

AGREEMENT FOR ELECTRIC SERVICE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____

Norman Mudloff individually or jointly agree to pay to the NIOBRARA VALLEY ELECTRIC MEMBERSHIP CORPORATION, O'Neill, Nebraska, the minimum amount of \$ 9.00 per connected horse-power annually (\$ 9.00 X 106) or \$ 954.00 for a period of 5 years and thereafter until cancelled by either party giving 90 days notice in writing. For the above consideration the NIOBRARA VALLEY ELECTRIC MEMBERSHIP CORPORATION will make available electric service to a point of delivery to operate the irrigation system. The above minimum payments are to be made annually whether or not any use is made of the electric service. The electric service will be furnished at the appropriate rate schedules and above minimum payments will apply on the electric bills.

The undersigned agrees that all costs of overhead or underground facilities from the corporation's point of delivery to the irrigation pump shall be the obligation of the owner.

The undersigned further agrees that this agreement shall constitute a lien on the following described lands for the period of the contract: A Part of the North Half Section of one (1) Township Twenty Eight (28) North and Range Eleven (11) West of the 6 p.m. Holt County, Nebraska.

It is further understood and agreed to that a contribution in aid of construction will be required as follows: 65¢ per foot for all line beyond 5,280'. Contribution must be paid prior to construction of service. (1160' X 1.30 = \$1,508.00) And that his heirs or assigns shall be bound by this agreement.

When this agreement is accepted by the NIOBRARA VALLEY ELECTRIC MEMBERSHIP CORPORATION, it agrees to construct, maintain, and operate an electric transmission system to make electric service available to the above lands and to furnish electric service as per its rules, regulations and rate schedules for irrigation service.

It is further understood that all poles, wires and appurtenances installed by the Corporation shall remain the property of the Corporation and that necessary right-of-way is provided to the Corporation for its purposes.

IN WITNESS OF THE ABOVE, the undersigned have set their hands this 27 day of April, 1976.

WITNESS: Norman Mudloff

STATE OF NEBRASKA)
) SS
COUNTY OF Holt)

Now on this 27 day of April, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Norman Mudloff personally known to me to be the identical person or persons whose name or names are affixed to the foregoing agreement, and who acknowledge that they executed the same to be their own voluntary act and deed.

Witness my hand and seal on the day and year last above written.

GENERAL NOTARY - State of Nebr.
EVA LAMASON
My Comm. Exp. Jan. 6, 1980

Eva Lamason
Notary Public
My commission expires Jan 6, 1980

STATE OF NEBRASKA FILED FOR RECORD
HOLT COUNTY, ss.
Mo. May Day 19 1976
At 3 O'Clock P.M. Recorded
in Book 53 of Records
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Ray Rogers COUNTY CLERK
Dean Burt CHIEF CLERK

SEAL

53-276