixtures placed upon the Premises during the term, other than Lessee's trade fixtures, shall, at Lessor's option, become the property of Lessor. If Lessor so elects, Lessee shall remove any and all equipment, fixtures, furniture, and trade fixtures that would otherwise remain the property and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at the legal rate from the date of expenditure.
- 18.3 Personal Property. Upon expiration or termination of the Lease Lessee shall remove all furnishings, furniture, and trade fixtures that remain its property. Lessee's failure to do so shall be deemed an abandonment of such property, and Lessor may retain such property and all rights of Lessee in such property shall cease. Alternatively, by notice in writing given to Lessee within twenty (20) days after removal was required, Lessor may elect to require Lessee to remove the property, or to effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.
- 18.4 Holdover. If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to one-hundred-fifty percent (150%) of the rent last paid by Lessee during the original term, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. Lessee's failure to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply. If a month-to-month tenancy results from a holdover by Lessee under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

19. MISCELLANEOUS.

- 19.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 19.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party in such suit or action shall be entitled to recover from the other party its reasonable costs incurred in such action as well as attorney fees determined reasonable by the court, at trial, on petition for review, and on appeal.
- 19.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

- 19.4 Succession. Subject to the above-stated limitations on transfer of Lessee’s interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- 19.5 Recording. This Lease shall not be recorded without the written consent of Lessor.
- 19.6. Proration or Refunding of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of a specified rental period, the Rent shall be prorated as of the date of commencement or termination. In the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.
- 19.7 Severability. If a provision hereof shall be declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 19.8 Time of Essence. Time is of the essence of the performance of the parties’ obligations under this Lease.
- 19.9 Applicable Laws. This Lease shall be interpreted according to the laws of the State of Oregon without regard to conflict of law provisions.
- 19.10 Entire Agreement. This Lease, including all referenced Exhibits, constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the entire Lease, understand it, and agree to be bound by its terms and conditions.

GREEN AREA WATER & SANITARY

HAPPY HILLS TREE SERVICE, INC.

Tracey Parker, Board President

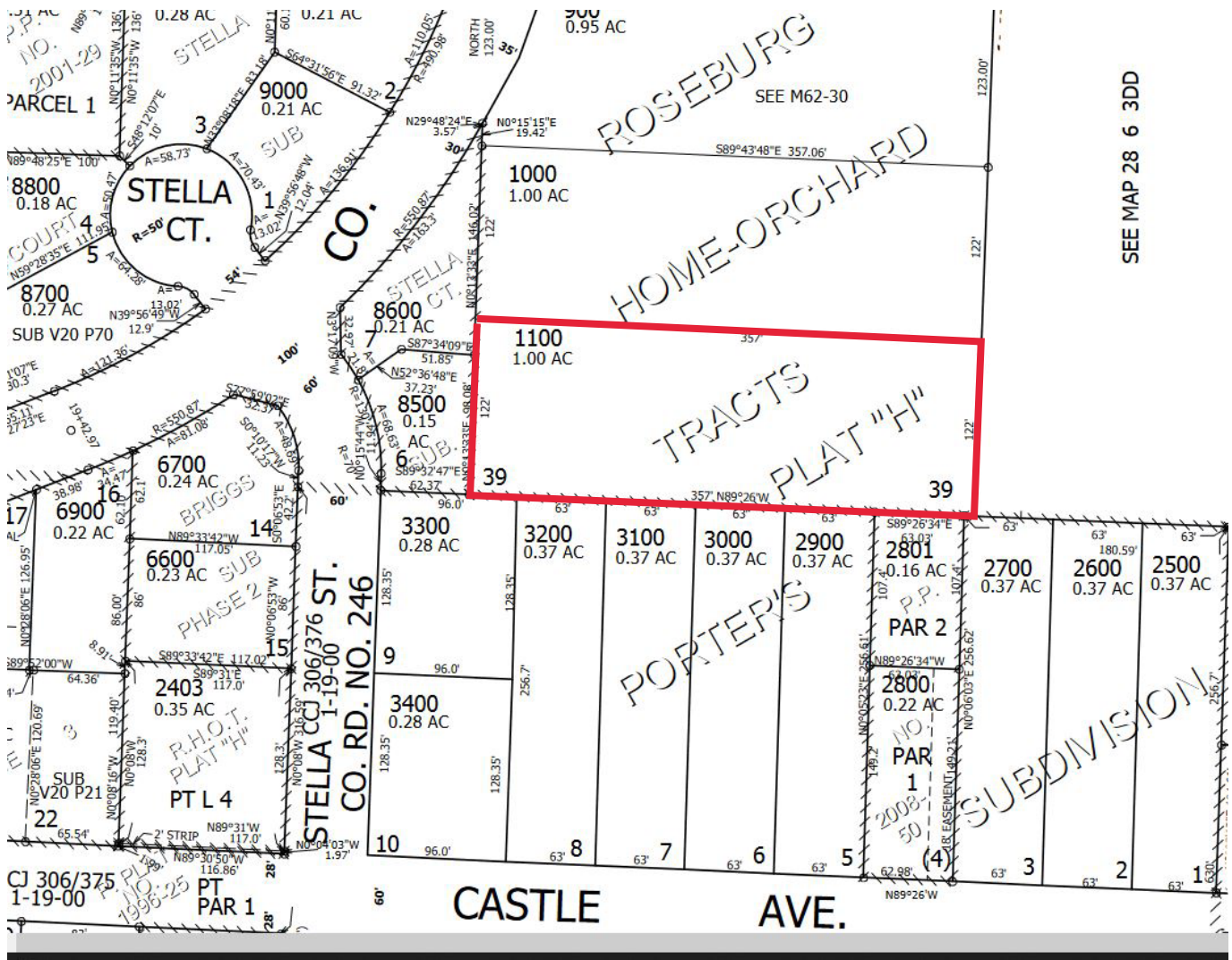
Philip Witt, Owner

Date

Date

Exhibit A

Map



SEE MAP 28 6 3DD

Until a change is requested, all tax statements shall be sent to the following address:

Green Area Water & Sanitary Authority
4336 Old Highway 99 S
Roseburg, Oregon 97471

THIS SECTION RESERVED FOR RECORDER'S USE

GRANT OF ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that GREEN AREA WATER & SANITARY AUTHORITY, an Oregon municipal corporation ("Grantor"), for the mutual consideration the receipt whereof is hereby acknowledged, does forever grant to STEVEN VAN SNAWDER, an individual landowner ("Grantee") [*or, if a joint tenancy, "to STEVEN VAN SNAWDER and _____ as joint tenants ("Grantees")*], a perpetual, non-exclusive access easement ("the Easement Property") over and along a parcel of land owned by Grantor. The Easement Property and the terms therefor are further described and depicted as follows:

- A. Grantor owns that real property described in an indenture identified in Volume 74, Page 554 of the Records of Douglas County, Oregon, more particularly described as follows (hereinafter "Green Property"):

Beginning at the corner of Section 15, 16, 9 and 10 Township 28 South Range 6 West Willamette Meridian, thence East 19.95 chs, thence North 25 chs thence North 83° 10' West 16.34 chs thence North 85° 07' West 52.12 chs, to the center of the South Umpqua River, thence following the meanders of the South Umpqua River South 12° 51' West 5.84 chs, thence South 18° 14' East 8.12 chs thence South 42° 07' East 9.01 chs, thence South 63° 11' East 11.06 chs thence South 44° 48' East 8.66 chs, thence leaving the South Umpqua River East 24.62 chs to place of beginning, in Douglas County, Oregon, containing 159 acres more or less.

Excepting a road 30 feet wide along the East side of the previous described tract which is reserved for the use of Frank Lander.

- B. Grantee owns that real property in Douglas County, located at 4853 Holgate St., Roseburg, OR 97471, in Douglas County, Oregon and more particularly described as follows (hereinafter "Snawder Property"):

The West half of Lot 29, Plat "H", ROSEBURG HOME ORCHARD TRACTS, Douglas County, Oregon.

EXCEPTING: Beginning at a point at the center of the South line of Lot 29, Plat 1- 1", Roseburg Home Orchard Tracts, Douglas County, Oregon; thence West along the said South lot line 132 feet to a point; thence North 330 feet to a point; thence East 132 feet to a point on the center line of said Lot 29; thence South along said center line 330 feet to the point of beginning.

ALSO EXCEPTING: Beginning at a 3/4" iron pipe on the North right of way line of Landers Lane at a point 132.0 feet West of the North and South centerline of Lot 29, Roseburg Home Orchard Tracts, Plat "H", said point being on the West line of a tract of land described in Volume 358, Page 114 (65-12433) and Volume 358 on Page 116 (65.12434). From said beginning point thence North 0° 04' West 174.2 feet along the West boundary of the above mentioned property to a 3/4' iron pipe; thence North 89° 29' West 194.35 feet to a 1/2" iron pipe on the West line of said Lot 29, Roseburg Home Orchard Tract, Plat "H"; thence along the West line of said Lot 29 South 01' West 167.43 feet to a 3/4' iron pipe, and continuing South 01' West 6.77 feet to a point on the North right of way line of Landers Lane; thence South 89° 29' East along the North right of way line of Landers Lane 194.5 feet to the place of beginning.

ALSO EXCEPTING therefrom that part conveyed to Douglas County School District No. 4 as recorded in Book 1238, Page 267, records of Douglas County, Oregon, Recorder's No. 93.11334.

- C. The Easement Property is appurtenant to the Snawder Property and is described as follows:

A road 30 feet wide and approximately 660 feet long along the east side of the Green Property, ranging from the Southwest Corner of Parcel 29 as described, to a point at the East and West center line of said lot 29.

The Easement Property is further depicted in Exhibit A (Easement and map) attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the above-described permanent Easement unto Grantee in accordance with the conditions and covenants as follows:

1. Purpose. This Easement is being granted for the purpose of allowing Grantee, its agents, invitees, and assigns permanent pedestrian and vehicular access to and from the Snawder Property.
2. Consideration. The monetary consideration for this grant of Easement shall be \$0. As consideration for this conveyance, Grantee shall pay any and all costs incurred by Grantee in the preparation of required instruments of conveyance, and Grantee shall be responsible for recording this instrument and any costs therefor.
3. Conditions. As further consideration, and in addition to any other obligations herein described, this grant of Easement shall be subject to the following conditions:
 - (a) Grantee shall not impose setbacks or otherwise limit or interfere with Grantor's use or development of the Property without the express written consent of Grantor.
 - (b) Grantor's use of the Property shall not in any way interfere with Grantee's or any third party's use of, or access to, the Easement Property.
 - (c) Except as expressly provided herein, both Grantee and Grantor, jointly and in common, may use the Easement Property for all lawful purposes, provided such

use does not unduly interfere with the rights of either party hereto or with the rights of any third party in and to such Easement Property.

- (d) Grantee shall have the right to construct, install, maintain, and repair such roadways, utility lines, and other improvements on or under the Easement from time to time as may be necessary for Grantee's reasonable use and enjoyment.
 - (e) The costs of maintenance and repair of the Easement shall be shared by the parties as provided in a separate written agreement, or in the absence of such agreement, according to their proportionate use as provided in ORS 105.170 to 105.185, except that any damage caused or resulting from the acts or omissions of any one party shall be the sole responsibility of that party.
4. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee and Grantor will indemnify and hold harmless the other and their respective successors, heirs and assigns from claims for injury to person or property as a result of the intentional or negligent acts of the indemnifying party, its agents, or employees in the use of the Easement Property.
 5. Binding Agreement. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of, and be binding and obligatory upon, the heirs, executors, administrators, successors, and assigns of the respective parties.
 6. Tax Reporting. Grantee shall take any and all necessary steps either to cause the Easement Property to be declared exempt from property tax assessment, or to pay any property taxes attributable to the Easement Property on Grantee's behalf.
 7. Possession. Subject to the conditions described herein, Grantee may take possession of the Easement Property upon execution of this instrument.
 8. Termination. Absent a default by either party, the Easement may be terminated by a written instrument signed by Grantee and Grantor and duly recorded in the property records of Douglas County, Oregon.
 9. Default; Attorney's Fees. In the event of either party's breach of any provision of this agreement, the other party shall have all rights and remedies available at law or in equity. If legal action becomes necessary to interpret or enforce the terms hereof, the prevailing party in such action shall be entitled to recover from the other party its legal costs and reasonable attorney fees incurred at trial and upon appeal.

IN WITNESS WHEREOF, the parties have executed the foregoing on the date of the last signature inscribed below.

[SIGNATURES ON NEXT PAGES]

**GRANTOR:
Green Area Water & Sanitary Authority**

Tracey Parker, President

STATE OF OREGON)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by

_____.

Notary Public for Oregon
My commission expires: _____

GRANTEE:

Steven Van Snawder

STATE OF OREGON)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by
Steven Van Snawder.

Notary Public for Oregon
My commission expires: _____

EXHIBIT "A"

EASEMENT DESCRIPTION AND MAP

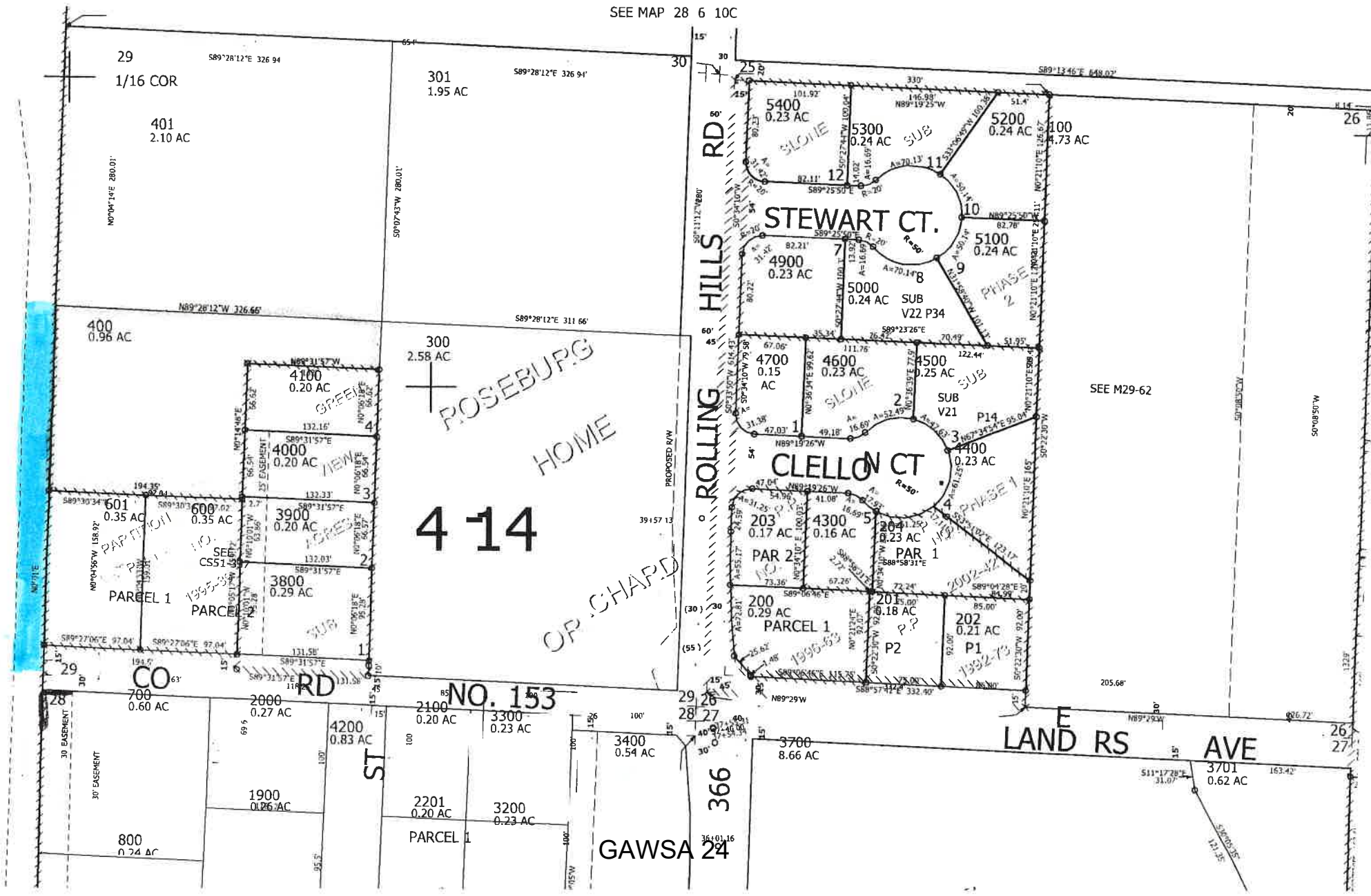
SE1/4 SW1/4 SEC.10 T.28S. R.6W. W.M
DOUGLAS COUNTY

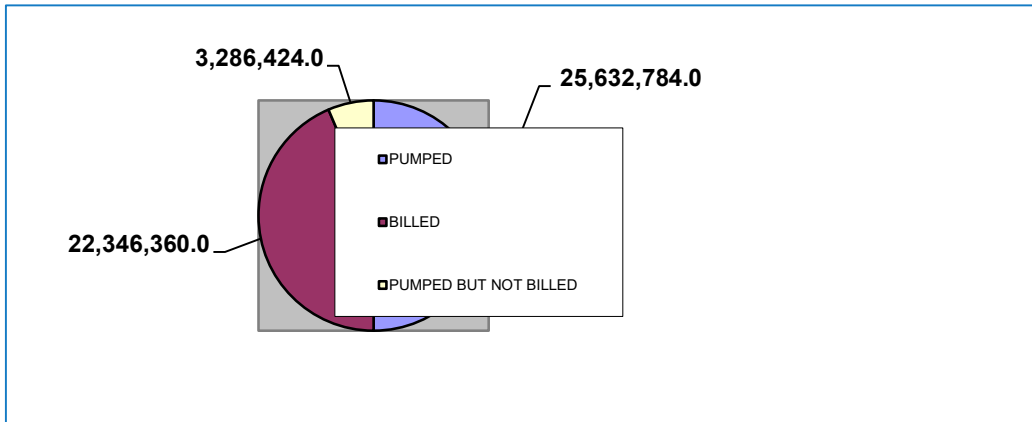
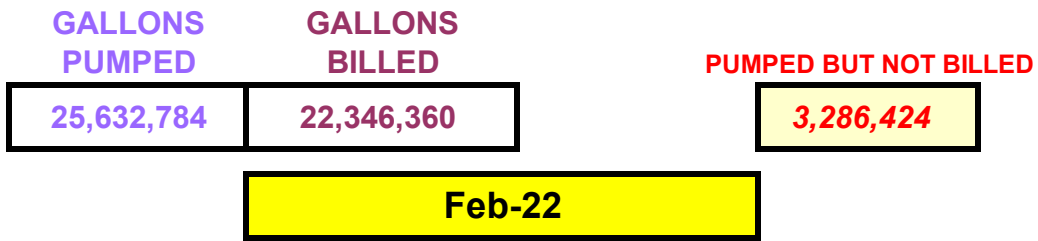
REVISED ON
2-3-22

1" = 100'

SEE MAP 28 6 10C

AS PREPARED FOR
T PURPOSE ONLY.





30 DAYS IN BILLING CYCLE: 1/11/22 TO 2/10/22

Repairs, leaks, etc. rendering unverifiable consumption
 2/1/22 4903 MELODY LN REPAIR SERVICE
 2/3/22 131 LAGUNA CT REPAIR SERVICE

2020-2021	DIFFERENCE	2021-2022	DIFFERENCE	2022-2023	DIFFERENCE
JULY	5,124,050	JULY	14,424,768	JULY	
AUGUST	1,873,280	AUGUST	891,740	AUGUST	
SEPTEMBER	7,835,590	SEPTEMBER	9,399,209	SEPTEMBER	
OCTOBER	1,704,864	OCTOBER	6,648,943	OCTOBER	
NOVEMBER	3,603,559	NOVEMBER	5,345,660	NOVEMBER	
DECEMBER	5,821,078	DECEMBER	5,288,999	DECEMBER	
JANUARY	8,863,858	JANUARY	3,286,424	JANUARY	
FEBRUARY	5,784,803	FEBRUARY	3,286,424	FEBRUARY	
MARCH	6,445,800	MARCH		MARCH	
APRIL	8,701,086	APRIL		APRIL	
MAY	5,314,222	MAY		MAY	
JUNE	6,358,042	JUNE		JUNE	

SANITARY OPERATIONS REPORT

March 10, 2022

Construction Projects

- Winery Lane Inspired Healthcare Capital.
 - Design nearing completion.
 - System will be private.
- 265 Grant Smith commercial park development.
 - Still waiting on asbuilts and Engineer sign-off should be complete.
- Shawn Bateson Development.
 - Preliminary engineering submitted.
- Vanacker Depriest development, line extension, ie Engineering.

Collection System

- Continuing lateral curb crossing project, will continue as opportunity allows for inspections.
- Manhole inspections project, underway.
- Temporary TV trailer operational.
 - 'O' Basin complete.
 - Started 'Q' Basin.
- Cross training with water/sanitary crews, underway.
- Maintenance flushing, starting up for the year.

G4 and Pump Stations

- Pump Stations ran well, with typical operation and maintenance.
- Temporary metering option for G4.
 - Meter order, vendor delayed.
- G4 communication and controls redundancy project with Camtronix.
 - Project complete, on-line access tested on all devices, working well.
- Air relief valves serviced.
- STEP system maintenance started for the year.

Treatment Plant, Farm, and Ranch

- Phase 1 and Phase 2 of DC Landfill Leachate Treatment Design.
 - Bids are still at County Counsel for approval.
 - Workshop scheduled for next week, I hope to get an update after that.

Meetings and Conferences

- Matt and I attended the GAWSA meetings.
- Matt and I attended the DCUCC meeting.
- I attended the Pipeline Safety Program class by Paradigm Liaisons.

Lateral Inspections

- No inspections.

One Call Locates

- 38 Locates.

Submitted by, Shannon L. Miller

Green Area Water & Sanitary Authority

Superintendents Report

March 2022

Our annual valve turning program is near completion. We will begin turning hydrant valves in preparation for our flushing program.

We still anticipate Performing Authority wide flushing, in April when Fire District #2 performs their yearly Hydrant Flushing. We will work with them to flush our dead end lines.

Three crew members recently attended a short school in Sunriver. We have 3 crew members currently taking online classes as well.

Our annual Fire Marshall/ hazardous substance report has been completed for the year.

We are still experiencing issues with one of our air compressors. We are working with the equipment manufacturer to resolve the issues. A representative is scheduled to troubleshoot the issue March 16th.

There are some proposed projects coming up, including a mainline extension on Winery Ln. and some small land divisions on Summerwood, Depriest, Speedway and M Street.

We are currently working on budget items for the 22/23 budget cycle.

If you have any questions, please feel free to give me a call at 541-670-1215

Thanks Alan

Winston- Green WWTF Staff Report

February 2022

General

1.) Plant Influent Flow (MG	<u>2022</u>		<u>2021</u>	
<i>Winston</i>	18.32	48%	46.19	60%
<i>Green</i>	19.47	52%	31.35	40%
<i>Rainfall</i>	.85 Inches		4.00 Inches	
<i>Chlorine (Gallons)</i>	18,442		18,026	
<i>Leachate</i>	429,000		1,061,500	

Laboratory

- 1.) February 2022 DMR, No permit violations
- 2.) Received Notification from DEQ for participation in DMRQA-42

Operations

- 1.) Routine Operations- Daily Rounds

Week of February 4th

- Genset # 2 Update
 - Cummins will be onsite 2-7-22 to perform repairs
- Worked on biosolids report
- Drain line leaving digester building plugged
 - GAWSA on site to jet line
 - They were able to jet the main line but not the lateral going into the building
 - Staff dug up and added a clean out
 - GAWSA returned to jet line
- Began repairs to Influent Pump # 1 check valve assembly
 - The repairs began with the hopes of replacing the gasket on the check assembly but upon further inspection it has been determined that the entire swing check assembly needs replaced

Week of February 11th

- Genset # 2 Update
 - Cummins was on site Monday and replaced the fuel injectors
 - Cummins returned on Wednesday to perform a load test
 - The genset could only be loaded to a 90% load
 - Cummins is working on a solution and direction to head in
- Aeration Basin Blower Fault
 - The cooling fan has failed and won't allow the unit to run
 - We are currently running on our backup blower
- Influent Pump # 4 back check pin installed
 - This pin will allow staff to hold the back check open to flush the pump without having to disassemble the back check in order to flush the pump out
- Grounds Maintenance
- Worked on Biosolids report
- Monthly DMR done and turned in

Week of February 18 & 25th

- Genset # 2 Update
 - Cummins was onsite 2-17-22. It has been determined that the generator in order to be at 100% capacity needs to be rebuilt. At this point there is nothing wrong with running the generator as is. Staff will have it load tested annually and if during one of these annual tests its load abilities drops then we will look at either rebuilding or replacing.
- Aeration Basin Blower also had a fuse that was blown. This fuse unfortunately caused the fan motor to quit working. It also took out the start contactor for the fan. Parts were ordered and the blower is back up and operational
- Grounds maintenance
- Dump Run
- Chlorine Leak Around Pump B
 - This leak was at a T and therefore a good portion of the piping surrounding the pump needed to be replaced in order to fix the leak

- The plants Gravity Belt Thickener for the digester is having problems operating as it should. Staff have isolated the problem to ALL of the air lines and fittings. Staff is gathering parts in order to replace all of the lines and fittings
- Corrosion in a few of the light switches in the digester building have prevented the lights from working. Staff is going through and fixing the corroded terminals
- Freeze Protection on the plant
- TAG is onsite to troubleshoot our Auto Dialer

FLOW ALLOCATION CHART

MONTH	WINSTON MG	GREEN MG	LANDERS LN. MG	TOTAL MG	RAINFALL
Jan.22	38.71	30.97	0.956	70.63	3.29
Feb.22	18.32	19.47	0.445	38.24	0.85
Mar.21	29.72	24.94	0.546	55.21	1.85
Apr.21	18.12	18.59	0.316	37.02	0.68
May.21	16.51	18.23	0.300	35.04	0.62
June.21	18.21	18.27	0.293	36.77	1.20
July.21	16.17	18.21	0.329	34.70	0.00
Aug.21	15.86	18.09	0.388	34.33	0.00
Sept.21	16.41	18.63	0.501	35.54	2.85
Oct.21	19.05	22.33	0.570	41.96	3.64
Nov. 21	21.15	22.09	0.595	43.83	2.40
Dec.21	36.70	34.01	0.964	71.68	6.78
TOTAL	264.93	263.82	6.201	534.95	24.16
GREEN + LANDERS		270.02			
APPORTIONMENT	49.52%	50.48%			
			100%		

Winston-Green WWTF

February 2022

SYSTEM CLASSIFICATION: IV PERMIT # 100554
 COUNTY: DOUGLAS

FILE # 98400

POPULATION: 10000

TYPE: RBC / ACTIVATED SLUDGE

D A T E											BIOSOLIDS									
	TOTAL FLOW MGD	INF PH	INF BOD mg/l	INF SS mg/l	NH3 N EFF	EFF PH	EFF TEMP MAX	EFF BOD mg/l	% REM BOD	LBS BOD DIS	EFF SS mg/l	% REM SS	LBS DIS SS	CL2 RES mg/l	CL2 USED GAL.	CL2 USED LBS	ECOLI COL	LAND gallons	DRYING BEDS gallons	RAIN FALL inches
1	1.431	7.49				6.98	13.9						0.05	920	61.4				0.00	
2	1.400	7.43	488	280	0.36	6.96	13.9	13.3	97%	155	7.0	98%	82	0.05	913	60.9			0.00	
3	1.404	7.34				6.90	13.9						0.05	932	62.2				0.00	
4	1.382	7.38	484	284		6.91	13.9	11.1	98%	128	7.2	97%	83	0.06	912	60.8			0.00	
5	1.363	7.34				6.93	14.1						0.05	904	60.3				0.00	
6	1.442	7.25				6.85	14.2						0.05	920	61.4	6.3			0.01	
7	1.340	7.48	545	303	0.65	7.13	14.3	16.2	97%	181	10.4	97%	116	0.06	901	60.1	10.9		0.00	
8	1.348	7.40				6.84	14.3						0.09	788	52.6				0.00	
9	1.326	7.59	584	346	1.52	6.87	14.3	16.8	97%	186	8.0	98%	88	0.05	775	51.7			0.01	
10	1.305	7.23				7.00	14.1						0.09	573	38.2				0.02	
11	1.350	7.57	779	497		7.22	14.3	14.3	98%	161	12.6	97%	142	0.06	550	36.7			0.01	
12	1.332	7.10				6.92	14.6						0.04	552	36.8				0.01	
13	1.359	7.63				6.87	14.6						0.05	557	37.2	2.0			0.01	
14	1.363	7.46	706	515	2.76	7.02	14.6	21.9	97%	249	12.0	98%	136	0.03	553	36.9			0.13	
15	1.342	7.47				7.05	14.5						0.04	550	36.7	4.1			0.02	
16	1.300	7.50	679	371	1.54	6.92	14.4	11.2	98%	121	6.0	98%	65	0.05	547	36.5			0.00	
17	1.326	7.49				6.95	14.4						0.05	545	36.4				0.00	
18	1.303	7.41	577	366		6.96	14.2	10.6	98%	115	7.4	98%	80	0.03	545	36.4			0.01	
19	1.340	7.40				6.93	14.2						0.04	545	36.4				0.01	
20	1.359	7.33				6.91	14.2						0.04	548	36.6	6.3			0.29	
21	1.455	7.36				6.99	14.0						0.02	556	37.1				0.22	
22	1.370	7.38	542	319	0.76	6.94	13.9	20.4	96%	233	9.2	97%	105	0.03	550	36.7	1.0		0.01	
23	1.346	7.41	442	215	0.38	7.00	13.4	20.9	95%	235	9.8	95%	110	0.05	550	36.7			0.00	
24	1.313	7.88				6.87	13.3						0.05	544	36.3				0.00	
25	1.316	7.36	655	394		6.89	13.3	15.5	98%	170	10.2	97%	112	0.04	554	37.0			0.00	
26	1.298	7.44				6.86	13.6						0.03	546	36.4				0.02	
27	1.346	7.33				6.90	14.4						0.03	550	36.7	102.9			0.06	
28	1.233	7.35	549	415	2.45	6.93	14.8	28.8	95%	296	12.4	97%	128	0.03	542	36.2			0.01	
TOT	37.792									2,231			1,248	#####	1229.12				0.85	
MAX	1.455	7.9	779	515	2.76	7.2	14.8	28.8	98%	296	13	98%	142	0.09	932	62.18	102.9		0.29	
MIN	1.233	7.1	442	215	0.36	6.8	13.3	10.6	95%	115	6	95%	65	0.02	542	36.16	1.0		0.00	
AVG	1.350	7.4	586	359	1.30	6.9	14.1	16.8	97%	186	9	97%	104	0.05	658	43.90	6.17		0.030	

I certify that I am familiar with the information
 contained in this report and that to the best of my
 knowledge such information is true, complete
 and accurate.

Christopher W. Sherlock
 SUPERINTENDENT T IV

PERMIT LIMITS: 2.35MGD, pH 6.0 to 9.0, BOD TSS Conc-30 monthly/45weekly, Mass BOD TSS 1200 daily/880 weekly/590 monthly, EC/126 monthly