

Jeff
Kegall
File

**AGREEMENT FOR CONSTRUCTION OF
POWER LINE FACILITIES AND PURCHASE OF ELECTRICAL SERVICE
(Subdivision-Residential)**

THIS AGREEMENT FOR CONSTRUCTION OF POWER LINE FACILITIES AND PURCHASE OF ELECTRICAL SERVICE (the "Agreement") is made effective as of the February 17, 2006, by and between James Tracy Livingston (Thunder Ridge Airpark LLC) ("Subdivider"), with a mailing address of 357 W 910 S Unit A - Heber, UT 84032, and MOON LAKE ELECTRIC ASSOCIATION, INC., a Utah nonprofit corporation, with an address of 188 West 200 North, P.O. Box 278, Roosevelt, Utah 84066 ("Company").

RECITALS:

- A. Subdivider owns that certain subdivision property described on the attached Exhibit "A" (the "Subdivision").
- B. Subdivider desires to obtain electric power and energy ("Electrical Service") from Company to benefit the Subdivision which Subdivider owns and Company.
- C. In order for Subdivider to receive Electrical Service at the Subdivision, it is necessary that power line facilities (the "Power Line Facilities") be constructed.
- D. In order for Company to construct, operate, and maintain the Power Line Facilities, an easement must be granted to Company allowing Company access to the Subdivision and other conditions must be satisfied as set forth below.

NOW, THEREFORE, Company agrees to construct the Power Line Facilities necessary for Customer to receive Electrical Service on the following terms and conditions:

AGREEMENT:

- 1. Recitals: The above recitals are an integral part of the agreement and understanding of Subdivider and Company and are hereby incorporated into this Agreement by this reference.
- 2. Payment for Construction Costs: Subdivider agrees to make payment for the costs associated with the construction of Power Line Facilities as computed below:

Estimated Cost of Power Line Facilities	\$ 143,608.00
25% Down Payment (paid by Subdivider) (subtract)	\$ 35,902.00 ✓
Amount to be Financed Over Time	\$ 107,706.00

Ent 385891 Bk A475 Pg 388
Date: 23-MAY-2006 1:56PM
Fee: \$20.00 Check
Filed By: CBM
CAROLYNE MADSEN, Recorder
DUCHESNE COUNTY CORPORATION
For: MOON LAKE ELECTRIC

See the disclosure statement attached as Exhibit "B" for important disclosures concerning the terms of the Company-provided financing, including the applicable interest rate. The amount to be financed by Subdivider under this Agreement shall be payable over a period of time not to exceed thirty-six (36) months. The amortizing payment amount will be billed to Subdivider monthly.

If the actual cost of the construction of the Power Line Facilities differs from the estimated cost indicated above, an appropriate adjustment will be made.

3. Possible Prorated Adjustment of Construction Costs: If within the five (5) years of completion of construction, other customers or customers outside of the Subdivision utilize the Power Line Facilities constructed under this Agreement, Company agrees to reimburse Subdivider a portion of the Power Line Facilities costs that benefit both Subdivider and the other users. The purpose of any such adjustment or reimbursement is to equitably compensate Subdivider for the cost of the Power Line Facilities that benefit more than one (1) parcel of property and will be calculated pursuant to Company's then existing policy, procedures and Tariff Schedule. Unless agreed otherwise, prorated refunds will only be made to the original Subdivider unless a binding agreement between the successor or assigns and the original Subdivider is executed and directs the Company specifically concerning the prorated payment. A copy of any such agreement must be furnished to the Company.
4. Payment for Electrical Service:
 - (a) Subdivider agrees that it will purchase and acquire from Company all Electrical Service which Subdivider may need at the Subdivision. Subdivider agrees to make timely payments for use of Electrical Service at the current respective rate charged for electricity as dictated by Tariff Schedule R. This tariff may be changed from time to time.
 - (b) Company may begin billing Subdivider for Electrical Service as provided herein within thirty (30) days from the date Electrical Service is available, even though Subdivider may not be utilizing Electrical Service on such date.
5. Penalty for Default in Agreement: Should Subdivider fail to make a payment within twenty (20) days of the payment due date or otherwise commit a breach of this Agreement, Company reserves the option to refuse to provide Electrical Service to new customers located within the Subdivision until Subdivider's account is brought current. Subdivider agrees to pay reasonable attorneys' fees, costs and expenses of collection after default.
6. Easement and Right of Access:
 - (a) On the Subdivision owned or controlled by Subdivider, Subdivider hereby grants to Company a 20-foot wide easement, 10 feet on either side of the center line of the Power Line Facilities, for the construction, operation, repair and maintenance thereof. The line description may be set forth on separate Grant of Easement, which Subdivider agrees to execute when presented by Company. The easement will remain in effect during the existence of the Power Line Facilities.

- (b) In the event that the Subdivision is not owned or controlled by Subdivider as of the date of this Agreement, the lessor or other land owner(s) must provide a written easement granting permission to Company to construct the Power Line Facilities. The effectiveness of this Agreement is conditioned upon the prior granting of such easement(s) by such lessor or other owner(s).
 - (c) Duly authorized representatives of the Company shall be permitted to enter the Subdivision at all reasonable times in order to carry out the provisions of this Agreement.
7. Continuity of Electrical Service: Company shall use reasonable diligence to provide a constant and uninterrupted supply of Electrical Service; but if such supply fails, is interrupted or becomes defective through an Act of God, by accident, strikes, labor troubles, war, terrorists' acts, 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 Company, Company shall not be liable for the resulting interruption in Electrical Service, or any consequences thereof.
8. Installation:
- (a) Company agrees to construct the necessary Power Line Facilities to the place of use of the Customer, and will install transformer(s) and a meter, as necessary. Customer agrees to install or cause to be installed at Customer's expense the necessary service installation equipment (meter socket, main disconnect switch, conduits, weatherhead, conductor, and grounding as required) to connect the Power Line Facilities and receive Electrical Service at the Property in accordance with Company's specifications and any requirements of governmental entities.
 - (b) If it becomes necessary for any Power Line Facilities to be placed underground, Subdivider agrees to provide all trenching, bedding and back filling, pursuant to Underground Line Trenching Specifications, at Subdivider's expense.
 - (c) All equipment lines, poles, transformers and facilities furnished by Company, including any facilities paid for by Subdivider under this Agreement, will remain the property of Company.
9. Succession: This Agreement shall be binding upon and inure to the benefit the successors, heirs, legal representatives and assigns of the respective parties hereto.
10. Term and Termination: This Agreement shall become effective upon execution by both parties, and shall remain in effect until terminated as provided in this Section 10. Provided that all obligations owing by Subdivider to Company under this Agreement have been satisfied, Subdivider may terminate this Agreement by providing Company with at least thirty (30) days' prior written notice. Following Subdivider's failure to pay (a) the monthly minimum charges required under the applicable rate tariff, (b) any additional monthly sums for electrical power usage, or (c) any other sums required under the terms of this Agreement. Company may elect, at its sole option, to retire the Power Line Facilities without notice to Subdivider, as provided in Company's Service Regulations. Upon such retirement, this Agreement shall automatically terminate.

11. Final Expression: This Agreement is the final expression of the Agreement and understanding of Company and Subdivider with respect to the transaction described above and may not be contradicted by evidence of any alleged oral agreement.
12. Withdrawal of Agreement: If this Agreement is not signed, acknowledged, and returned to Company by Customer within sixty (60) days of **February 17, 2006**, then Company, as its sole option, may withdraw its offer and decline to enter into this Agreement on the proposed terms.

THE UNDERSIGNED have executed this Agreement on the respective dates set forth below, to be effective as of the date first above written.

SUBDIVIDER:

James Tracy Livingston, a

By: _____

Printed Name: James Tracy Livingston

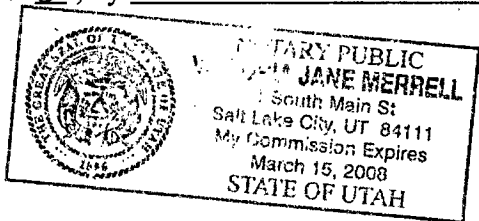
Title: _____

STATE OF Utah)

: SS.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2 day of March, 200 6, by _____.



Victoria J Merrell
NOTARY PUBLIC

Residing at: Salt Lake City

My Commission Expires:

March 2008

MOON LAKE ELECTRIC ASSOCIATION, INC.,
a Utah nonprofit corporation

By: _____

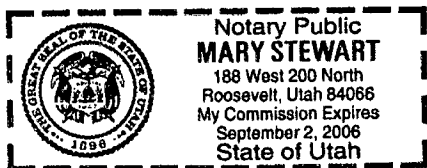
Grant J. Earl - General Manager/CEO

STATE OF Utah)

: SS.

COUNTY OF Duchesne)

The foregoing instrument was acknowledged before me this 30 day of March, 200 6, by Grant J Earl, who is the General Manager/CEO of MOON LAKE ELECTRIC ASSOCIATION, INC., a Utah nonprofit corporation.



Mary Stewart
NOTARY PUBLIC

Residing at: _____

My Commission Expires:

PROPERTY DESCRIPTION

The following described real property is located in:

County of Duchesne

State of Utah

Township 2S, Range 9W, Section 35 & 36

Base & Meridian USM

Moon Lake Map #: 9-5-35 & 36

or more particularly described as follows:

New service for baseline for Thunder Ridge Airpark Subdivision Lot #155 to #173 and Lot #192 to #231.

NOW, THEREFORE, Declarant, by this DECLARATION of Covenants, Conditions and Restrictions, does hereby declare that all the property described herein and shown as lots 155 through 231 of the Chuckwagon phase of Bandanna Ranch within sections 26, 35 and 36, Township 3 South, Range 9 West, Uintah Special Base and Meridian known herein as the Thunder Ridge Airpark Subdivision platted in Duchesne County, Utah is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.