

18094



Post Office Box 127
LaPine, Oregon 97739
Phone (503) 538-2126

KEYPUNCHED

AUG 12 1983

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 \$ - 0 -, 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 the minimum basic charge as set by the Board of Directors.
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: 35¢ per foot for wire
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: E2-L4-L4-E12. 3500 TAX#

SUBDIVISION River West LOT BLOCK
SEC. TWP RANGE E.W.M.

DATED 15th DAY OF July, 1983

Kathy J Overlund
OWNER

AND

P.O. BOX OR STREET

CITY, STATE AND ZIP CODE

P.O. BOX OR STREET

CITY, STATE AND ZIP CODE

The above Applicant accepted this AUG 12 1983
(Office use only)

STATE OF Oregon }
COUNTY OF Deschutes } SS

BY C C Gawell
ON THIS 15th DAY OF July
Kathy Overlund PERSONALLY

APPEARED BEFORE ME

Tracy L. Bohmer
NOTARY PUBLIC FOR Oregon

MY COMMISSION EXPIRES 4-18-87

15801
MIDSTATE ELECTRIC COOPERATIVE, INC.



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

July 15, 1983

RE: Account # 18094
Location: River West - E2-L4-L4-R13

Midstate Electric will not be held responsible for any problems involving the underground secondary 40 40 20 wire during the 1st. year after the secondary wire was installed by the consumer. If a problem should occur during the 1st year from July 15, 1983 to July 15, 1984 the consumer Mr. & Mrs. Norm Overlund will pay all cost pertaining to the repair and replacement of the wire on the option of the Cooperative.

Kathy J. Overlund
CONSUMER

Tracy L. Babcock
MIDSTATE ELECTRIC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 14th day of Sept. A.D. 1983 at 9:30 clock A.M., and
duly recorded in Vol. M 83, of Deeds on Page 15800

EVLYN BIEHN, County Clerk

Fee: \$8.00

By Bernetha J. Ketsch

OWNED BY THOSE WE SERVE