

09-06-95A09:18 RCVD

Vol. MMS Page 23947**AGREEMENT FOR PURCHASE OF POWER
FOR IRRIGATION PUMPING**

AGREEMENT made 10-16-92, 19____, between
Midstate Electric Cooperative Inc. (hereinafter called the
"Seller", and Al & Peggy Marengo 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 97339

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.

Alvin Marenco
Consumer/Lessee

By Alvin
Title

MIDSTATE ELECTRIC COOPERATIVE, INC.

By Howard Perkins
President of the Board

Alvin Marenco
Owner of Premises

By Alvin Marenco

ATTEST:

By _____

ATTEST:

By Alvin Perkins
Secretary

Alley Maurice

LEGAL DESCRIPTION

The following described property is located in Klamath County, State of Oregon:

PARCEL 1: Township 32 South, Range 8 East, Willamette Meridian:

Section 17: E 1/2, NE1/4SW1/4, SE1/4NW1/4, S1/2SW1/4

Section 19: All that portion of the NE1/4NE1/4 lying Easterly of the Williamson River

Section 20: N1/2, SE1/4, SAVING AND EXCEPTING THEREFROM the South 20 feet of the SE1/4 and that portion of the NW1/4 lying Westerly of the most Westerly bank of the Williamson River.

Section 21: SW1/4

Section 29: All, EXCEPT the South 20 feet of the SE1/4

Section 30: All

PARCEL 2: Township 32 South, Range 7 East, Willamette Meridian:

Section 25: All that portion of the E1/2 and of the E1/2NW1/4 lying Easterly of the center thread of the Williamson River;

SAVING AND EXCEPTING THEREFROM any portion thereof lying Northerly of the center thread of the Williamson River.

TOGETHER WITH a 60 - foot easement from the existing Williamson River for bridge construction purposes. Said easement to be located 990 feet North of the South boundary of Section 25, T. 32 S., R. 7 E.W.M.

23950

EXHIBIT "A"

NAME Al & Peggy Moreno ACCOUNT# 25628 POLE# DK358-44
PORTION _____, SECTION 17
TOWNSHIP 32 South, RANGE 8 East
TAX LOT _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Midstate Electric the 6th day
of Sept. A.D., 19 95 at 9:18 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 23947

FEE \$25.00

By Bernetha G. Lotsch County Clerk
Bernetha G. Lotsch