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## MIDSTATE ELECTRIC COOPERATIVE, INC.

51340 N. Highway 97  
Post Office Box 127  
LaPine, Oregon 97739  
Phone (503) 536-2126  
Outage (503) 536-2165

FEB 6 1985

DARLENE

Agreement made November 5, 1985, between Midstate Electric Cooperative, Inc., hereinafter called the "Seller", and Oregon State Highway Department, 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 line and facilities are constructed, and

WHEREAS, The Consumer desires to have electric power and energy available to the 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 applies for and agrees to purchase and pay for electric power and energy upon the following terms and conditions:

## 1. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current, sixty cycles (60Hz), S Ø phase, 120/240 volts sufficient to serve a load of 25 (KVA) (HP).

## 2. MEMBERSHIP

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

## 3. PAYMENT

A. The Consumer shall pay to the Seller the sum of \$ ----- a refundable deposit and the non-refundable sum of \$ 10.00, for recording fee(s) and the membership fee.

B. The Consumer shall, as electric energy is available, purchase from the Seller all electric energy used, but not generated on the property, and shall pay according to the applicable rate schedule at rates which will be fixed from time to time by the Board of Directors of the Seller. If Consumer makes a partial payment, the dollar amount will be applied to the kilowatt hour usage first and the Line Extension Minimum last. In addition to charges for electric energy, Consumer acknowledges the Service and Equipment charge as specified in the appropriate rate schedule. The Seller may limit the amount of electric power furnished for industrial purposes. Electric power and energy purchased hereunder will not be resold.

C. If the cost of connecting service does not exceed \$ 500.00, there will be no charge for construction. If the cost exceeds this construction allotment, the Consumer shall pay for such cost in cash or in equal monthly payments over 60 months or less. The contract method of payment will include an interest charge to reflect M.E.C.'s cost of borrowing funds. An itemized payment exhibit (is) (is not) attached because the estimated cost of providing service to the subject property (does) (does not) exceed the the above construction allotment.

D. The initial monthly billing period shall start when Seller has completed construction and service is available or Consumer begins using electric power and energy, whichever shall occur first. Bills for service hereunder shall be paid at the office of the Seller in LaPine, Oregon by the 10th of the month following the date of the billing statement. If the Consumer fails to pay any such bill within said period, Seller may discontinue service herein by giving ten days notice in writing to Consumer.

## 4. ACCESS

A. This Agreement is subject to the Consumer obtaining all easements and permits required to serve the subject property.

B. Duly authorized representatives of the 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

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but as such supply shall fail or be interrupted, or become defective through an 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 the Seller, the Seller shall not be liable under the provision of this Agreement.

## 6. TERM

The acceptance of this Agreement by the Seller will constitute a Contract between the Consumer and the Seller for electric service and shall continue in force for FIVE years from the date service was made available by the Seller to the Consumer. Subsequent to the initial term of this Agreement, service will be provided pursuant to the conditions contained herein on a month to month basis except that any charges established in the Line Extension Exhibit are not applicable beyond the initial contract term. After said initial term expires, this Agreement may be cancelled upon thirty days written notice by either party.

## 7. LIABILITY

Neither party to this Agreement assumes liability for any debts or liabilities of the other.

## 8. DEFAULT AND RECOURSE

The Seller may record this Agreement with the appropriate counties in Oregon. In the event suit or action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. This amount shall be fixed and is not related to electrical power consumption. Should default be made in any payment required in this Agreement, the entire sum shall at once become due and payable without notice at the option of the Seller. Failure to exercise this option shall not constitute a waiver of the right to exercise this option in the event of any subsequent default. All fees, together with penalties thereon and costs of collection including attorney's fees shall be a charge on the land and shall be a continuing lien against the property described in this Agreement. If any charge or assessment is not timely paid, a late payment charge of 2% per month on the unpaid balance may be assessed. The aggregate amount of costs shall constitute a lien on Consumer's property. The Seller may have the right to foreclose this lien for failure to pay the assessments agreed to herein.

## 9. COVENANT

This Agreement and the obligations herein shall run with and be binding upon the land of the undersigned at the following location:

COUNTY Klamath PORTION \_\_\_\_\_  
SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_ EWM.  
CHEMULT MAINTENANCE STATION

## 10. SUCCESSION

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

## 11. ELECTRIC SERVICE REQUIREMENTS

- A. The Consumer shall cause his premises to be wired in conformity with the Seller's specifications, the National Electric Code, the National Electric Safety Code and any applicable local or State laws.
- B. The Consumer acknowledges receipt of the Seller's handout sheet entitled, "Electric Service Requirements."

DATED THIS 5th DAY OF November, 1985.

22509  
APPROVED AS TO  
LEGAL SUFFICIENCY  
James A. Solari  
Asst. Attorney General  
Date 11-14-85

APPLICANT

X Gerald G. Johnson  
NAME GERALD G. JOHNSON

OWNER

X J. B. Boyd, PE, PLS  
NAME Right of Way Manager  
Oregon State Highway Department

P.O. BOX OR STREET

120 Transportation Bldg.  
P.O. BOX OR STREET

CITY, STATE, AND ZIP CODE

Salem, OR 97310  
CITY, STATE, AND ZIP CODE

STATE OF OREGON )  
COUNTY OF Deschutes ) SS

Personally appeared before me, Gerald G. Johnson who  
acknowledged the foregoing instrument to be his/her/their voluntary act  
and deed. Before me:

Elizabeth A. Herkel  
NOTARY PUBLIC FOR Oregon  
My commission expires 10-27-86

STATE OF OREGON )  
COUNTY OF Deschutes ) SS

Personally appeared before me, \_\_\_\_\_ who  
acknowledged the foregoing instrument to be his/her/their voluntary act  
and deed. Before me:

NOTARY PUBLIC FOR \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(FOR OFFICE USE ONLY)

The above Applicant accepted in a regular meeting of the Board of Directors  
this 27th day of February, 1986. Robert E. Tuttle

Account 22509-4 Job Order: 43797 Work Order: 850636A  
STATE OF OREGON: COUNTY OF Klamath: ss. \_\_\_\_\_ the 1st day  
Filed for record at request of \_\_\_\_\_ at 2:24 o'clock P. M., and duly recorded in Vol. M86  
of April of 1986 Deeds 5294 County Clerk  
By Evelyn Biehn Wm Smith

FEE \$13.00