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MIDSTATE ELECTRIC COOPERATIVE, INC.

Return
Post Office Box 127
LaPine, Oregon 97739
Phone 536-2126

AGREEMENT FOR ELECTRIC SERVICE TO IRRIGATION PUMP

AGREEMENT MADE April, 19 80, between MIDSTATE ELECTRIC COOPERATIVE, INC. (hereinafter called the "Seller") and Ray Farnham (hereinafter called the "Consumer").

WHEREAS, Seller will have electric power and energy available for sale at the Consumer's premises as soon as certain electric lines and facilities are constructed.

WITNESSETH: The Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for electric power and energy sufficient to operate a 35 horsepower irrigation pump motor at the following location,

upon the following terms: Klamath SW 1/4 Sec. 28 Twp. 32 S., Rng. 8 E.W.M.

1. SERVICE CHARACTERISTICS

A. Service hereunder shall be alternating current, 3 phase, sixty cycles, 277/480 volts.

B. The Consumer agrees not to use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power and that electric power and energy purchased hereunder will not be resold.

2. PAYMENT

A. The Consumer shall pay the Seller for service hereunder at the rate and upon the terms and conditions set forth in Schedule 6 attached to and made a part of this agreement. Notwithstanding any provisions of the Schedule, however, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less than \$ 273.00 per year for having service available hereunder during the term hereof, provided, that Seller shall make electric service available on or before 19

B. The initial monthly billing period shall start when Consumer begins using electric power and energy, or at the time of commencement of the irrigation season next, whichever shall occur first. However, if said initial monthly billing period starts after commencement of the normal irrigation season, the foregoing yearly minimum charge shall be prorated on the basis of the months remaining in the normal irrigating season.

C. Bills for service hereunder shall be paid at the office of Seller in LaPine, State of Oregon, monthly within ten days after postmarked date of billing statement. If Consumer fails to pay any such bill within said thirty day period, Seller may discontinue service hereunder by giving thirty days notice in writing to Consumer.

D. In the event Consumer requests underground primary service, Consumer agrees to reimburse Seller forty (40) per cent of the cost of the installed underground service. The estimated 40% on the above located project is \$

E. This Agreement is subject to all terms, conditions and provisions of the Seller's Board Policy and wholesale power contracts, including changes in the rate schedule and subject to change in rates approved by the Rural Electrification Administration. In the event of a change in said rate schedule, the Seller may, without notice, make corresponding modifications of the rate schedule to the Consumer herein.

3. MEMBERSHIP

A. The Consumer shall become a member of the Cooperative, shall pay the membership fee and be bound by the provisions of the article of incorporation and bylaws and such rules and regulations as may from time to time be adopted by the Cooperative.

4. RIGHT OF ACCESS

A. Duly authorized representatives of Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof.

5. CONTINUITY OF SERVICE

A. The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but is such supply shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, Seller shall not be liable under the provision of this agreement.

6. TERM

A. This agreement shall become effective on the date first written above, and shall remain in effect for a period of five years years and thereafter from year to year until terminated by either party giving to the other three months notice in writing.

7. IF CONSUMER NOT OWNER OF PREMISES TO BE SERVED

A. In case the Consumer is not the owner of the premises, the owner of the premises hereby joins in consenting to the installation and maintenance on the premises of all wiring and other electrical equipment required for supplying equipment and electric power to the Consumer and does by these premises make himself jointly liable to the Seller for said services and electric power consumed.

8. SUCCESSION

A. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

STATE OF Oregon

County of Deschutes

SUBSCRIBED and sworn to before me: April 10, 19 80

NOTARY PUBLIC FOR Oregon

DATE OF OREGON: COUNTY OF KLAMATH; ss.

MIDSTATE ELECTRIC COOPERATIVE, INC.
SS SELLER

Secretary

Owner

Consumer

I hereby certify that the within instrument was received and filed for record on the 16th day of July A.D., 19 80 at 2:27 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 13187.

FEE \$3.50

WM. D. MILNE, County Clerk
By Bernard J. Deloch Deputy