

AGREEMENT RE LINE EXTENSIONS
FOR SUBDIVISION OR OTHER DIVISIONS OF LAND

THIS IS AN AGREEMENT between MIDSTATE ELECTRIC COOPERATIVE, INC., hereinafter called the "Cooperative", and Little River Ranch, hereinafter called "Developer", and is dated this 16 day of April, 19 81.

R E C I T A L S

A. Developer has subdivided or otherwise divided into several parcels that certain land which is more particularly described in Exhibit "A" which is attached hereto.

B. Developer has provided the Cooperative with satisfactory proof that he has met and complied with all rules, regulations and conditions required by Federal, State, County and other applicable laws, rules and regulations.

C. Developer has granted or will obtain all rights-of-way easements as indicated in Exhibit "A" and cause the same to be recorded, and has removed trees, brush and other obstructions along necessary power line routes as requested by the Cooperative.

D. Developer has furnished to the Cooperative for approval a final plat map, containing said dedicated easements and rights-of-way for utility purposes, along with diagrams or other writings containing directions, locations, specifications, and other information concerning the land and the parcels into which it is divided. This is required by the Cooperative to properly lay out, construct and maintain a line extension to serve the plat with electrical energy. Said "plat" and diagram together with a signed and notarized right-of-way easement form is attached hereto and is marked Exhibit "B".

E. Developer has requested that the Cooperative design and construct the facilities necessary for the above-mentioned purpose, and Midstate is willing to do so on the basis hereinafter mentioned. The work to be done by the Cooperative in the various stages of Developer's project is set for in Paragraph I of this Agreement.

A G R E E M E N T

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, conditions and payments hereinset forth, the parties agree as follows:

I. The Cooperative agrees to design and construct the above mentioned facilities to serve the plat through accomplishing the following work and in accordance with the following estimated cost and approximate time schedule, to wit:

W 1/2 S 1/2 E 1/4 NE 1/4 Section 2 Township 23 - Range 9
Klamath County

II. The Cooperative has estimated that the cost of doing the work specified in Paragraph I is in the sum of \$ 40,000.00. Developer agrees to pay that sum to the Cooperative immediately upon the execution of this agreement and, in any event, prior to the commencement of construction by the Cooperative.

Upon completion by the Cooperative of the construction work, the Cooperative will make a specific determination of the cost thereof. If the actual cost is in an amount less than the amount paid by Developer, the overplus will be refunded by the Cooperative to him. To the contrary, if the actual cost is in excess of the estimated amount paid, then, and in such event, the Developer will pay the excess to the Cooperative upon demand and billing.

III. The "backbone" of the line extension shall be constructed on roadways dedicated for that and other purposes or upon proper easements provided by Developer. This system shall be and remain the sole property of the Cooperative.

IV. Upon completion of the work by the Cooperative, it will receive applications for service from individuals owning property or having an interest in the project of the Developer. Thereupon, the Cooperative will provide such service through the backbone system under approved Cooperative policies.

Return to:
Midstate Electric Cooperative, Inc.
P.O. BOX 127
LaPINE, ORE 97739

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ck 8.00

1. 7182

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

DATE: MAY 6, 1982

Little River Ranch
DEVELOPMENT

Kenneth D. Stevens
SIGNATURE

Owner
TITLE

ATTEST:

SIGNATURE

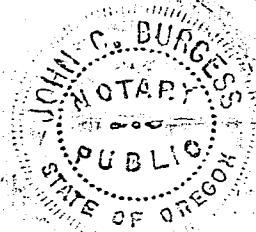
TITLE

SUBSCRIBED and sworn to before me: On this 6th day of MAY 19 82, Kenneth D. Stevens personally appeared before me.

STATE OF Oregon

COUNTY OF DESCHUTES

John C. Burgess
NOTARY PUBLIC FOR OREGON
My Commission Expires 5/28/85



DATE: October 8th

Midstate Electric Cooperative, Inc.
ELECTRIC UTILITY

John L. Sims
SIGNATURE

GENERAL MANAGER
TITLE

ATTEST:

SIGNATURE

TITLE

SUBSCRIBED and sworn to before me: On this 8th day of October 19 82, John L. Sims personally appeared before me.

STATE OF Oregon

COUNTY OF Deschutes

Dr. Mary L. Babcock
NOTARY PUBLIC FOR Oregon
My Commission Expires 4-18-83

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 1st day of May A.D. 19 84
at 9:00 o'clock A M, and duly
recorded in Vol. M84 of Deeds
Page 7181

EVELYN BIEHN, County Clerk

By Ann Smith Deputy

Fee 8.00