

181730

**AGREEMENT FOR ELECTRIC SERVICE AND LINE EXTENSION**  
**(SUBDIVISION)**

THIS AGREEMENT FOR ELECTRIC SERVICE AND LINE EXTENSION is made and entered into this 5 of JUNE, 2002, by and between MT. WHEELER POWER, INC., a Nevada Corporation, of PO Box 10, Ely, Nevada 89301 hereinafter referred to as "Mt. Wheeler Power" and **TOM BUFFINGTON, PO BOX 243, EUREKA, NV 89316-0243** hereinafter called "Applicant", as follows:

1. Applicant hereby applies to Mt. Wheeler Power for electric service to be supplied at the location hereafter described and agrees to be bound by Mt. Wheeler Power's Articles of Incorporation, laws and Rates, Rules and Regulations, as the same are now in effect and hereinafter acted or amended.
2. In accordance with the Rates, Rules and Regulations of Mt. Wheeler Power, and any amendments hereto, Mt. Wheeler Power shall sell and deliver to the individual consumers within the residential development, residential subdivision, apartment complex or mobile home park (hereinafter referred to as the "development") and said individual consumers shall purchase all the electric power and energy which they may need at the location hereinafter described.
3. Applicant hereby makes this application for electric service at the following development owned or controlled by the Applicant and located at <PARCELS 1A1 & 1A2, WEST 10<sup>TH</sup> St.> in the City of EUREKA, State of NEVADA, for the purpose of serving <2> TWO individual units or lots within said development. This service shall be <1> single phase, <3> three wire, <60> sixty hertz and at <120/240> volts.
4. Service shall be contingent upon Mt. Wheeler Power obtaining the necessary easements and rights of way for the said extension and Applicant's compliance with the terms and conditions of this Agreement.
5. Mt. Wheeler Power shall be responsible for furnishing, installing, splicing and terminating all wire, cable, electrical hardware, transformers and other appurtenances incident to the underground overhead line extension to the point of secondary voltage delivery as defined by Mt. Wheeler Power. All of these costs attributable to Mt. Wheeler Power's discharge of its aforesaid responsibility shall be included in the estimate upon which an advance by the Applicant shall be required. Said estimated construction cost is \$ 6,709.00.
6. The estimated costs of construction shall be paid by Applicant prior to Mt. Wheeler Power starting construction. Construction costs advanced by the Applicant shall not bear interest.
7. The amount of the cost of construction advanced, or any portion thereof, shall be subject to refund with interest during a period not to exceed (5) five years from the date of the Agreement on the following basis:
  - A. When a permanent residential building on a lot within the development is occupied by a bona fide utility customer (s), being served by Mt. Wheeler Power, Mt. Wheeler Power will refund a portion of the advance total cost, pro-rated on the total defined number of lots and /or residential units within the development. The maximum amount refundable per lots and/or residential units for any development for permanent residential consumers will be the amount established (as described in Rule 9) for the calendar year prior to construction of the residential development

3,354.50

9. Applicant agrees to furnish to Mt. Wheeler Power, upon demand therefore, whether contemporaneously herewith or subsequent to the execution hereof, a perpetual right-of-way and/or easement for said power line extension over the lands owned or controlled by the Applicant. Authorized representatives of Mt. Wheeler Power shall be permitted to enter the consumer premises at all times in order to carry out the provisions hereof.
10. Neither the Applicant nor any consumers shall sell electric power and energy purchased hereunder.
11. This contract shall, at all times, be subject to such changes or modifications as may be required by a regulatory agency exercising jurisdiction over Mt. Wheeler Power.
12. In the event Applicant or Mt. Wheeler Power defaults in any payment due hereunder or in the performance of any of the covenants or agreements contained herein, and the other party is required to bring legal action, the prevailing party shall be entitled to all costs, charges, expenses and fees, including reasonable attorney fees incurred in connection therewith.
13. Mt. Wheeler Power shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through Acts of God, governmental authority, acts of the elements, public enemy, accidents, strikes, labor trouble, required maintenance work, inability to secure rights-of-way or easements, or any other cause beyond the reasonable control of Mt. Wheeler Power, Mt. Wheeler Power shall not be liable therefore or for any damages caused thereby.
14. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Applicant and Mt. Wheeler Power.
15. All notices to be given under this Agreement shall be mailed, certified mail, return receipt requested, and delivered, to Mt. Wheeler Power, Inc., at P.O. Box 1110, 1600 Great Basin Blvd., Reno, Nevada 89301; and, to the Applicant at the address for Applicant as set forth by Applicant's signature at the end of this Agreement.
16. Failure of either party to enforce any of the provisions of this Agreement shall not be construed as waiver, or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
17. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds a provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
18. This lease shall be construed in accordance with the laws of the State of Nevada. Venue for any dispute under the terms of this Agreement, shall be in White Pine County, State of Nevada.
19. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, oral or written. This Agreement may only be modified or amended in writing, if both parties to this Agreement sign the writing.

APPLICANT:

Applicant's Business Name

Aaron Bunting  
Applicant's Signature

P.O. Box 43  
Eureka, NV 9316

Address of Applicant

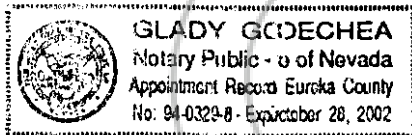
STATE OF Nevada

COUNTY OF Eureka

This instrument was acknowledged

before me on May 3, 2002

by Aaron Bunting  
Glady Goodechea  
Notary Public



SW  
Received by Billing Department

Location

Rev 12/14/01  
jrm/gw

UTILITY:

Mt. Wheeler Power, Inc.

Jesse Murdock  
Mt. Wheeler Power Representative  
Eng. Manager  
Title

Work Order No. 4-2-133

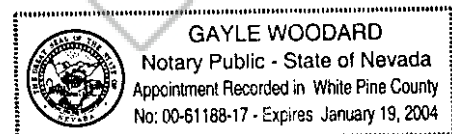
STATE OF NEVADA

COUNTY OF White Pine

This instrument was acknowledged

before me on May 31, 2002

by Jesse Murdock  
Gayle Woodard  
Notary Public



Account #

sub contract