

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

LONE STAR ABSTRACT & TITLE CO., INC.

BY W. L. Kelly

Memo 4/2

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10963

NR OB-14-83
EP 410 M677



AGREEMENT FOR UNDERGROUND DISTRIBUTION FACILITIES

AGREEMENT NUMBER	0 7042
DATE PREPARED	April 12, 1983
AMOUNT OF PAYMENT	\$12,734.00
PAYMENT DATE	April 15, 1983

CUSTOMER NAME
HOME SAVINGS ASSOCIATION

CORPORATION
 PARTNERSHIP
 INDIVIDUAL
 OTHER (Specify)

CUSTOMER MAILING ADDRESS
1100 ANDREWS HIGHWAY
Midland, TX 79703

LEGAL DESCRIPTION OF PROPERTY WHERE UNDERGROUND DISTRIBUTION FACILITIES WILL BE INSTALLED

Lots 1 thru 33, Block 3, Common areas K, L, M, N, Meadowpark Addition, an Addition to the City of Midland, Midland, County, Texas.

Said Electric Service limited under this agreement to the aforementioned 33 lots and four common areas as shown on Exhibit 1, attached hereto and made a part hereof and as recorded in Cabinet C Plat #148, Plat records for Midland County, Texas

Address of Grantees
Texas Electric Service Co.
P. O. Box 970
Fort Worth, TX 76101

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.

11-481

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 of 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 3, 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

CANTEY, HANGER, COOCH, MURN & COLLINS

ACCEPTED BY TEXAS ELECTRIC SERVICE COMPANY	SIGNATURE <i>F. R. Woerner</i> F. R. Woerner	SIGNATURES OF CUSTOMER	HOME SAVINGS ASSOCIATION CORPORATE OFFICER/OWNER <i>Peter J. Link</i> Peter J. Link
	TITLE REGIONAL COMMERCIAL MANAGER		CORPORATE OFFICER'S TITLE/OWNER'S SPOUSE PRESIDENT
	DATE SIGNED 5-9-83		DATE SIGNED 4-22-83

EXHIBIT "1"

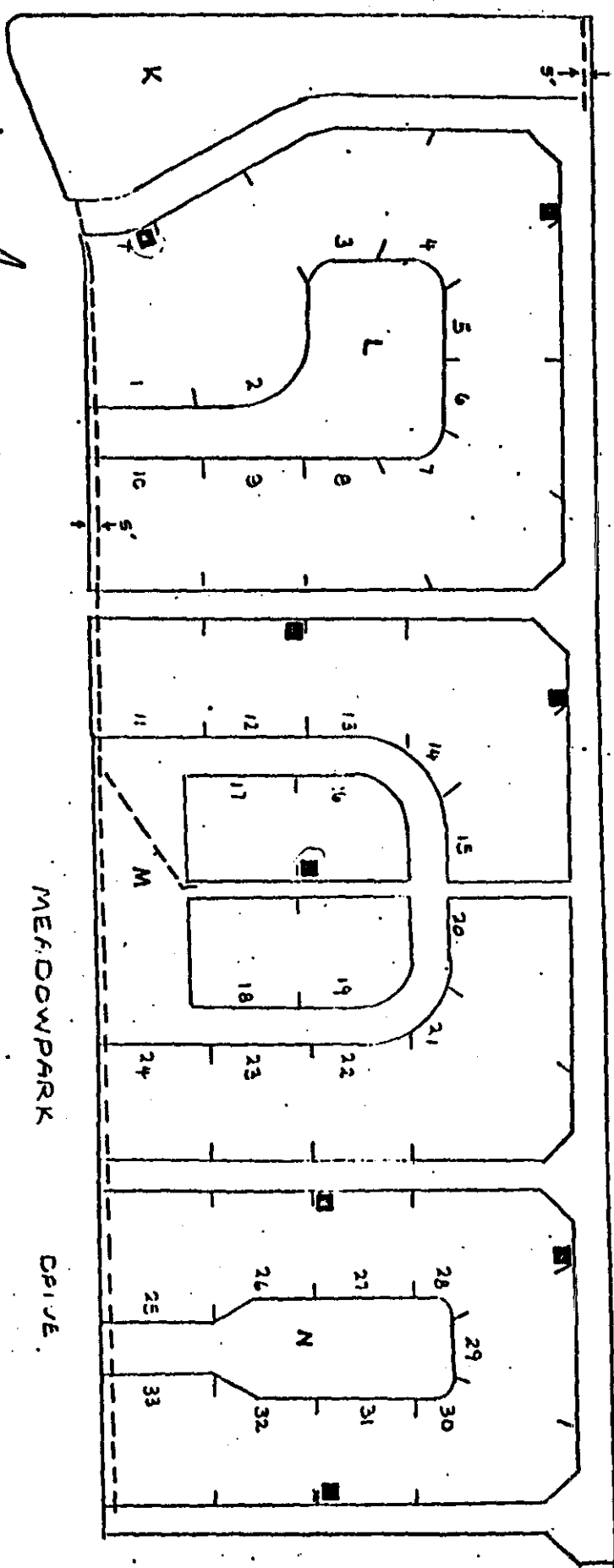
MEADOWPARK ADDITION
SECTION 4

RECORDED:
CABINET C PLAT 148
PLAT RECORDS, MIDLAND COUNTY TEXAS

410M677
E 76099

LOTS 1 THRU 33 BLOCK 3
COMMON AREAS K, L, M, N
ADDITION TO THE CITY OF
MIDLAND, MIDLAND COUNTY,
TEXAS

APPROVED: _____ DATE: _____

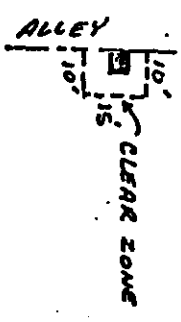


LEGEND:

----- CENTERLINE OF 10' WIDE
ELECTRIC LINE R.O.W.

■ 5' X 5' EQUIPMENT PAD

DETAIL:



NORTH "A"

SCALE 1"=100'

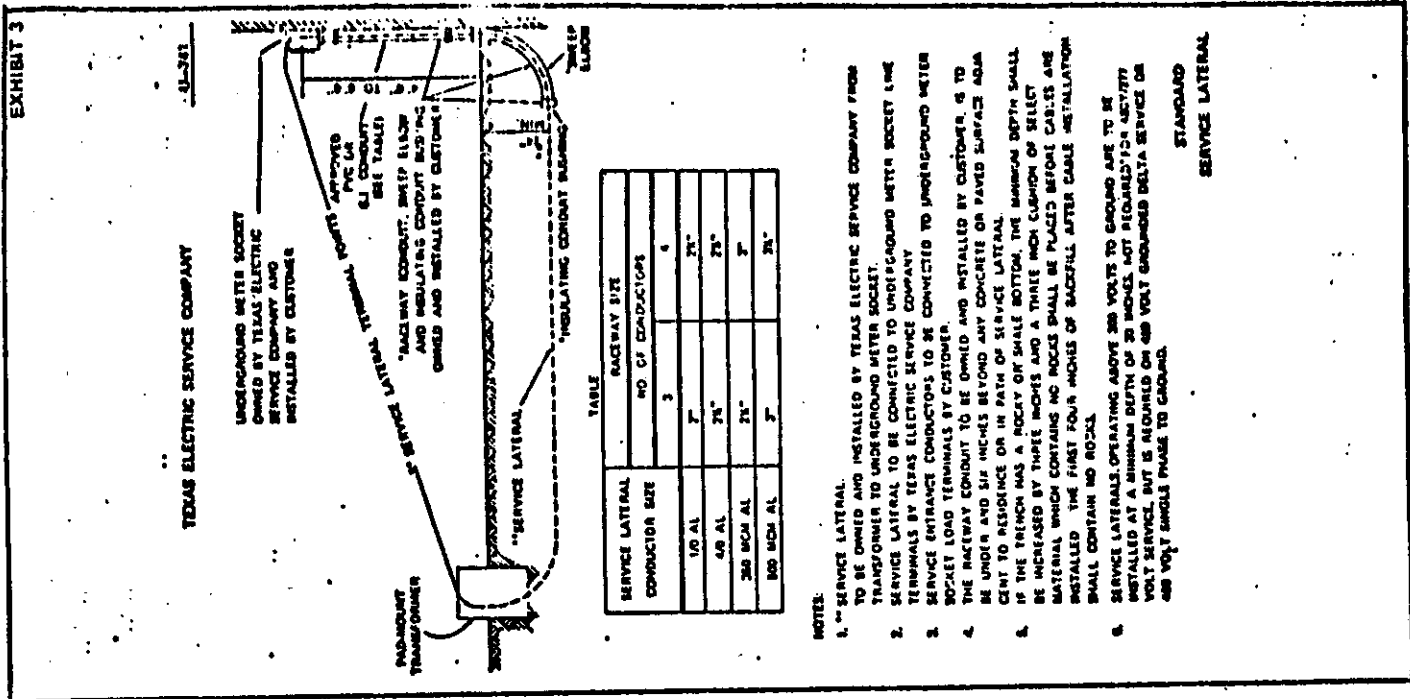


EXHIBIT 2

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS }
COUNTY OF _____ }
THIS _____ DAY OF _____ 1983

For and in consideration of the sum of \$1,000 and other valuable considerations, the nature and sufficiency of which is hereby acknowledged, to us and our heirs and assigns forever, TEXAS ELECTRIC SERVICE COMPANY, hereinafter called Electric Company, does hereby grant, bargain, sell and convey unto said Electric Company an easement and right-of-way for the construction, reconstruction, maintenance, operation and control of an underground electric distribution system, and other like matters herein specified in the following:

Electric Company shall have the right to install, maintain, operate and control an underground electric distribution system, including but not limited to, raceways, conduits, cables, and other electrical equipment, and to install, maintain, operate and control any and all appurtenant structures, including but not limited to, manholes, vaults, and transformer enclosures, and to install, maintain, operate and control any and all appurtenant easements, rights-of-way, and other interests in real property, all of which may be necessary or convenient for the proper operation and maintenance of the electric distribution system.

The easement hereby granted shall be subject to the terms and conditions set forth in the attached schedule of easement, which is hereby incorporated by reference into this instrument.

IN WITNESS WHEREOF, the undersigned, the duly authorized officer of Electric Company, has hereunto set his hand and seal of office on the _____ day of _____, 1983, at _____, Texas.

Notary Public in and for _____ County, Texas.

WITNESSES OUR HANDS THIS _____ DAY OF _____ 1983.

COMPANY EMPLOYEE
SECURING EASEMENT

DO NOT SIGN SAMPLE

SPO243 (SHEET 2 OF 2)

THE STATE OF TEXAS }
COUNTY OF _____ }
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **PETER J. LINK, PRESIDENT** whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **HOME SAVINGS ASSOCIATION** 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 the 22nd day of April A.D. 1983
KAREN DICKEY
Notary Public in and for the State of County, Texas.

2-8-84

Filed for Record on the 2 day of June A.D. 1983, at 2:40 clock P. M.
Duly Recorded this the 3 day of June A.D. 1983, at 10:46 clock A. M.

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS
By Georgia Catano Deputy

INSTRUMENT NO. 10963