

SAN PATRICIO ELECTRIC COOPERATIVE, INC.  
Sinton, Texas

**DEFERRED PAYMENT AGREEMENT**

I, the undersigned, promise to pay to the order of SAN PATRICIO ELECTRIC COOPERATIVE, INC., Sinton, Texas, my outstanding bill of \$ \_\_\_\_\_ as follows:

The sum of \$ \_\_\_\_\_ to be paid on or before \_\_\_\_\_ (month/day/year). The second installment of \$ \_\_\_\_\_ shall be paid on or before \_\_\_\_\_ (month/day/year), and the final installment of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_ (month/day/year).

Service will not be discontinued for non-payment of previous billing if Member pays current bills in addition to the foregoing sums. Failure to make payments as stipulated above, or failure to pay in full all current and future electric bills shall constitute grounds for disconnection of electric service without further negotiation.

***IF YOU ARE NOT SATISFIED WITH THIS CONTRACT, OR IF AGREEMENT WAS MADE BY TELEPHONE AND YOU FEEL THIS CONTRACT DOES NOT REFLECT YOUR UNDERSTANDING OF THAT AGREEMENT, CONTACT THE UTILITY IMMEDIATELY AND DO NOT SIGN THIS CONTRACT.***

***IF YOU DO NOT CONTACT THE UTILITY, OR IF YOU SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR THE UTILITY'S FAILURE OR REFUSAL TO COMPLY WITH THE TERMS OF THIS AGREEMENT.***

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_  
(Month/Date/Year)

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

**APPROVED:  
EFFECTIVE:**

SAN PATRICIO ELECTRIC COOPERATIVE, INC.  
Sinton, Texas

**DEFERRED PAYMENT AGREEMENT**

I, the undersigned (“Member”) promise to pay to the order of SAN PATRICIO ELECTRIC COOPERATIVE, INC. (“SPEC”) at its offices in Sinton, Texas, my outstanding bill for repair and replacement work performed by SPEC’s electrician on my electric meter loop, described in the attached Exhibit A, in the total amount of \$ \_\_\_\_\_ as follows:

The Initial Installment of \$ \_\_\_\_\_ to be paid on or before \_\_\_\_\_, 2016;

Subsequent Installments of \$ \_\_\_\_\_ to be paid on or before the \_\_\_\_\_ day of each month thereafter;

with the Final Installment of \$ \_\_\_\_\_ to be paid on or before \_\_\_\_\_.

Prepayment in whole or in part may be made by Member at any time without the imposition of any penalty or other charge.

***IF YOU ARE NOT SATISFIED WITH THIS CONTRACT, OR IF AGREEMENT WAS MADE BY TELEPHONE AND YOU FEEL THIS CONTRACT DOES NOT REFLECT YOUR UNDERSTANDING OF THAT AGREEMENT, CONTACT SPEC IMMEDIATELY AND DO NOT SIGN THIS CONTRACT.***

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Printed Member Name)

Member Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
(Month/Date/Year)

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.**

**ELECTRIC SERVICE AGREEMENT**

*The undersigned (hereinafter called the "Applicant") hereby applies for electric service from San Patricio Electric Cooperative, Inc. (hereinafter called the "Cooperative"), upon the following terms and conditions:*

1. The Applicant will, when electricity becomes available, purchase from the Cooperative all electric energy used on the premises and will pay thereafter monthly at the rate to be determined from time to time in accordance with the rate schedules, rules and regulations of the Cooperative. The Applicant will pay a bill in accordance with Rate Schedule No. \_\_\_\_\_.

2. The Applicant agrees to comply with and be bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative. The electric service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement and the Cooperative's tariff. SAID TARIFF IS A PART OF THIS AGREEMENT TO THE SAME EXTENT AS IF FULLY SET OUT HEREIN AND IS ON FILE AND AVAILABLE AT THE COOPERATIVE'S OFFICES IN SINTON, TEXAS. Any tariff provision, including rates and charges for electric service, may be charged, including by order or consent of any regulatory authority having jurisdiction thereof whether or not at the request of the Cooperative.

3. Applicant shall make a contribution in Aid of Construction in the amount of \$\_\_\_\_\_.

4. The minimum charge for each billing period (approximately 30 days) shall be as declared in the appropriate rates sections of Cooperative's tariffs. Rebates during the initial term of the contract shall be in accordance with the appropriate tariff.

5. Applicant warrants that Applicant's installation, including all conductors, switches, equipment, wiring and protective devices of any kind, is constructed and will be operated and maintained in a safe manner and in accordance with any and all applicable laws, ordinances, the National Electric Code, and the National Electric Safety Code.

6. Applicant assumes all responsibility for the electric current, and for the wires, apparatus and appurtenances used in connection therewith, upon Applicant's premises and at and from the point of delivery of power if such point is located off Applicant's premises, and will protect, indemnify and save Cooperative harmless from all claims from injury or damage occasioned by such electric current for said wires, apparatus or appurtenances to person or property occurring upon Applicant's premises, or at and from such points of delivery, even if due to

Cooperative's negligence, whether sole or joint, and concurrent with the negligence of an Applicant or third parties.

7. Cooperative agrees to use reasonable diligence to provide electric utility service to a point of delivery at Applicant's service location.

8. Applicant agrees to grant or to secure for Cooperative, at Applicant's expense, any rights-of-way on property owned or controlled by Applicant, and to provide suitable space on such premises for installation of facilities where such rights-of-way and space are necessary to provide electric service to Applicant. Cooperative's representatives, employees and assigns are hereby granted rights of ingress and egress to Applicant's premises at all reasonable times for the purpose of inspection of facilities and/or performing maintenance, system improvements and modifications to the facilities on the premises.

9. If Applicant limits access to Applicant's premises with locks on the gates, the Cooperative is hereby granted authority to place a separate Cooperative lock to provide access for Cooperative personnel.

10. Upon failure to make payment or perform any obligation under this agreement or the Cooperative's tariffs, the Cooperative shall have the right to discontinue service, as well as such remedies as may be provided by law.

11. This agreement constitutes the entire agreement between the Applicant and Cooperative and supersedes any and all prior agreements between the Applicant and Cooperative for the service herein described. Applicant agrees that the Cooperative, its agents and employees, have made no representations, promises and any inducements, written or verbal which are not contained herein.

12. The acceptance of the application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative, this agreement for Electric service shall continue in force for \_\_\_\_\_ years from the date service is made available by the Cooperative to the Applicant, and thereafter until canceled by at least \_\_\_\_\_ days written notice given by either party to the other.

13. In the event that Applicant breaches this contract or is in default in any provision hereof, Applicant agrees to pay the Cooperative its reasonable attorney fees and any court costs incurred in the enforcement of this contract or for damage.

**SECTION: FORMS**

APPLICANT'S NAME \_\_\_\_\_

SOCIAL SECURITY OR TAX ID# \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TEXAS DRIVERS LICENSE # \_\_\_\_\_

\_\_\_\_\_

PHONE # \_\_\_\_\_

\_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
APPLICANT SIGNATURE

<b>For Office Use:</b>
DEPOSIT:
\$ _____ <b>OR</b>
NAME OF GUARANTOR _____
GUARANTOR'S SPEC ACCT. # _____
ACCELERATED MINIMUM BILL \$ _____ # of Mos _____
AID TO CONSTRUCTION \$ _____
SAN PATRICIO ELECTRIC COOPERATIVE, INC.
REPRESENTATIVE: _____

*APPROVED: 06/26/00*  
*EFFECTIVE: 08/01/00*

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.  
P O BOX 1032  
SINTON, TX 78380**

**LEVELIZED PAYMENT PLAN**

<b>Account No.</b> _____	<b>Date</b> _____
<b>Name</b> _____	<b>Map Location</b> _____
<b>Address</b> _____	<b>Monthly Payment</b> _____
_____	<b>Additional Deposit</b> _____

The typical Customer uses more electricity in some months than in others. This means electric service bills will be higher in some months than others. For the convenience of our members, San Patricio Electric Cooperative, Inc. (SPEC) will arrange for members to pay a level billing for each month rather than the standard bill. The conditions necessary for entering into an levelized payment program are as follows:

- 1) Eligibility: Any SPEC member who has received service on an account for 12 months or more will be eligible with these stipulations:
  - a) The member must not be delinquent in any account;
  - b) The eligible accounts are residential and small commercial under 35 kW demand;
  - c) The member must be able to demonstrate an acceptable credit record.

2) Calculation of Bill: The immediate past twelve (12) electric bills shall be totaled and divided by twelve (12) to determine the monthly amount to be paid. This calculation is to allow for variations in usage, changes in wholesale power costs, and increases in fuel costs. This amount may be increased due to rate increases.

3) Review Procedures: The Cooperative will review the Levelized Payment amount with respect to the amount of the balance in the Customer's account, monthly; and will recalculate the Levelized Payment amount. In addition, the Levelized Payment amount may be increased to reflect any rate increase.

4) Bill: Customer's meter will be read at the normal meter reading time. The monthly actual bill will be calculated under the appropriate rate schedule. Levelized Payment Plan customers will receive a bill stating the actual usage and costs, but will be billed only the Levelized Payment Plan amount. The bill will also provide the customer with the current cumulative debit or credit balance of the Levelized Payment Plan program.

**SECTION: FORMS**

5) Late Payment: The levelized payment billing is due upon issuance of each month's bill and is to be paid not later than sixteen (16) days after issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next working day after the due date. If payment of the levelized payment monthly amount is not made each month when due, the Cooperative reserves the right to place the consumer on normal billing with all balances due and payable in accordance with SPEC's Tariff.

6) Discontinuation of Service: If the Customer moves, or for other reason discontinues electric service, the total amount owed to the Cooperative according to the actual billing shall become due and payable immediately.

7) Contract Adjustment or Cancellation: The levelized payment plan contract may be canceled by either the member or the Cooperative upon thirty (30) days written notice, and the Cooperative's normal billing and payment procedures will then apply. Significant changes in a customer's service requirements may require them to re-establish a twelve (12) month billing history on the account to qualify for the program.

8) Deposits: The Company may require a deposit from Customers entering the Levelized Payment Plan; such deposit will not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billing. The Company may retain this deposit for the duration of Customer's continued billing under the Levelized Payment Plan; however, the Company will pay interest on the deposit as provided in the Terms and Conditions of SPEC's Tariff. The deposit and interest will be refunded to the Customer after any twelve (12) month period where they have had no late or partial payments.

**I certify that I have read and understand the terms of this contract and desire to enter into the Levelized Payment Plan and to abide by the conditions outlined above.**

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Cooperative Approval

**APPROVED: 08/24/99**  
**EFFECTIVE: 08/24/99**

Membership/Capital Credit # \_\_\_\_\_

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.**  
**GENERAL APPLICATION FOR MEMBERSHIP**

I, "Applicant," hereby make application for membership in San Patricio Electric Cooperative, subject approval by the Board of Directors. I understand that I may be required to pay a deposit if I am deemed now (or in the future) to be a credit risk to the Cooperative. I presently do not hold another membership in the Cooperative. Subject to applicable provisions of the bylaws of the Cooperative as they exist and any modifications thereto properly approved and authorized from time to time, I understand that: (i) the application fee is non-refundable; (ii) the membership fee is refundable only upon termination of electric service provided that all debts and obligations have been paid; (iii) the membership fee may be placed in my membership account and that said account may also be used to facilitate distributions, if any; (iv) upon termination of electric service, the funds in my membership account shall normally be refunded if I am able to be located; (v) the membership fee is non-transferable and that no interest shall be payable or accrue on the membership fee or other monies held in a member's capital account; and (vi) my member's capital account may be used to offset losses incurred by the Cooperative. I agree to follow and accept the Cooperative Bylaws and tariff provisions as they exist and any modifications thereto properly approved and authorized from time to time.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

By: \_\_\_\_\_

**CREDIT INFORMATION**

1. FULL NAME ON DRIVERS LICENSE (D.L.) \_\_\_\_\_ D.L. NO. \_\_\_\_\_  
EXPIRATION DATE \_\_\_\_\_ STATE \_\_\_\_\_
2. SOCIAL SECURITY NUMBER: \_\_\_\_/\_\_\_\_/\_\_\_\_.
3. DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_.
4. MAILING ADDRESS: \_\_\_\_\_  

Street or PO Box	City	State	Zip Code
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HOME PHONE: ( ) \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_
5. PLACE OF EMPLOYMENT \_\_\_\_\_ HOW LONG \_\_\_\_\_ PHONE ( ) \_\_\_\_\_
6. Check one of the following: I OWN MY HOME \_\_\_\_\_ I RENT MY HOME \_\_\_\_\_
7. NAME OF NEAREST RELATIVE (not living at the above address) \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

**SECTION: FORMS**

8. SPOUSE'S NAME \_\_\_\_\_  
 PLACE OF EMPLOYMENT \_\_\_\_\_ HOW LONG \_\_\_\_\_ PHONE ( ) \_\_\_\_\_  
 D.L. NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ STATE \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_/\_\_\_\_/\_\_\_\_
9. NAME OF LAST ELECTRIC SERVICE PROVIDER (Company) \_\_\_\_\_  
 \_\_\_\_\_

*Please note, your response to this section is optional. The information you provide will be used only for Federal Government Reporting Purposes.*

**DATA COLLECTION INFORMATION**

As recipients of federal assistance, San Patricio Electric Cooperative is required to identify and document as accurately as possible the racial/ethnic data on the eligible population in our service area. We would appreciate your checking the appropriate group listed below.

**RACIAL/ETHNIC GROUP**

- |    |   |       |
|----|---|-------|
| 1. | White                                     | _____ |
| 2. | Black or African American                 | _____ |
| 3. | Hispanic or Latino                        | _____ |
| 4. | American Indian or Alaska Native          | _____ |
| 5. | Asian                                     | _____ |
| 6. | Native Hawaiian or Other Pacific Islander | _____ |
| 7. | Other                                     | _____ |

Thank you for your cooperation in this matter.

APPROVED: 06/26/00  
 EFFECTIVE: 08/01/00



**SAN PATRICIO ELECTRIC COOPERATIVE, INC.**

Sinton, Texas

**Guarantee to Pay Bills for Electric Service**

I, \_\_\_\_\_, promise to pay to SAN PATRICIO ELECTRIC COOPERATIVE, INC., at Sinton, Texas, all bills for electric service as rendered. Payment shall be made promptly following receipt of billing and shall be paid on or before sixteen (16) days from the date of issuance by the Cooperative. If the 16th day falls on a holiday or weekend, the due date will be the next work day.

Date: \_\_\_\_\_

**Surety Agreement:**

The undersigned, as Surety for the payment of the above Guarantee, does hereby agree to Guarantee the payment as herein-above stated. Surety agrees to pay to the Cooperative the total amount shown on each bill issued to the aforesigned person up to the amount of the guarantee. Such payment shall be made upon demand.

If Surety fails to make payment as herein agreed, the Cooperative shall disconnect service to Surety without further notice.

**Amount of Guarantee \$** \_\_\_\_\_

\_\_\_\_\_  
Surety

Date: \_\_\_\_\_

**APPROVED: 03/27/00  
EFFECTIVE: 03/27/00**

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.  
P O BOX 1032  
SINTON, TX 78380**

**LEAVE-ON AGREEMENT**

**Customer Name:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

1. This Leave-On Agreement (Agreement) is entered into between the owners or managers (Customer) of an individually metered residential or commercial rental complex or property and San Patricio Electric Cooperative (Cooperative). The Agreement allows for continuous electric service to a rental unit. The Customer agrees to be responsible for all electric service beginning with the disconnect date established by the existing renter until connection by the new renter. The account will be listed in the Customer's name and service will remain connected until the new renter connects service. The Customer will be responsible for paying the monthly bills until the account is transferred to the new renter.
2. The Leave-On Agreement initiation charge is a one-time charge per street address to set up rental units designated in Exhibit A as a "leave-on" account. All units in Exhibit A must be part of the same location/complex. The initiation charge will be charged to the account number listed above.
3. Each time electric service to one of the "leave-on" rental units is connected in the Customer's name, an Agreement Activity Charge will be assessed the Customer.
4. This Agreement shall continue in effect for the rental units identified herein until terminated by either party by written notice mailed or delivered to the other party at least thirty (30) days prior to the date of termination of the Agreement. It is understood and agreed to that any unpaid amounts as a result of this Agreement can and will be transferred to an active account of the owner/manager.
5. The undersigned Customer understands all charges and provisions provided in this Agreement and hereby authorizes Cooperative to set up the following accounts as "leave-On" accounts until further written notice.
6. The addition of units to Exhibit A will require the execution of a new Agreement and Leave-On Agreement initiation charge. It is agreed that any changes in the coverage of this Agreement requested by Customer shall become effective no more than ten (10) working days after Customer's written request for such changes.
7. This Agreement will not automatically connect in Customer's name if service is disconnected for non-payment. The Customer will be responsible for requesting service to be connected and a Customer Account Fee will be assessed.

ACCEPTED BY:

ACCEPTED:

SAN PATRICIO ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE

BY \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OFFICIAL CAPACITY

\_\_\_\_\_  
TITLE

**EXHIBIT A  
LEAVE-ON AGREEMENT ACCOUNTS**

ACCOUNT NAME: \_\_\_\_\_ CONTACT TELEPHONE # \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ NAME: \_\_\_\_\_

\_\_\_\_\_

<u>ADDRESS</u>	<u>UNIT #</u>	<u>ACCOUNT NUMBER</u>	<u>EFFECTIVE DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
CUSTOMER

SAN PATRICIO ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
OFFICIAL CAPACITY

\_\_\_\_\_  
SPEC REPRESENTATIVE

**APPROVED: 08/24/99  
EFFECTIVE: 08/24/99**

Membership/Capital Credit # \_\_\_\_\_

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.  
APPLICATION FOR MEMBERSHIP  
(Commercial or Industrial)**

\_\_\_\_\_ (*name of business*), hereby makes application for membership in San Patricio Electric Cooperative, subject to a non-refundable \$25.00 *account activation fee* per meter, a \$15.00 *membership fee*, and approval by the Board of Directors. I understand that I am responsible for a \$60 *metering equipment* deposit which will be retained, earning interest, by the cooperative until service is disconnected, and until all money owed has been paid and metering equipment is left in good condition. I also understand that our business may be required to pay a deposit if deemed now (or in the future) to be a credit risk to the Cooperative. Our business presently does not hold another membership in the Cooperative. Subject to applicable provisions of the bylaws of the Cooperative as they exist and any modifications thereto properly approved and authorized from time to time, I understand that:

- (i) the account activation fee(s) is non-refundable;
- (ii) the membership fee is refundable only upon termination of electric service provided that all debts and obligations have been paid;
- (iii) the membership fee may be placed in my membership account and that said account may also be used to facilitate distributions, if any;
- (iv) upon termination of electric service, the funds in my membership account shall normally be refunded if I am able to be located;
- (v) the membership fee is non-transferable and that no interest shall be payable or accrue on the membership fee or other monies held in a member's capital account; and
- (vi) my member's capital account may be used to offset losses incurred by the Cooperative.

I agree to follow and accept the Cooperative's Bylaws and tariff provisions as they exist and any modifications thereto properly approved and authorized from time to time.

Date \_\_\_\_\_ Authorized Representative \_\_\_\_\_

*(please print name & title)*

Signature of Authorized Representative \_\_\_\_\_

**BILLING INFORMATION**

1. FULL NAME OF BUSINESS \_\_\_\_\_
2. FEDERAL TAX IDENTIFICATION # \_\_\_\_\_  
(if tax exempt, please attach completed tax exempt form)
3. MAILING ADDRESS: \_\_\_\_\_

_____	_____	_____	_____
<i>Street or PO Box</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**SECTION: FORMS**

4. BILLING ADDRESS (if different from mailing address)

\_\_\_\_\_

*Street or PO Box* *City* *State* *Zip Code*

NAME OF BILLING CONTACT \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

5. TYPE OF BUSINESS \_\_\_\_\_

HOW LONG \_\_\_\_\_

6. NAME OF ENERGY MANAGEMENT CONTACT \_\_\_\_\_ E-mail Address \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

7. NAME OF PREVIOUS/OTHER ELECTRIC SERVICE PROVIDER (Company, City, State)

\_\_\_\_\_

*APPROVED: 06/26/00*

*EFFECTIVE: 08/01/00*

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS LINE NO. \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ EASEMENT NO. \_\_\_\_\_  
 GRANTOR: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_  
 GRANTOR'S MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (County)

**Grantee:** San Patricio Electric Cooperative, Inc.  
**Grantee's Mailing Address:** P. O. Drawer 400  
 Sinton, Texas 78387

**Consideration:** The provision of electric service and/or other benefits inuring to Grantor and/or Ten and No/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged and accepted by Grantor.

**Easement Property (check either Defined Easement or Blanket Easement):**

- Defined Easement. The Easement Property is a tract of land consisting of \_\_\_\_\_ acres, more or less, more particularly described in the attached Exhibit A, field note description and plat, incorporated herein for all purposes.
- Blanket Easement. The Easement Property is a tract of land described as follows (check one):
  - Platted property, Lots (s) \_\_\_\_\_, in Block \_\_\_\_\_, \_\_\_\_\_ Addition/Subdivision, an addition/subdivision in the City of \_\_\_\_\_, (cross out "the city of" if property is not within city limits), \_\_\_\_\_ County, Texas, according to the map or plat thereof recorded in the Plat Records of such county.
  - Unplatted Property. \_\_\_\_\_ acres of land, more or less, out of the \_\_\_\_\_ Survey, A- \_\_\_\_\_ in \_\_\_\_\_ County, Texas, as more fully described in an instrument recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the \_\_\_\_\_ Records of \_\_\_\_\_ County, Texas.

For blanket easements, upon location by Grantee of its transmission/distribution lines, poles, and/or other facilities on said property, the Easement Property shall be limited to that portion of the property within 15 feet in all directions of Grantor's lines, poles, guys, anchors, or other facilities on the tract of land described above. The Easement Property shall include use of the subsurface below and air space above for the Purpose herein stated. This easement shall also include such portions of adjoining property owned by Grantor as is necessary for the Purposes stated below.

**Project:** Electric distribution line or lines, consisting of a variable number and sizes of wires, cables, poles, towers and circuits, and all necessary or desirable appurtenances, facilities and equipment (including, but not limited to, supporting structures, insulators, transformers, guy wires, anchorages, conduits, vaults, pads, meters and other facilities whether made of wood, metal, or other materials).

**Grant:** Grantor hereby grants, sells, and conveys to Grantee an Easement and Right-of-Way in, upon, over, under and across the Easement Property, together with all and singular the rights and appurtenances thereto in anyway belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor also grants to Grantee the right and authority to license, permit or otherwise agree to the joint use or occupancy of the line system, or facilities by any other person or entity for electrification, telephone, telegraph, television or similar purposes.

**Purpose:** The Easement, right-of-way, rights and privileges herein granted shall be used for the purpose of providing electric service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, enlarging, changing the size or nature of, rebuilding, upgrading, removing, inspecting, patrolling, and/or repairing the Project or any part of the Project, and making connections, reading meters thereon, and to undertake the same for any of the other joint uses authorized herein. The purpose shall also include use of the Easement, right-of-way, rights and privileges granted herein for any use directly related to the Project or financing of the Project, including but not limited to performing archaeological, historical, environmental, or other studies. Grantee shall have the right to place temporary poles, towers, anchorages, guys and supporting structures for use in erecting or repairing the Project. Grantee shall have the right to use such portion of the property along and adjacent to the Easement Property and right-of-way as may be reasonably necessary in connection with the Purposes stated above relating to the Project, or any part thereof.

**Access:** Grantee shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the Easement Property for the above stated Purpose. Grantee shall also have the right of ingress and egress over existing roads across the adjacent or remainder property of Grantor for the purpose of obtaining access, **including the installation of a San Patricio Electric Coop lock in conjunction with Grantor's facilities for ingress.** In the event that access is not reasonably available over existing roads, Grantee shall have the right of reasonable ingress and egress over the adjacent property of Grantor along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access. Grantee shall have the right to use such portion of the property along and adjacent to the Easement Property and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, repair or other Purpose stated above relating to the Project, or any part thereof.

**Term:** The Easement and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, and shall remain in effect until abandoned by the Grantee.

**Obstructions:** Grantee shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the Easement Property or otherwise necessary to realize the Purpose stated above.

**Structures:** Grantor shall not construct or locate on the Easement Property any structure, obstruction or improvement (other than roads and fences), Grantee shall have the right to remove from the Easement Property any structure, improvement, or obstruction (other than roads and fences), and Grantor agrees to pay Grantee the reasonable cost of such removal and this agreement shall be a covenant running with the land for the benefit of Grantee.

**Damages:** It is understood and agreed that the Consideration received by Grantor includes adequate compensation for all damages for the initial construction and all operation and maintenance of the Project as well as all damages, if any, to Grantor's property which may occur in the future after the original construction of the Project, directly resulting from Grantee's exercise of its rights hereunder in connection with any Purpose stated above relating to the Project, or any part thereof. Grantee shall not be liable for damages caused by keeping the Easement Property clear of trees, undergrowth, brush, and obstructions.

**Minerals:** Grantor expressly reserves all oil, gas, and other minerals owned by Grantor, in, on and under the Easement Property, provided that Grantor shall not be permitted to, and shall not allow any

**SAN PATRICIO ELECTRIC COOPERATIVE, INC.** Section No. VI Sheet No. 16  
party to, drill or excavate for minerals on or from the surface of the Easement Property but Grantor may extract oil, gas, or other minerals from and under the Easement Property by conducting all such extractions operations on adjoining land, by directional drilling or other means which do not interfere with or disturb Grantee's use of the Easement Property.

**Ownership:** Grantor agrees that all poles, wires, cables, circuits, appurtenances, facilities and equipment installed upon the Easement Property shall at all times remain the personal property of the Grantee and are removable at the option of the Grantee.

**Assignments and Miscellaneous:** This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their respective heirs, personal representatives, successors and assigns. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "Grantee" includes the employees, contractors, and authorized agents of Grantee.

**Warranty:** Grantor warrants and shall forever defend the Easement to Grantee against anyone lawfully claiming or to claim the Easement Property or any part thereof.

\_\_\_\_\_  
(GRANTOR)

\_\_\_\_\_  
(GRANTOR)

Individual/Corporate Acknowledgment

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
Notary Public, State of Texas

After Recording, Return this Document to:  
San Patricio Electric Cooperative, Inc.  
P. O. Drawer 400  
Sinton, Texas 78387

APPROVED: 02/26/00  
EFFECTIVE: 02/26/07