

# **AGREEMENT FOR PURCHASE OF POWER FOR IRRIGATION PUMPING**

AGREEMENT made 1 May, 19 92, between Midstate Electric Cooperative Inc. (hereinafter called the "Seller", and John Mosby a corporation, partnership, individual, (circle appropriate designation) hereinafter called the "Consumer".

## **WITNESSETH:**

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at the location described in "Exhibit A", attached - up to 100 horsepower, upon the following terms:

### **1. Service Characteristics**

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

### **2. Payment**

- A. The consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule 6 attached to and made part of this Agreement.
- B. Bills for service hereunder shall be paid at the office of the Seller in La Pine, Oregon, monthly within fifteen (15) days after the bill is mailed to the Consumer. If the Consumer shall fail to pay any such bill within such twenty (20) day period, the Seller may discontinue service hereunder by giving ten (10) days' notice in writing to the Consumer.
- C. This Agreement is subject to all terms, conditions and provisions of the Seller's wholesale power contracts, including changes in such rate schedules. In the event of a change in said rate schedules, the Seller may, without notice, make corresponding modifications in the rate schedule and the rate for service hereunder to the Consumer herein.

### **3. Continuity of Service**

The Seller shall use reasonable diligence to provide an uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted; or become defective through act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements or inability to secure right-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.

### **4. Membership**

The Consumer shall become a Member of the Seller, shall pay the Membership Fee and be bound by the provisions of the Articles of Incorporation and Bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

### **5. Deposit Policy**

A deposit will be collected when a member joins or rejoins the Cooperative in accordance with the deposit policy then in effect.

AFTER RECORDING RETURN TO  
 MIDSTATE ELECTRIC COOPERATIVE  
 P.O. BOX 127  
 LA PINE, OR 97739

# 6. Right of Access

Consumer shall grant Seller an easement and any duly authorized representative of Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof.

# 7. Term

This Agreement shall become effective on the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of one year and thereafter until terminated by either party giving to the other six (6) month's notice in writing, provided, however, that no assignment hereof shall be made by the Consumer without first obtaining the Seller's written consent.

# 8. If Consumer not Owner of Premises to be Served

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.

# 9. Succession

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 signed this Agreement the day and year first above written.

MIDSTATE ELECTRIC COOPERATIVE, INC.

By

Howard Perkins  
President of the Board

\_\_\_\_\_  
Consumer/Lessee

By

\_\_\_\_\_  
Title

John Mosby  
Owner of Premises

By

ATTEST:

By

ATTEST:

By

[Signature]  
Secretary

## EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:

## TOWNSHIP 31 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

Section 5: SW $\frac{1}{4}$

Section 7: NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , Lots 1 and 2, BUT EXCEPTING from said Lots 1 & 2 the portion thereof lying West of a line parallel to and 50 feet Easterly from the located center line of the Southern Pacific Company right of way.

Section 15: SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 17: N $\frac{1}{2}$ , SW $\frac{1}{4}$

Section 20: All

Section 21: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$

Section 28: W $\frac{1}{2}$

Section 29: All

Section 30: E $\frac{1}{2}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 31: E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  of Lot 1, E $\frac{1}{2}$ E $\frac{1}{2}$  of Lot 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 32: All

Section 33: S $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , S $\frac{1}{2}$

Section 34: S $\frac{1}{2}$ N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$

## TOWNSHIP 32 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

Section 4: Lots 3 & 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 5: Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , those portions of Lots 3 & 4, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  which lies Southerly and Easterly from the center line or thread of Williamson River; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 6: Lots 1 & 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , Lot 3, Lot 4 (But Excepting from said Lot 4 a parcel 417.42 feet by 208.71 feet described as Parcel 2 in Deed Book 331 page 173), S $\frac{1}{2}$ NW $\frac{1}{4}$ , Lots 6 & 7, that part of the E $\frac{1}{2}$ SE $\frac{1}{4}$  lying Southerly and Easterly of the center line or thread of Williamson River.

Section 8: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Midstate Electric Coop the 6th day  
of September A.D. 19 95 at 9:18 o'clock A M., and duly recorded in Vol. M95  
of Deeds on Page 23932

FEE \$20.00

By Bernetha G. Lersch County Clerk