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FILED FOR RECORDING  
AT THE REQUEST OF

Lincoln County  
Power Dist.

APR 15 1942

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TD

Electric service and line Extension Agreement

COPY



1 hereto to include all costs incurred by the District to obtain rights-of-way and easements, to  
2 design the necessary facilities, to procure materials for the necessary facilities, and to construct  
3 the necessary facilities. The Customer understands that the cost quoted herein is an estimate  
4 only. The actual cost to construct the necessary facilities may differ from the estimate and shall  
5 be recorded in the books and records of the District.  
6

7 **6. RESPONSIBILITY FOR CONSTRUCTION COSTS:** In accordance with  
8 Section 8 of the District's Regulations, the Customer shall fund the District's entire cost to  
9 construct the facilities necessary to provide electric service to the Customer. Funding by the  
10 Customer shall be provided in the form of an initial construction payment and a monthly facility  
11 charge in accordance with the District's *Retail Financing Policy No. 96-1R*.  
12

13 **7. INITIAL CONSTRUCTION PAYMENT:** If the estimated cost of construction  
14 is greater than the amount of financing the District will provide to the Customer as set forth  
15 herein, the Customer shall provide the District with an initial construction payment equalling the  
16 difference between the estimated cost of construction and the amount of financing to be provided  
17 by the District. Based upon the estimated cost of construction, the initial construction payment  
18 shall be \$0.00. If an initial construction payment is required, the District  
19 shall not initiate activities related to the construction of the necessary facilities until such time  
20 as the Customer provides the District with a cashier's check or money order made payable to  
21 the Lincoln County Power District No. 1 in an amount equal to the initial construction payment.  
22

23 **8. ACTUAL COST OF CONSTRUCTION:** Adjustments to the amount of  
24 funding provided by the Customer in the form of the initial construction payment may be  
25 required during or after completion of all work associated with the Customer's service request  
26 to reflect the true and actual costs of construction as entered in the books and records of the  
27 District. If the actual cost is less than the estimated cost to construct the necessary facilities,  
28 the District will refund the difference to the Customer within thirty (30) days after completion  
29 of the work. Interest shall not be provided on refunds. If the actual cost is greater than the  
30 estimated cost to construct the necessary facilities, the Customer shall pay the difference to the  
31 District in the form of a lump sum payment.  
32

33 **9. MONTHLY FACILITY CHARGE:** In accordance with the District's *Retail*  
34 *Financing Policy 96-1R*, the District agrees to finance \$2485.97  
35      on behalf of the Customer towards the cost to construct the facilities necessary to provide  
36 electric service to the Customer. Financing provided by the District shall be repaid by the  
37 Customer to the District as a monthly facility charge in the amount of \$200.00  
38     , which amount shall be in addition to the Customer's bill for electric service from the  
39 District. The monthly facility charge represents the principal and interest, calculated at 5% (five  
40 percent) per annum on the unpaid principal, that is necessary to repay the District ~~over a ten~~  
41 ~~(10) year period~~. The Customer shall be obligated to pay the monthly facility charge each and  
42 every month, including those months that the Customer does not consume any electric energy,  
43 until financing provided by the District has been repaid. The above stated monthly facility  
44 charge may be adjusted in accordance with the District's *Retail Financing Policy 96-1R* if  
45 additional customers are served from the facilities constructed to serve the Customer.

1           **15. RIGHT-OF-WAY EASEMENT:** The owner in fee to all property upon which  
2 the facilities to be constructed by the District hereunder are located, must grant an easement to  
3 the District without cost in accordance with the District's standard *Grant of Right-Of-Way*  
4 *Easement*. The District shall conduct all necessary surveys and shall prepare all necessary plot  
5 plans to record the easement. The easement shall be of the dimensions and in the approximate  
6 locations as shown on the attached sketch. Should the District be unable to obtain an easement  
7 for the facilities necessary to render electric service to the Customer, then the District shall be  
8 released of all obligations hereunder.

9  
10           **16. REMOVAL OF FACILITIES:** Should the Customer request the District  
11 remove or relocate any or all of the facilities constructed hereunder, the cost to remove or  
12 relocate any such facilities shall be borne entirely by the Customer.

13  
14           **17. RULES AND REGULATIONS FOR ELECTRIC SERVICE:** Construction  
15 of the necessary facilities, financing provided by the District and electric service rendered to the  
16 Customer by the District shall be subject to the District's Regulations and *Retail Financing*  
17 *Policy 96-1R*, as well as adopted Polices and Resolutions of the District, Current Rate Schedules,  
18 Easement Grants and this written Agreement between the District and the Customer.

19  
20           **18. TERM:** The Customer agrees to purchase electric power from the District under  
21 this Agreement for a period of ten (10) years following the date of completion for the necessary  
22 facilities to serve the Customer.

23  
24           **19. CONDITIONS TO CLOSING:** This Agreement must be accompanied by (1)  
25 cash, cashier's check or a money order in an amount equal to the facility charge security  
26 deposit, and (2) a cashier's check or money order in an amount equal to the initial construction  
27 payment, all as specified herein. This Agreement shall not become effective until the necessary  
28 funds have been properly credited to the accounts of the District.

29  
30           **20. CANCELLATION:** Should the Customer fail to provide to the District, on or  
31 before \_\_\_\_\_, the facility charge security deposit and the initial construction  
32 payment required herein, any obligation of the District to construct facilities and/or to render  
33 electric service to the Customer pursuant to the terms and conditions of this Agreement shall  
34 cease. Such cancellation of this Agreement shall not constitute a waiver and shall not terminate  
35 the District's legal right to collect all amounts owed by the Customer to the District.

36  
37           **21. INDEMNIFICATION:** The Customer agrees to indemnify, save, and hold the  
38 District free and harmless from any and all liability, loss, damage, cost or expense, including  
39 reasonable attorney's fees arising out of, connected with, or related to any claim by the  
40 Customer or any third party claiming through the Customer, which arises in any manner as a  
41 result of the electric service or the construction of facilities provided under this Agreement, or  
42 any other provision of this Agreement.

43  
44           **22. ASSIGNMENT:** This Agreement shall bind and inure to the benefit of the  
45 Parties hereto, their successors and assigns, but the Customer shall not assign any of the

1           **10. FACILITY CHARGE SECURITY DEPOSIT:** In accordance with District's  
2 *Retail Financing Policy 96-1R*, and subject to refund in accordance thereto, the Customer shall  
3 make a deposit with the District to secure payment for the monthly facility charge. The deposit  
4 provided by the Customer shall be \$0.00, as determined pursuant  
5 to the District's *Retail Financing Policy 96-1R*. The deposit shall be made in the form of cash  
6 payment, cashier's check or money order made payable to the Lincoln County Power District  
7 No. 1. The District shall not commence construction of the necessary facilities to serve the  
8 Customer until such time as the proper amount and type of deposit has been received.  
9

10           **11. TERMS AND CONDITIONS FOR PAYMENT:** Monthly invoices for  
11 financing provided to the Customer shall be included with the Customer's bill for electric  
12 service. The amount of the invoice shall be due and payable upon presentation and payment  
13 may be mailed, or may be made in person to the District's main office in Caselton-Pioche,  
14 Nevada. Payments made by mail shall be considered delinquent if not mailed and postmarked  
15 within twenty (20) calendar days following the billing period. Payments made in person shall  
16 be considered delinquent if not received in the District's main office within twenty-five (25)  
17 calendar days following the billing period.  
18

19           **12. FAILURE TO MAKE MONTHLY PAYMENTS:** Should the Customer, at  
20 any time or for any reason, fail to provide the District with the required monthly payment, the  
21 Customer shall be considered in default. Upon default by the Customer, the District shall  
22 provide the Customer with written notice of the default. The Customer shall have ten (10) days  
23 to cure such default. In the event such default is not cured within the prescribed time, the  
24 District shall have the right to any or all of the following remedies (1) to deduct the amount due  
25 and payable from the electric service deposit and/or the facility charge security deposit, (2) to  
26 request immediate payment of the entire unpaid principal owed to the District by the Customer  
27 for construction of facilities, (3) to terminate electric service to the Customer, and (4) to exercise  
28 all other remedies available to the District at law or equity.  
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30           **13. CUSTOMER REQUESTED CONSTRUCTION CONSIDERATIONS:** The  
31 following Customer requested considerations shall apply to the District's construction of the  
32 necessary facilities to provide electric service to the Customer:  
33

- 34           1.
- 35           2.
- 36
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39           With the exception of the above expressly listed special conditions, construction of  
40 the facilities necessary to provide electric service to the Customer shall be in a manner  
41 convenient to the District, as solely determined by the District.  
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43           **14. OWNERSHIP OF PROPERTY:** It is understood and agreed by the Customer  
44 that all facilities constructed or caused to be constructed by the District in order to provide  
45 electric service to the Customer shall be and shall remain the sole property of the District.  
5

1 Customer's rights under this Agreement without obtaining the prior written consent of the  
2 District, which shall not be withheld unreasonably.  
3  
4

5 **IN WITNESS WHEREOF**, the Parties hereby enter into this Agreement as of the  
6 day and year first written above.  
7  
8

9 **LINCOLN COUNTY POWER DISTRICT NO. 1**

10  
11 By *Sijet Stoyel*  
12 Its Manager  
13

14  
15  
16  
17 **CUSTOMER NAME**

18 By *D. Thomas*  
19 Its \_\_\_\_\_  
20  
21

22 **ATTEST**  
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