

AGREEMENT made 10-30 19 72, between MT. WHEELER POWER, INC. a Nevada corporation, (hereinafter called the "Seller") and James E. Groth, ☒ 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 certain electric lines and facilities are constructed; NOW, THEREFORE, this Agreement,

WITNESSETH

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 100 horsepower irrigation pump motor at the location hereinafter described in the following terms:

1. SERVICE CHARACTERISTICS. a. Service hereunder shall be alternating current, 3 phase, sixty cycles, 980 volts.

b. The Consumer agrees that the production, or use of any electric energy, 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 be 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 \$ 2160 1/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 Rate Code I.

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.

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.

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.

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 now 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 consumer's 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.

3. 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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Notary Public

ATTACHMENT "A"

Agreement for Electric Service to Irrigation Pump dated
10-30 1979, between Mt. Wheeler
Power, Inc. (Seller), and JAMES R. GROTH,
(Consumer).

Pursuant to Paragraph 2.i. of said Agreement to which
this Attachment "A" is made, Consumer hereby grants a contingent
lien to Seller on the following described property.

The W 1/2 of Section(s) 2,
Township 21N, Range S-3E,
Bench and Meridian, of EUREKA
County, State of NEV.

71480

RECORDED AT THE REQUEST OF Mt. Wheeler Power, Inc.
on December 12, 1979 at 47 mins. past 11 A.M. In
Book 77 of OFFICIAL RECORDS, page 2-4, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 71480 Fee \$ 5.00

Revised 4/79

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