

ENTRY NO. 210879 DATE 10-29-89 TIME 1:06 PM BOOK A-136 PAGE 85-87  
 FEE \$ 7.00 RECORDED AT REQUEST OF Moon Lake Electric Assn  
Manfred W. Bunker SUCHESE COUNTY RECORDER DEPUTY

AGREEMENT FOR PURCHASE OF POWER  
 PERMANENT SERVICE

This is an AGREEMENT, between MOON LAKE ELECTRIC ASSOCIATION INC.,  
 (hereinafter called the "Seller"), and Lance Witcox ROBERTA BEVERLY  
 NAME  
1357 Lorl Lane #3 Ogden, Utah 84404 c/o Roberta Beverly  
 Mailing Address  
 (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 electric power and energy which the Consumer may need at:

Area 11-7-3-34 NW $\frac{1}{4}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  Block          Lot # 303  
 TWP 4 S Range 7 W Section 3, USB&M          B & M          Utah State  
 upon the following terms:

1. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current, 1 Phase, 120/240 Voltage, 60 cycles, 10 Maximum kilowatt demand.

2. PAYMENT

A. The Consumer shall pay the Seller for service hereunder at the rate and upon the terms and conditions set forth in Schedule R attached to and made a part of this Agreement. Notwithstanding any provisions of the Schedule, however, the extension charge per ~~year~~ month, shall be \$28.00 + tax. Said Extension Charge is in addition to all customer, KWH energy, and KW demand charges as may be provided by the tariff. Said extension charges shall continue until they are reduced or eliminated by the addition of other customer(s) on the line. Notwithstanding the above, the consumer may terminate this contract by fulfilling the obligations contained in paragraph 6.

B. Extension charge and termination amount shall be adjusted based upon actual costs for line extension (materials, labor, and overhead).

C. Bills for service hereunder shall be paid at any Moon Lake Electric Association office. Bills shall be paid monthly within twenty (20) days after bill becomes due. 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.

3. CONTINUITY OF SERVICE

The Seller shall use reasonable diligence to provide a constant and 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 rights-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. EASEMENT

Consumer hereby grants to Seller a 20 foot wide easement, 10 feet on either side of the center line of the aforesaid power line, for the construction, repair and maintenance thereof. The line description may be set forth on a Grant of Easement, which Consumer agrees to execute when presented therewith by Seller. In the event that Consumer is a lessee, then this Agreement for Purchase of Power shall be conditioned upon the prior granting of such an Easement by the owner as well as the lessee.

5. INSTALLATION

The Seller agrees to construct the necessary power line to the place of use of the Consumer, and will install necessary transformer(s) and meter. The Consumer agrees to install necessary meter loop (meter base, main disconnect switch, conduits, weatherhead, conductor, and grounding as required) in accordance with Seller's specifications.

Facilities furnished by Seller remain property of Seller.

6. TERMINATION PENALTY

Should the contract be terminated by the Consumer in less than one (1) year after date of execution, the Consumer agrees to reimburse the Seller for the original installation cost of power line, transformer and meter, but not to exceed a total cost to the Consumer of \$3852.00 termination payment. In the event the Consumer uses electric power under this contract for one (1) year, but less than five years after date of execution, then the said \$3852.00 termination payment shall be reduced by twenty percent (20%) for each full year of such use. In this regard, periods of less than one full year shall not apply or be calculated. Termination amount subject to paragraph 2B. above.

7. SUCCESSION

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

8. RULES AND REGULATIONS

This Agreement shall be subject to Rules & Regulations and rates as are, or may be in force as made by proper action of State Public Utility Commission having authority in area of service.

9. This Agreement shall be withdrawn if not accepted and returned to Seller by Consumer within sixty (60) days of the following date. DATE Sept. 24, 1985

