

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

Vol M02 Page 44863

ACCOUNT # 661010
POLE # DK300-L30

AGREEMENT FOR PURCHASE OF POWER FOR IRRIGATION PUMPING

THIS AGREEMENT made April 30, 2002 between **Midstate Electric Cooperative, Inc.**, hereinafter called the "Seller" and **John Mosby**, 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 20 (HP) (KVA), upon the following terms:

1. Service Characteristics

Service hereunder shall be alternating current, three phase, sixty cycles, 277/480 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 the irrigation schedule attached to and made a part of this Agreement.
- B. Bills for service hereunder shall be paid in accordance with Seller's service policy.
- 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. Seller further may at any time change the rates charged under this Agreement upon thirty (30) days notice to Consumer.

State of Oregon, County of Klamath
Recorded 08/09/2002 8:52 a.m.
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Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

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 therefore.

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 of Policy

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

6. Right of Access

Consumer and owner 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 (1) year and thereafter until terminated by either party giving to the other thirty (30) days notice in writing, provided, however, that no assignment of this agreement 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. Irrigation Power Lien

The parties hereto acknowledge Seller's right to an Irrigation Power lien pursuant to ORS 87.362

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.

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

John Mosby
Consumer/Lessee

By John Mosby
Title Owner

John Mosby
Owner of Premises
By John Mosby

MIDSTATE ELECTRIC COOPERATIVE INC.

By [Signature]
President of the Board

ATTEST:

By _____
Date _____

ATTEST:

By Robert H. Reed
Secretary
Date 6-24-02



FOR MIDSTATE USE ONLY
STATE OF OREGON) _____

COUNTY OF DESCHUTES)
This instrument was acknowledged
before me on 7.30.02
by [Signature]
as a representative of Midstate
Electric Cooperative, Inc.
Kellie L. Ambrose
Notary Public for Oregon
My commission expires Aug 5, 2005

44866

EXHIBIT "A"

NAME: John Mosby

ACCOUNT: 661010

POLE # DK300-L30

T. 31, R. 08, SECTION 33

KLAMATH COUNTY, OREGON