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THE UNDERSIGNED AUTHORITY HEREBY CERTIFIES THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL.

LONE STAR ABSTRACT & TITLE CO., INC.

BY [Signature]

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AGREEMENT NUMBER 570-1

TEXAS ELECTRIC SERVICE COMPANY		AGREEMENT FOR UNDERGROUND DISTRIBUTION FACILITIES	
CUSTOMER NAME Citizens Savings & Loan Association Meadowpark		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> OTHER (Specify) Association	DATE PREPARED August 8, 1979 AMOUNT OF PAYMENT \$17,788.00
CUSTOMER MAILING ADDRESS 1100 Andrews Highway P. O. Box 4217 Midland, TX 79701			PAYMENT DATE Aug. 13, 1979

LEGAL DESCRIPTION OF PROPERTY WHERE UNDERGROUND DISTRIBUTION FACILITIES WILL BE INSTALLED
Meadowpark Addition; Section 1, Lots 1 - 47, Block 1, Midland, Texas, being a Subdivision of 18.882 acres of land in Section 2, Block "X", N. P. Hilliard Survey, Midland County, Texas.

There are forty-seven (47) lots in Phase I of Meadowpark.

1. Texas Electric Service Company agrees to install, own, operate, and maintain underground electric distribution facilities necessary to provide 120/240 volt, single phase, underground electric service to the property described above and as shown on the sketch marked Exhibit 1, attached hereto and made a part hereof.
2. In consideration of company's agreement to make an investment in underground distribution facilities in lieu of standard overhead distribution facilities, customer agrees to pay company the amount specified above within thirty days after the payment date specified above. Customer understands and agrees that company will not begin construction of said facilities until after payment has been made, and further understands that company, at its option, may terminate this agreement by written notice to customer if payment is not received within said period of time.
3. Company agrees to schedule its material acquisition and construction work to coincide with customer's development of his property insofar as it is reasonably practicable. Company, however, is not liable for loss or injury caused by delay or failure to install the distribution facilities necessary to serve customer because of delay in receiving shipments of required material, orders, or formal requests of governmental agencies, acts of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, or any other causes reasonably beyond control of company.
4. Company at all times has title to, and complete ownership and control of, the underground facilities installed under this agreement and has the right to use such facilities in serving other customers. If and when such facilities are no longer required to provide electric service hereunder, company may at its option either remove or abandon such facilities in whole or in part on customer's premises and leave them in place with title thereto passing to customer.
5. Customer hereby grants to company easements as shown on Exhibit 1, according to the terms and conditions outlined in Exhibit 2, attached hereto and made a part hereof, for the purpose of installing electric distribution facilities and/or street lights, and further agrees to grant to company, at no cost, any additional easements which may be required in the future for construction of additional underground distribution facilities and/or street lights. Customer further agrees (1) that company may install above ground transformer and pedestals at points selected by company, (2) to bear all expense associated with the removal, relocation, and replacement of fences, plants, trees, structures, or other objects located in easements specified herein when such removal, relocation, or replacement is required in order for company to operate and maintain its facilities, (3) to include in the instrument covering the conveyance of the land on which such easements are located a provision under which company will have access at any time to any and all of the distribution facilities installed hereunder for the purpose of construction, operation, repair, and maintenance, and (4) to permit company the right to use so much of the lands adjoining such easements as may be reasonably necessary to accommodate needed equipment and machinery to trim or remove trees or other obstructions which are so close to such easements as to interfere with the operation, repair, construction, reconstruction, or maintenance of company's facilities.
6. Customer agrees (1) to inform all other parties having a right to construct underground facilities in said easement as to the location of company's underground electric facilities, (2) to establish final or sub-grade before construction begins, (3) to make no change in the final or sub-grade of the surface within the easement without prior written consent of company, (4) to bear any expense associated with lowering or relocating electric facilities occasioned by changes in grade or sub-grade not requested by company, and (5) that overhead facilities may in the future be constructed adjacent to property covered herein on property not covered by this agreement.
7. Company agrees, as houses are constructed on property covered herein, to install the necessary service laterals to connect such houses to company's underground distribution facilities. Customer hereby grants to company an easement and right-of-way to install, maintain, operate, and remove such service laterals as company deems proper to serve any improvements located on such property. Customer further agrees, upon request of company, to grant such easements at no cost to company according to the terms and conditions outlined in Exhibit 2. Customer also agrees to install at his cost the necessary conduit and insulating conduit bushing, collectively called the raceway, to accommodate the service lateral from a point underground to the terminal box as shown on Exhibit 2, attached hereto and made a part hereof. Said raceway will always be extended by customer a minimum distance of six inches beyond any concrete or paved surface adjacent to the improvement being served and/or in the path of the service lateral, and at a minimum depth of twenty-four inches.
8. This agreement inures to the benefit of and is binding upon the respective heirs, legal representatives, successors, and assigns of customer and company, and is not binding until executed by customer and company.

Approved As To Form

CANTREY, HANGER, GOOCH, MURIN & COLLINS

ACCEPTED BY TEXAS ELECTRIC SERVICE COMPANY	SIGNATURE <u>[Signature]</u> F. R. MOHRER TITLE GENERAL COMMERCIAL MANAGER DATE SIGNED SEP 26 1979	SIGNATURES OF CUSTOMER	CORPORATE OFFICER (OWNER) <u>[Signature]</u> John S. Phipps CORPORATE OFFICER'S TITLE (OWNER'S SPOUSE) Vice-President DATE SIGNED 8/13/79
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THE STATE OF TEXAS

COUNTY OF MIDLAND

ACKNOWLEDGMENT OF CORPORATE OFFICER

I, Betty Lutke, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John S. Phipps, Vice President (Name and Title), known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Citizens Savings & Loan Association (Name of Corporation) a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of August A.D. 19 79 (Betty Lutke)
Midland County, Texas.

EASEMENT **EXHIBIT 2**

THE STATE OF TEXAS

COUNTY OF _____

THIS

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of \$1.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, to us in and from **TEXAS ELECTRIC SERVICE COMPANY**, manufacturer of Electric Company, with hereby grant, bargain, sell and convey unto said Electric Company an easement and right-of-way for the transmission, reconstruction, maintenance, operation and removal of an underground electric distribution system over, across and under these certain lands described as:

SAMPLE
DO NOT COMPLETE

together with the right of ingress and egress there and upon and adjacent thereto and over and across the owner's adjoining premises for the purpose of construction, reconstruction, maintenance, operation or removal of an underground electric distribution system, and the right of ingress and egress on the lands immediately adjoining this easement (this right of ingress and egress to be exercised by appropriate means and machinery in the construction or reconstruction of such easement, together with the right to stop at any time on such lands, whether or not such lands are in the immediate vicinity of such easement) as may be necessary in the performance of Electric Company to install the same, reconstruction, reconstruction, maintenance or repair of lines and providing therefor that should Electric Company be compelled to construct on the premises covered by such easement, reconstruction, maintenance or removal of said underground electric distribution system.

Grantor agrees to release all other parties having or claiming an interest in the premises herein described to the extent of the easement herein granted and no charge shall be made in the final grade of the surface within the easement area without the prior written consent of Electric Company. Should any change in grade require the lowering of electric lines or other obstructions on easement within an easement, such lowering or condition shall be at the expense of the party proposing to change such grade or condition within the easement.

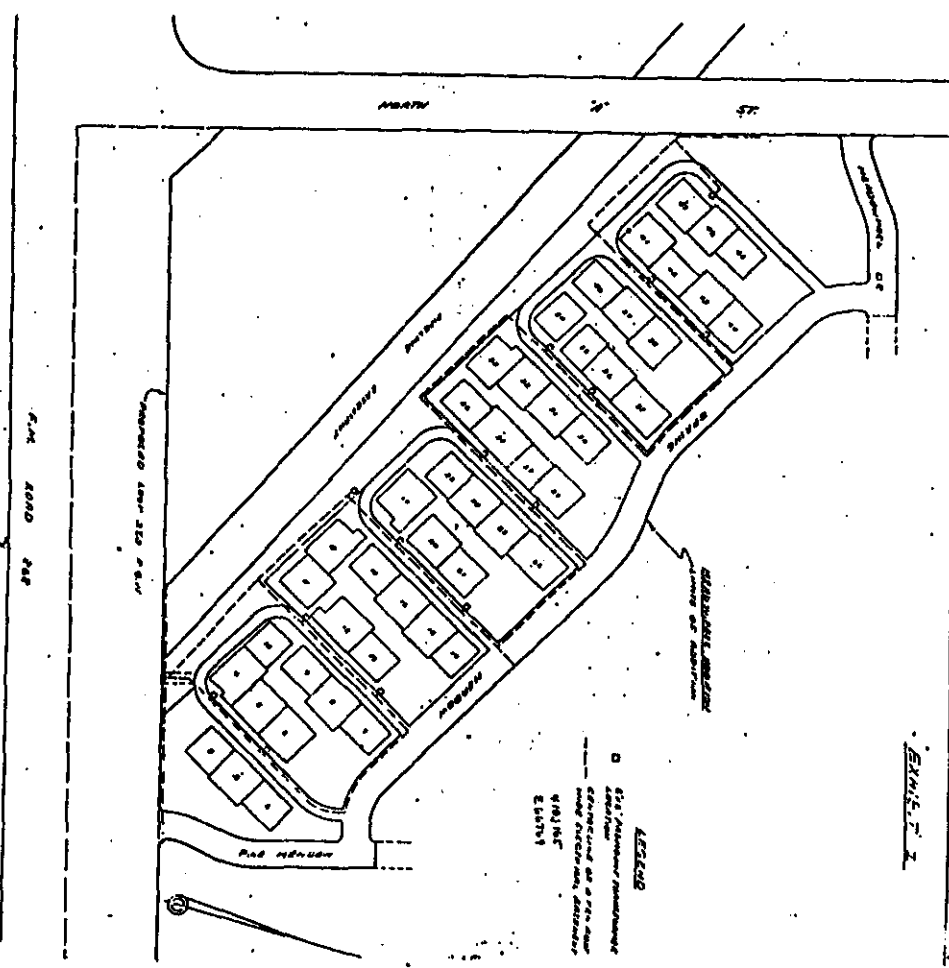
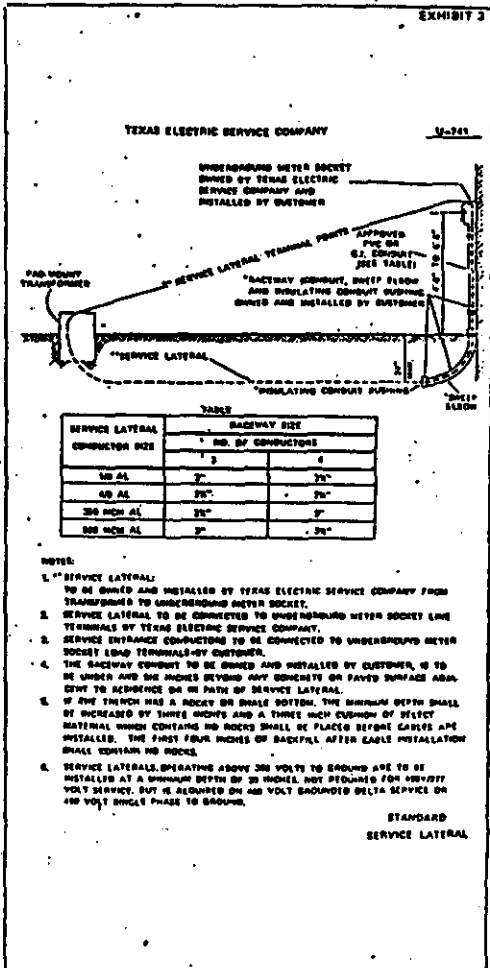
The wires and cables to be strung on the above described easement by Electric Company shall be placed underground, except that Electric Company may install, maintain and operate transformers and other equipment above ground as same to be determined by Electric Company.

TO HAVE AND TO HOLD unto the said Electric Company, its successors and assigns, forever.

WITNESSED OUR HANDS this _____ day of _____

COMPANY EMPLOYEE
SECURING EASEMENT

SAMPLE
DO NOT SIGN



Filed for Record on the 11 day of January A.D. 1980, at 2:55 o'clock P.M.

Duly Recorded this the 14 day of January A.D. 1980, at 2:14 o'clock A.M.

Instrument No. 510

ROSEBELL CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS
BY Guadalupe Rodriguez Deputy