AGREEMENT FOR ELECTRIC SERVICE TO IRRIGATION PUMP				
AGREEMENT made 9-4 1979, between MT. WHEELER POWER, INC. a Nevada corporation, (hereinaf called the "Seller") and Coopen Farms.				
corporation, () a public agency, () an association, (hereinafter called the "Consumer"), whose address is Box 29.  EUREKA NEURDA 89314				
WHEREAS, Seller will have electric power and energy available for sale at Consumer's premises as soon as certain electr lines and facilities are constructed; NOW, THEREFORE, this Agreement,				
The Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for electric power a energy sufficient to operate a horsepower irrigation pump motor at the location hereinafter described in the following terms:				
1. SERVICE CHARACTERISTICS. a. Service hereunder shall be alternating current,				
b. The Consumer agrees that the production, or use of any electric energy interconnected with the Seller's facilities these premises, regardless of the source thereof, shall be subject to the inspection, approval, and regulation of the Seller				
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During the Non-irrigation Season this service may be used only as stipulated in Rate Code I. Policy as it may be from time to time re-amended. PAYMENT. a. Consumer shall pay the Seller for services hereunder at rates and upon the terms and conditions set

- forth in Seller's Rate Code I, Irrigation Service as the same may from time to time be amended or modified. Notwithstanding any provisions of the Rate Cole, however, and irrespective of the Consumer's requirements or use, the Consumer shall pay to the Seller not less than \$ /1/63 / // , the Line Extension Minimum, or the seasonal kilowatt demand charge, or the equivalent installed horsepower charge when applicable, whichever is the greater, per Irrigation Season, for having service available hereunder, during the term hereof. However, in no case will the Seasonal Minimum Charge be less than as provided in
- b. The initial monthly billing period shall start when service becomes available to Consumer during an irrigation season, or at the time of commencement of the irrigation season next following the date Seller first makes service available to Consumer hereunder, whichever shall occur first; provided, however, that if service becomes available 30 days or more after the commencement of the irrigation season, the foregoing yearly minimum charge for the initial season shall be prorated on the basis of the ratio that the time the service is available or furnished hereunder during the initial irrigation season bears to the total time in a full irrigation season.
- Bills for service hereunder shall be paid at the offices of the Seller in Ely, or Eureka, State of Nevada, 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 fifteen (15) day period, Seller may discontinue service hereunder by giving five (5) days notice in writing to Consumer. It is expressly understood that such discontinuance of service shall not relieve the Consumer of any of his obligations under this Agreement and those documents expressly incorporated herein by reference.
- d. The Consumer agrees that, at any time, Seller may adjust the rates for service and/or service rules and regulations applicable to Consumer, as long as such adjustments are done in accordance with Pederal, State, and Local laws governing the Seller.
- e. For purposes of this Agreement, the irrigation season and the non-irrigation season shall be as defined in the irrigation rate code.
- f. The prepayment of the annual minimum seasonal charge shall be due and payable in three equal monthly installments the first three months of the irrigation season whether or not service is actually used. If the annual seasonal minimum has been prorated in the initial season, the full prepayment for the seasonal minimum shall be paid to Seller prior to connection of service. Irrigation services will be energized each season in accordance with the terms of the then current Irrigation Policy.
- g. The Seller shall make available electric power and energy hereunder on or about the date of the Consumer's request. When construction is required, service will be made available as soon as possible contingent upon the timely delivery of materials and any other force majeure as defined in paragraph 4.a. hereof.
- h. If any default be made in any installment or other payment for the seasonal minimum charge, the minimum payments for having service available or the bills for service pursuant hereto, and such default is not cured within thirty (30) days of the mailing of written notice, certified mail return receipt requested, to the last address of consumer as set forth on the books of the Seller, then, without further notice or demand, the entire unpaid balance payable and to become payable during the full term of this agreement and any accrued interest thereon, shall, at the Seller's option become immediately due and payable.
- i. In order to secure the payment of all sums due or to become due the Seller pursuant hereto, the Consumer does hereby grant to Seller a lien of the force and effect of a real mortgage upon the real property described in Attachment A, which lien shall be contingent upon, and shall attach to the lands, upon the Consumer being in default hereunder, the Seller electing to accelerate the payments due and to become due and exercising its lien rights. In the event Seller elects to accelerate pursuant to paragraph 2.h. and the Consumer does not cure said default, the Seller may further elect to establish its lien hereunder, in which case Seller shall file with the applicable county recorder a notice of Seller's elections. Pursuant hereto, Consumer does hereby, grant, bargain, sell and convey unto the Seller all the real properties described in Attachment A, together with all the improvements situate thereon, water, rights, rights-of-way, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise now or hereafter appertaining, and all rents, issues and profits thereof, as well as all fixtures no or hereafter attached to or used in connection with the premises, which conveyance is for the purpose of establishing Seller's lien rights, and is conditioned upon consumers default and Seller's election to accelerate and establish its lien hereunder. Should there be no default by Consumer under the terms hereof, during the term hereof, this conveyance shall be of no force or effect. Said lien may be foreclosed by legal proceedings under the laws of the State of Nevada or Utah, as the case may be, relating to the foreclosure or real mortgages, as the same may be from time to time amended. At anytime during the term hereof that consumer is not in default, upon the request of the consumer the Seller will acknowledge in writing the fact that no default exists and that no lien has been established.
- MEMBERSHIP. The Consumer hereby applies to MT. WHEELER POWER, INC. a Nevada, non-stock, non-profit, corporation (cooperative) for electric service to be supplied at the location herein described and for membership in the cooperative, and agrees to be bound by the Cooperative's Articles of Incorporation, By-Laws, and Rules and Regulations, as the same are now and hereafter adopted or amended.

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4. FORCE MAJEURE. a. Seller shall use all reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, however, in the event that Seller shall be rendered unable, wholly or in part, by force majeure to carry out its obligation under this Agreement, it is agreed the obligations of the Seller, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. The term "force majeure" as employed herein shall mean acts of God, strikes or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of govenment and peoples, civil disturbances, explosions, breakdown of machinery or equipment, failure, decrease and interruption of power supply, and any other causes, whether of the kind herein enumerated, or otherwise, not within the control of the Seller and which by the exercise of due diligence Seller is unable to prevent or overcome; such term likewise includes (a) in those instances where Seller is required to obtain servitudes, rights-of-way grants, permits or licenses to enable Seller to fulfill its obligations hereunder, the inability of Seller to acquire, or the delays of Seller in acquiring, after the exercise of reasonable diligence, such servitudes, rights-of-ways grants, permits or licenses, and (b) in those instances where Seller is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure permits or permission from any governmental agency to enable Seller to fulfill its obligation hereunder, the inability of Seller in acquiring, after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

b. It is understood and agreed that the settlement of strikes shall be entirely within the discretion of the Seller, and that any requirement that any force majeure shall be remedied with reasonable diligence shall not require the settlement of strikes by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the Seller.

5. SUCCESSION. This agreement shall be binding upon and inure to the benefit of the parties, hereto, their heirs, administrators, executors, successors and assigns; and to the successors in interest of the irrigated lands herein described.

6. RIGHT OF ACCESS. Consumer and owner shall grant an adequate, recordable right-of-way for the Seller's lines and

DUAC, TOCOM		PATION OF TEXAS Trustee To John W. V.
or a period of 5 years. The Cons he initial irrigation season. Service after the provisions of Rate Code I, Irrigation Service, a rom time to time be amended or revised.	sumer shall be notified of the he term of this agreement may and under the terms of the MT.	WHEELER POWER, INC., Irrigation Policy, as it may
<ol><li>CONTRIBUTION IN AID OF CONSTRUCTION.</li><li>Contribution in aid of construction in the amount</li></ol>	Prior to start of construction	n Consumer will pay to the Seller a non-refundable
10. LAND DESCRIPTION AND LOCATION OF PUMP  15, SE // Township 2-/ /  feet from the	The pump will serve , Range 536	irrigated acres located in Section(s) and the well and pump will be located  1/4 of the1/4 of Section
IN WITNESS WHERE OF, the parties have exec	used this agreement as of the	date first above written.
HT. WHEELER POWER, INC.	Coope 764	Destrict of the Than Consumer)  Bostlist Dound of Longer  John M. Corper  Wille M. Corper  Truste.  Title
ov. J Vear Dles	Pros	Truples
STATE OF NEVADA ) ) 95. COUNTY OF WHITE PINE )		
d. Dean Baker	, the duly qualified ar	peared before me a Notary Public,
above instrument.	EELER POWER, INC., a Nevant	Ann Wiss and State of Mayorda
STATE OF NEVADA )  COUNTY OF EUREKA )  SS.		White Fith a County, Mayarda Commission Expires Oct. 19, 1982
		peared before me, a Notary Public, Chny
Coopen, who ack	knowledged that he executed th	Morman Rebalati
STATE OF HEUMAN NEW MEXICO		Notary Public State of Noveda  Eugla County  My Commission Expires Oct. 3, 1979
on Dot. V.	19 79 , personally appe	ared before me, a Notary Public, John W. and d that he executed the above instrument.

## ATTACHMENT "A"

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Power, Inc.		nd Cooper FARMS	1 1
(Consumer).		, = / New y	
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Pursuar	nt to Paragra	aph 2.i. of said Agreement	to which
this Attach	ment "A" is n	made, Consumer hereby gran	ts a contingent
lien to Sell	ler on the fo	ollowing described propert	у.
The	SE1/4	of Section(s)	5
Township	2/N	, Range 53 c.	,
		Meridian, of $EVRE$	/ /
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		EUREKA COUNTY, NEVADA	WILLIS A. DePAOLI Recorder
		cile No. 70784	Feb \$ 5.00
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