

## EMPLOYMENT AGREEMENT

BETWEEN: Crooked River Ranch Water Cooperative (“CRRWC”)  
AND: James R. Rooks (“Rooks”)

### RECITALS:

- A. Rooks is currently employed by CRRWC as the General Manager at CRRWC located at 13845 SW Commercial Loop, Terrebonne, Oregon 97760.
- B. The parties wish to memorialize an agreement setting forth the terms and conditions of Rooks’ employment with CRRWC.

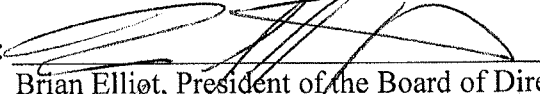
### AGREEMENT:

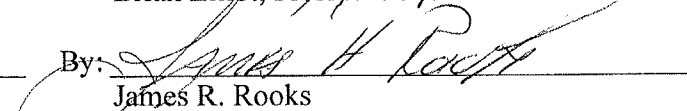
1. Duties.
  - 1.1 Rooks shall continue to be employed as the General Manager.
  - 1.2 Rooks shall have responsibility for oversight of all administrative functions; maintenance of the physical plant; and compliance with local, state and federal water service regulations.
2. Term of Agreement. There is no fixed term for this agreement. Rooks’ employment with CRRWC is at-will.
3. Termination of Agreement. This Agreement may be terminated at any time by either party, with or without cause. The parties may, but are not required, to provide notice prior to terminating the agreement.
4. Salary and Benefits. CRRWC agrees to pay the following salary and benefits to Rooks in exchange for his services:
  - 4.1 An annual salary in the amount of \$83,500.
  - 4.2 CRRWC will provide Rooks with health and dental insurance. In the event CRRWC determines to provide additional benefits (such as retirement or disability insurance), Rooks will be entitled to receive those benefits on the same terms as provided for other full-time employees.
5. Review by Independent Counsel. Rooks, by signing below, acknowledges that he has had the opportunity to have this Agreement reviewed by legal counsel of his own choice and has either had this Agreement reviewed by his legal counsel or has chosen not to have this Agreement reviewed by legal counsel prior to executing this Agreement.
6. Waiver. The failure of either party at any time to require performance of any provision of this Agreement shall not limit that party’s right to enforce the provision, nor shall any

waiver of the breach of any provision of this Agreement be construed as a continuing waiver of that provision or of any subsequent breach of that provision or of any other provision of this Agreement.

7. Binding Agreement. This Agreement shall be binding on the parties hereto and upon the heirs, executors, administrators, successors and assigns of each party.
8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.
9. Severability. Should any provision of this Agreement, be held to be illegal, unreasonable, invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken from this Agreement and the remaining provisions of this Agreement shall not be affected, shall remain in full force and effect and shall not be rendered void or unenforceable.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended or modified except by a writing signed by both parties.

**CROOKED RIVER RANCH WATER COOPERATIVE**

DATED: 7/8/08 By:   
Brian Elliot, President of the Board of Directors

DATED: 7/8/08 By:   
James R. Rooks