

BOOK 374 PAGE 238-241
OFFICIAL RECORDS
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Mt. Wheeler Inc
2004 FEB -3 PM 5:04

EUREKA COUNTY, NEVADA
M.N. REBELEATI, RECORDER
FILE NO. FEES 17.00

185186

AGREEMENT FOR ELECTRICAL SERVICE AND LINE EXTENSION
(PERMANENT SERVICE/MINIMUM USE)

THIS AGREEMENT, made and entered into this 3RD day of Nov., 2003, between **MT. WHEELER POWER, INC.**, a Nevada corporation, hereinafter called "Mt. Wheeler Power", and **GALEN BYLER**, hereinafter called "Applicant".

Mt. Wheeler Power and the Applicant hereby agree as follow:

1. The Applicant hereby applies to Mt. Wheeler Power for electric service to be supplied at the location herein and agrees to be bound to Mt. Wheeler Power's Articles of Incorporation, Bylaws and Rates, Rules and Regulations, as the same are now in effect or as and hereafter adopted or amended.
3. Applicant agrees to abide by Mt. Wheeler Power's regulations and policies in regard to the connection of the Applicant's electrical facilities to Mt. Wheeler Power's facilities. Applicant agrees that Mt. Wheeler Power shall have the right to inspect Applicant's facilities to insure they comply with Mt. Wheeler Power's regulations and policies which are applicable to health, safety and welfare codes, as well as local, state and federal laws and regulations.
4. This application is for permanent service at the following described property owned or controlled by the applicant, located in the County of EUREKA, State of NEVADA, to wit: DIAMOND VALLEY for the purpose for serving 'DIAMOND VALLEY REPAIR' SHOP. The service shall be <1> SINGLE phase, <3> THREE wire, <60> sixty hertz and at <120/240> volts.
4. In order to provide such service, it will be necessary for Mt. Wheeler Power to extend their electrical lines (an estimated 95 feet) and provide other facilities at a total estimated construction cost of \$ 2,864.00 of which \$ -0- is refundable.
5. The estimated cost of preliminary engineering services is \$ -0-.
6. The service shall be contingent upon Mt. Wheeler Power obtaining or being provided with the necessary easements and right-of-ways for said line extension and the Applicant's compliance with the terms and conditions of this Agreement.
7. The cost of the line extension shall be the total of all necessary expenditures including all construction and related costs. The design and routing shall be at the option and discretion of Mt. Wheeler Power.
8. The estimated cost of construction of the line extension and facilities, a portion of the cost of the line extension that Mt. Wheeler Power may bear, if any, and the cost of the line extension to be paid by the Applicant shall be determined by Mt. Wheeler Power's Engineering Department, in accordance with Mt. Wheeler Power's Rules, Regulations and Rule No. 9.

9. The Applicant's non-refundable contribution in aid to construction shall be \$ -0-.
10. The minimum bill shall be <\$ 59.67> per month for <48> months. Applicant hereby agrees and guarantees payment of that monthly minimum bill.
11. This Agreement shall become effective on the date above written and shall remain in effect for <48> months following the date that service is available to the Applicant.
12. In the event the cost of such extension and facilities exceed the above estimated cost, the Applicant agrees to pay Mt. Wheeler Power the amount of such excess within (10) ten days of presentation of a statement therefor. In the event the estimated costs exceeds the cost of such extension Mt. Wheeler Power will refund such excess payment, or release the excess bond proceeds, if any, to the Applicant upon completion of the work. Refund and minimums shall be adjusted to and be based upon actual costs.
13. The line extension provided for herein and all facilities appurtenant thereto shall be the property of Mt. Wheeler Power and will be maintained at Mt. Wheeler Power's expense. The Applicant shall never assail Mt. Wheeler Power's title thereto.
14. Monthly revenues received by Mt. Wheeler Power from electric energy sales from said line extension and facilities may constitute part, or the Applicant's entire monthly minimum bill guarantee for said line extension. Such monthly revenues shall not carry over to the following month.
15. The Applicant agrees to furnish Mt. Wheeler Power, upon demand therefore, whether contemporaneously with or subsequent to the execution hereof, a perpetual right-of-way and easement for said power line extension over the lands owned or controlled by Applicant. Duly authorized representatives of Mt. Wheeler Power shall be permitted to enter the Applicant's premises at all times in order to carry out the provision hereof.
16. The Applicant shall not resale electric power or energy purchased hereunder.
17. The contract, shall, at times, be subject to such changes or modifications required by any regulatory agency of Mt. Wheeler Power as said agency may from time to time direct in the exercise of their jurisdiction.
18. If the Applicant shall fail to make any payment required when such payment is due, Mt. Wheeler Power may discontinue service to the applicant and such discontinuance of service shall not relieve the Applicant of any of their obligations under this Agreement.
19. If any default be made in the payment of any sum due hereunder, or termination of the agreement is not satisfied within (10) ten days of the date of mailing of written notice, certified mail return receipt requested to the last address of Applicant as set forth on the books of the Utility, then without further notice or demand, the total balance due pursuant hereto and any accrued interest thereon shall, at Mt. Wheeler's option, become immediately due and payable. In the event suit is instituted, the prevailing party shall be entitled to their attorney fees and court costs.
20. Mt. Wheeler Power shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electrical power and energy shall fail or be interrupted, or become defective through an act of God, Governmental authority, action of the elements, public enemy, accident, vandalism, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Mt. Wheeler Power. Mt. Wheeler Power shall not be liable therefore or for the damages caused thereby.

21. The initial billing period shall start on the first day that service is available. Per Policy No. 6.6, all bills for service are due and payable within (15) fifteen days from the date of the bill and shall be paid at any Mt. Wheeler Power, Inc. office, or its headquarters located at P.O. Box 151000, 1600 Great Basin Blvd., Ely, Nevada 89315.
22. The Applicant shall pay Mt. Wheeler Power for service hereunder at the rate and upon the terms and conditions set forth in Rate Schedules as amended from time to time.
23. 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.
24. The Applicant agrees to and does hereby grant a lien on the Applicant's real property, hereinafter described, to Mt. Wheeler Power as security for the payment of the minimum bill of \$ 59.67 per month for <4> FOUR years as set forth above. In the event that applicant defaults in the payment of the minimum bill then Mt. Wheeler shall have a right to immediately record this agreement in the county where the real property is located and foreclose its lien in the same manner as provided for the foreclosure of mechanic's and materialmen's liens in chapter 108 of the Nevada Revised Statutes. Said lien is hereby granted on that certain real property and improvements located in the County of EUREKA, State of NEVADA and more particularly described as follows:

A portion of Sec.2, T22N, R54E M.D.B.&M. APN 007-440-10

TOGETHER WITH all building and improvements located thereon.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, or of any part thereof.
25. All notices to be given under this Agreement shall be mailed, certified mail, return receipt requested, or hand delivered, to Mt. Wheeler Power, Inc., at P.O. Box 151000, 1600 Great Basin Blvd., Ely, Nevada 89315; and, to the Applicant at the address for Applicant as set forth by Applicant's signature at the end of this Agreement.
26. 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.
27. 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 is so limited.
28. 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.
29. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate.

APPLICANT:

Diamond Valley Repair
Applicant's Business Name

Salon F. Byler
Applicant's Signature

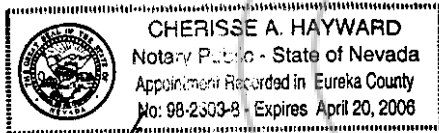
Address of Applicant

STATE OF Nevada

COUNTY OF Ormsby

This instrument was acknowledged
before me on October 27, 2003

by Salon F. Byler
Cherisse A. Hayward
Notary Public



SW
Received by Billing Department

5204511
Location

Rev 10/10/03
jrm/gw
act # 25310

UTILITY:

Mt. Wheeler Power, Inc.

Shellee Watts
Mt. Wheeler Power Representative

SR Billing Coordinator
Title

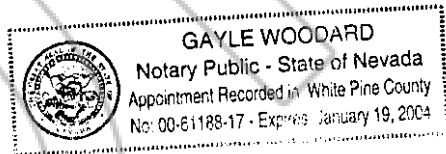
Work Order No. 403051

STATE OF NEVADA

COUNTY OF White Pine

This instrument was acknowledged
before me on Nov. 3, 2003

by Shellee Watts
Gayle Woodard
Notary Public



Account #