

EL PASO ELECTRIC COMPANY
ORIGINAL SAMPLE FORM NO. 17
CANCELLING REVISED SHEET NO. 552

PRIVATE AREA LIGHTING SERVICE AGREEMENT

Page 1 of 1

SAMPLE FORM NO. 17

Acct. No. _____ PRIVATE AREA LIGHTING SERVICE Lamp No. _____
Form 315 - Rev. 5-82 ALL NIGHT OUTDOOR LIGHTING SERVICE AGREEMENT

This Agreement is made by and between the El Paso Electric Company, hereinafter called the "Company" and

_____ hereinafter called the "Customer".

The Company agrees to install, operate and maintain on the customer's premises, located at _____

_____, with a mailing address of _____
the hereinafter specified number of overhead lights, each mounted on a metal bracket, photoelectrically controlled, installed on the Company's service pole, or if on a separate pole, having an extension line span not exceeding 125 feet in length.

The Customer hereby agrees to pay to the Company under the rates and provisions as covered under the Company's filed Tariff Schedule entitled "Private Area Light Rate" for _____ luminaires, _____ watts per luminaire, @ \$ _____ per month per luminaire = \$ _____ plus fuel and purchased power and tax adjustment.

It is understood and agreed, however, that if said rates or provisions are ordered or authorized changed by any competent governmental, regulatory, or other body having jurisdiction in the premises, such change shall be applied as if incorporated as a part of this agreement.

The Company will provide at its expense all necessary lamp replacements, and material and labor for repairs and maintenance. Upon notice to the Company by the Customer, the Company will use reasonable diligence in making, during regular working hours, necessary repairs and lamp replacements.

The Company shall have the right to build pole line and to install electrical equipment upon the Customer's property, and shall have access to the Customer's premises for any other purpose necessary for the performance of this agreement. The facilities installed by the Company in the performance of this agreement will remain the property of the Company.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto and shall be a covenant running with the premises herein described, and shall remain in effect for an initial period of _____ years, from _____. After the expiration of the initial period, this agreement shall remain in effect on a month to month basis until cancelled, in writing, by either the Company or the customer. Provided, however, the Company reserves the right to cancel this agreement at any time in the event maintenance becomes excessive due to vandalism or other causes.

Customer agrees to pay to the Company at time of installation the sum of \$ _____ for excess necessary facilities.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officials.

DATED this _____ day of _____, 19 _____

EL PASO ELECTRIC COMPANY

CUSTOMER: _____

BY: _____ BY: _____

EFFECTIVE BY OPERATION OF LAW
SEC. 62-8-7 AND G. O. NO. 2, SEC. 20
DATE SEP 20 1984
NEW MEXICO PUBLIC SERVICE COMMISSION

Advice Notice No. 112

Signature/Title *[Signature]*

Vice President