

MIDSTATE ELECTRIC COOPERATIVE, INC.

* 10836
15746



Post Office Box 127
LaPine, Oregon 97739
Phone (503) 538-2128

KEYPUNCHED
12586
SEP 15 1982

TRACY

AGREEMENT FOR ELECTRIC SERVICE

The undersigned, hereinafter called the Applicant, hereby applies for electric service and agrees to purchase electric from Midstate Electric Cooperative, Inc., hereinafter called the Cooperative, upon the following terms and conditions:

1. The Applicant will pay to the Cooperative the sum of \$ 50.00 which constitutes the Applicant's deposit.
2. The Applicant will, as electric energy is available, purchase from the Cooperative all electric energy used on the premises described below, and will pay, therefore, monthly in accordance with the current applicable rate schedule in accordance with the rules and regulations established by the Board of Directors of the Cooperative. The Cooperative may limit the amount of electric energy furnished for industrial purposes. The Applicant will pay a bill of at least \$ 193.00 per year.
3. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative and in conformity with the law, National Electric Code, National Safety Code and any applicable local ordinance.
4. The Applicant, by paying a deposit fee, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative.
5. The Applicant will comply with and be bound by such rules and regulations as may be established by the Board of Directors from time to time.
6. Additional charges will be made for underground services: 35c per foot for wire only.
7. This agreement is subject to the execution of all easements necessary to serve the subject property.
8. The Applicant acknowledges receipt of Cooperative hand out sheet entitled "Electric Service Requirements."
9. In the event suit or action is commenced to enforce any provision of this agreement. The prevailing shall be entitled to reasonable attorney fees and costs. This amount shall be fixed and is not related to electrical energy consumption.

The acceptance of this application by the Cooperative will constitute an agreement between the Applicant and the Cooperative, and the contract for electric service shall continue in force for five years from the date service was made available by the Cooperative to the Applicant, and thereafter until cancelled by at least thirty (30) days written notice by either party to the other party.

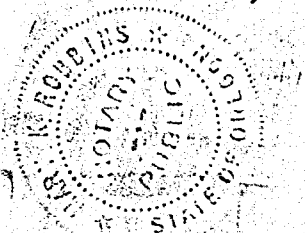
This contract and the obligations thereof shall run with and be binding upon the land of the undersigned in Klamath County, Oregon described as follows:

SUBDIVISION Sunforest Estates SEC. LOT 14 BLOCK 4
DATED 19 DAY OF August 19 82 RANGE E.W.M.

OWNER Clarence W. Willcutt AND 5000 NE Stearns
P.O. BOX OR STREET Roseburg OR 97470
CITY, STATE AND ZIP CODE 5000 NE Stearns
P.O. BOX OR STREET Roseburg OR 97470
CITY, STATE AND ZIP CODE

The above Applicant accepted this _____
(Office use only)

STATE OF Oregon
COUNTY OF Douglas } SS



BY _____
ON THIS 27th DAY OF Aug.
Clarence W. Willcutt PERSONALLY
APPEARED BEFORE ME
Mary K. Robbins
NOTARY PUBLIC FOR Oregon
MY COMMISSION EXPIRES May 23, 1984

STATE OF OREGON: COUNTY OF KLAMATH :ss
I hereby certify that the within instrument was received and filed for
record on the 22 day of Sept A.D., 1982 at 12:55 o'clock P.M.,
and duly recorded in Vol M 82, of Deed on page 12586.

Fee \$ 4.00

EVELYN BIEAN COUNTY CLERK
by [Signature] Deputy