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AGREEMENT FOR FLECTRIC SERVICE TO IRRIGATION PUMP

그 등 가는 회사들에 가는 사람들은 그리고 가게 되었다. 내는 그가 다른 사람들이 되었다. 그는 그는 그는 그는 그는 그는 그를 가는 것이다. 그는 그를 다른 사람들이 되었다.
AGREEMENT made 10-30 19 29. between MT. WHEELER POWER, INC. a Nevada corporation, thereinafter
called the "Seller") and James E. Georh , R an individual (s), [] a partnership, [] a
corporation, a public agency, an association, (hereinafter called the "Consumer"), whose address is
EUREKA NEVADA.
WHEREAS, Seller will have electric power and energy available for sale at Consumer's premises as soon as edrtain electric lines and facilities are constructed; NOH, THEREFORE, this Agreement,
The Seller agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for electric power and energy sufficient to operate a
1. SERVICE CHARACTERISTICS. a. Service hereunder shall be alternating current, 3 phase, sixty cycles, 480. volts.
b. The Consumer agrees that the production, or use of any electric energ, interconnected with the Seller's facilities on these premises, regardless of the source thereof, shall be subject to the inspection, approval, and regulation of the Seller.
During the Non-irrigation Season this service may be used only as stipulated in Rate Code I, and the Seller's Irrigation. Policy as it may be from time to time re-amended.
2. 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 he amended or modified. Notwithstanding any provisions of the Rate Code, however, and irrespective of the Consumer's requirements or use, the Consumer shall pay to the Seller not less than \$ 2/60 yr, 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 provated 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.
c. 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.
A. The Consumer agrees that, at any time, Seller may adjust the rates for service and/or service rules and regulations
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 Federal, State, and Local laws governing the Seller.
applicable to Consumer, as long as such adjustments are done in accordance with Federal, State, and Eder 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
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splicable to Consumer, as long as such adjustments are done in accordance with Federal, state, and Local laws your laws soller. 6. For purposes of this Agreement, the irrigation season and the non-irrigation season shall be as defined in the irrigation rate code. 6. 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 protated 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 folicy. 9. The Sellet 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.s. 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 curred within thirty (30) days of the malling of written notice, certified mall 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 suns 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 mortugate 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

- 4. FORCE MAJGURE. 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 government 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 overcone; 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 servitudes of reasonable diligence, such servitudes, or enable Seller to fulfill its obligation hereunder, the inability of Seller in acquiring, after the exercise of reasonable diligence, such servitudes, such servitudes, such servitudes
- 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
- RIGHT OF ACCESS. Consumer and owner shall grant an adequate, recordable right-of-way for the Seller's lines and facilities, and duly authorized representatives of Seller shall be permitted to enter Consumer's premises at all reasonable times in order to carry out the provisions hereof.

times in order to carry out the provisions hereof.	•	
	Jan 15 & 1150	-10-11
7. LEGAL OWNER. The legal owner of the property is an individual(s),	, a public agency, an as	ssociation, whose address is
8. TERM. This agreement shall become effective on for a period of years. The Consumer shall	the date service first becomes to be notified of the date that be	available and shall remain in effect
the initial irrigation season. Service after the term of provisions of Rate Code I, Irrigation Service, and under	this agreement may continue on	year to year basis under the
from time to time be amended or revised.		
9. CONTRIBUTION IN AID OF CONSTRUCTION. Prior to contribution in aid of construction in the amount of §		ill pay to the Seller a non-refundable
10. LAND DESCRIPTION AND LOCATION OF PUMP. The pum 2 , Township 3/4		irrigated acres located in Section(s) well and pump will be located
	rner of the1	4 of the 1/4 of Section
IN WITNESS WHERE OF, the parties have executed this	agreement as of the date first a	bove written.
SELLER: CONSUME	R:	OWNER: (If Other Than Consumer)
MT. WHEELER POWER, INC.	10 8. Geotte	$\overline{}$
BY: A. War Like BY:		ВУ:
1- recelent	TITLE	TITLE
TITLS STATE OF NEVADA J)	11120
)ss. COUNTY OF WHITE PINE)		
on November 20 19 79 J. Dean Baker	, personally appeared befor	e pe a Notary Public,
		ho acknowledged that he executed the
above instrument.		Notary Dau ANN TOLES
STATE OF NEVADA) SS. COUNTY OF THE THE)	国籍	Notery Public - State of Nevada White Pine County, Nevada commission Expires Oct. 18, 1332
76	, personally appeared before	
	that he executed the above instr	*
	J. Homa	Kabaloati.
STATE OF NEVADA		Rotary Public
) ss. COUNTY OF WHITE PINF)		America Oct. 3
On	, personally appeared before a . who acknowledged that he exc	
	who acknowledged that he exe	tuttu the above institueent.

ATTACHMENT "A"

Agreement for Ele	ectric Service to Irrigation Pump dated
16.30	197 🗲 , between Mt. Wheeler
	and James B. Groth.
(Consumer).	
Pursuant to Para	graph 2.i. of said Agreement to which
this Attachment "A" i	s made, Consumer hereby grants a contingent
lien to Seller on the	following described property.
The	of Section(s) 3,
Township211v	, Range <u>ა~შ</u> ან,
Bench a	nd Meridian, of <u>EUREKA</u>
County, State of	1/64
/ / 714	
Decemb	THE REQUEST OF Mt. Wheeler Power, Inc. er 12, 1979, at 47 mins. past 11 A.M. In
100 Took 77	of OFFICIAL RECORDS, page 2-4 RECORDS OF
FUREKA COU	NTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 714	80 F € 5.00
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Revised 4/79

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