

El Paso Electric

P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

December 2, 2010

Ralph Gallegos
Director of Operations
Gadsden Independent School District
4950 McNutt Rd
Sunland Park, NM 88063

Dear Mr. Gallegos:

RE: THREE PHASE ELECTRIC SERVICE FOR PORTABLE BUILDINGS AT 609 CHURCH IN ANTOHNY, NEW MEXICO.

This Letter of Agreement (Agreement) summarizes the terms under which El Paso Electric Company agrees to provide the extension of electric service to the above-named location by way of an underground distribution system, hereinafter the "Underground System."

I. Parties and Term

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and **GADSDEN INDEPENDENT SCHOOL DISTRICT**, hereinafter called the "Customer," conjunctively known as the "Parties."

II. Location

The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked **Exhibit "A"** and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on the Company drawing. Any future extension of service to additional buildings or property not reflected in Exhibit A attached hereto will be negotiated by a separate agreement.

III. Type of Service

1. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pull boxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer(s) to and within the building. The transformer(s) can accommodate a maximum of **four 500 MCM** conductors per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a padmounted secondary bus enclosure approved by the Company at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on the attached Company **DSU 440**, Sheet 1 of 2 and notes, marked **Exhibit "B"**, and incorporated herein the same as if fully set out herein.

The Underground System for this project as covered in this Agreement will be **120/208** volt, **three phase, four wire**. A **150 KVA** padmounted transformers will be installed to serve the Customer's electrical load. Duct and a pad to serve a future transformer pad will also be installed as shown on Exhibit "A".

Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached Company **DSU 520**, sheets 1 and 2 of 2, marked **Exhibit "C"** and incorporated herein the same as if fully set out herein. The pad for the future transformer must also be protected.

2. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.
3. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.
4. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to

meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement as stated above if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.

5. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.
6. The Underground System will not be energized until all construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.
7. The Customer's electrical contractor shall contact the Company's Energy Services Representative for the necessary metering information and confirmation of the point of service.

IV. Other Conditions

1. Installation of the Underground System is subject to the Company securing firm easements and rights-of-way by dedication or at the nominal cost of one dollar (\$1.00). It is understood that the Customer will need to provide all necessary property irons or acceptable markings so that the Underground System and related facilities can be properly located in the easements.
2. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.
3. **Mr. Joe Najera**, Company Underground Construction Inspector, phone **915-543-4147**, will act as the representative for the Company in coordination, inspection and other liaison work during the field construction of the Underground System and related facilities. This Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach agreement on any item under discussion, the matter shall be referred to a

designated Principal of the Customer and the Company's Coordinator of Line Extension Process for amicable and mutually satisfactory settlement.

4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.
5. The Customer agrees to indemnify and save Company, its directors, officers, agents, representatives, employees, contractors or subcontractors from such liability, loss, cost or expense, including, but not limited to, attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the extent such liability, loss, cost or expense is attributable to the negligence of Company, its directors, officers, agents, representatives, employees, contractors or subcontractors.

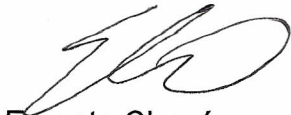
Should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the proportional extent such claim or suit has its basis in the negligence of Company, its directors, officers, agents, representatives, employees, contractors, or subcontractors, the Customer agrees to assume the defense of any action at law or in equity which may be brought against Customer, Company, the directors, officers, agents, representatives, employees, contractors or subcontractors of same, and to pay all costs, expenses (to include attorney's fees and indirect or consequential damages) and judgments that may be rendered in any such claim or suit.

6. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms stated herein.
7. This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and

assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.

- 8. The **Assistant Territorial Planner** in charge of this project is **Mr. Ernesto Chacón**, phone **915-543-5813**.
- 9. Please sign and return the original and one copy of this Agreement.

Sincerely,



Ernesto Chacón
Assistant Territorial Planner
El Paso Electric Company

Accepted: **Gadsden Independent School District**

By: _____

Title: _____

For: _____

Date: _____

Accepted: **El Paso Electric Company**

By: _____

Francisco Melendez

Title: Supervisor, Distribution Design

Date: _____

NOTES:

1. ALL PRIMARY DUCTS ARE 2-4" PVC UNLESS OTHERWISE NOTED.
2. ALL SECONDARY DUCTS ARE 1-3" PVC UNLESS OTHERWISE NOTED.
3. ALL PRIMARY CONDUCTOR IS 24 KV, #1/0 JCN UNLESS OTHERWISE NOTED.
4. ALL SECONDARY CABLE IS 1/0 AL BRENAU, 600V UNLESS OTHERWISE NOTED.
5. INSTALL GROUND RODS IN ALL BOXES WITH J'S, TRANSFORMERS, ARRESTERS, SPLICES AND AT ALL RISERS.
6. IF GROUND ROD CAN NOT BE DRIVEN LAY 100' OF #2CU IN THE TRENCH FOR EACH EQUIPMENT BOX.
7. CONCRETE ENCASE PRIMARY DUCT STREET CROSSINGS FROM CURB TO CURB.
8. THE CONTRACTORS WILL BE RESPONSIBLE FOR THE SPOTTING OF AND COORDINATION WITH ALL OTHER UTILITIES.
9. BACKFILL TO BE COMPACTED TO 90% OF SURROUNDING SOIL.

EXHIBIT A

IN:
150 KVA
120/208 V
CO# _____

ANTHONY ELEMENTARY
609 CHURCH
ANTHONY, NM

INSTALL ASSEMBLY D

TRANSFORMER
EASEMENT
NEEDED (12' X 18')

EASEMENT CONVERSION
NEEDED FROM OH TO UG
200' UG PRIMARY

185' RUN
2-4" DUCT
3-1/0 JCN

2 PHASE OH LINE
REMOVED USING
DN013398

ASSEMBLY A
3-PHASE SPLICE

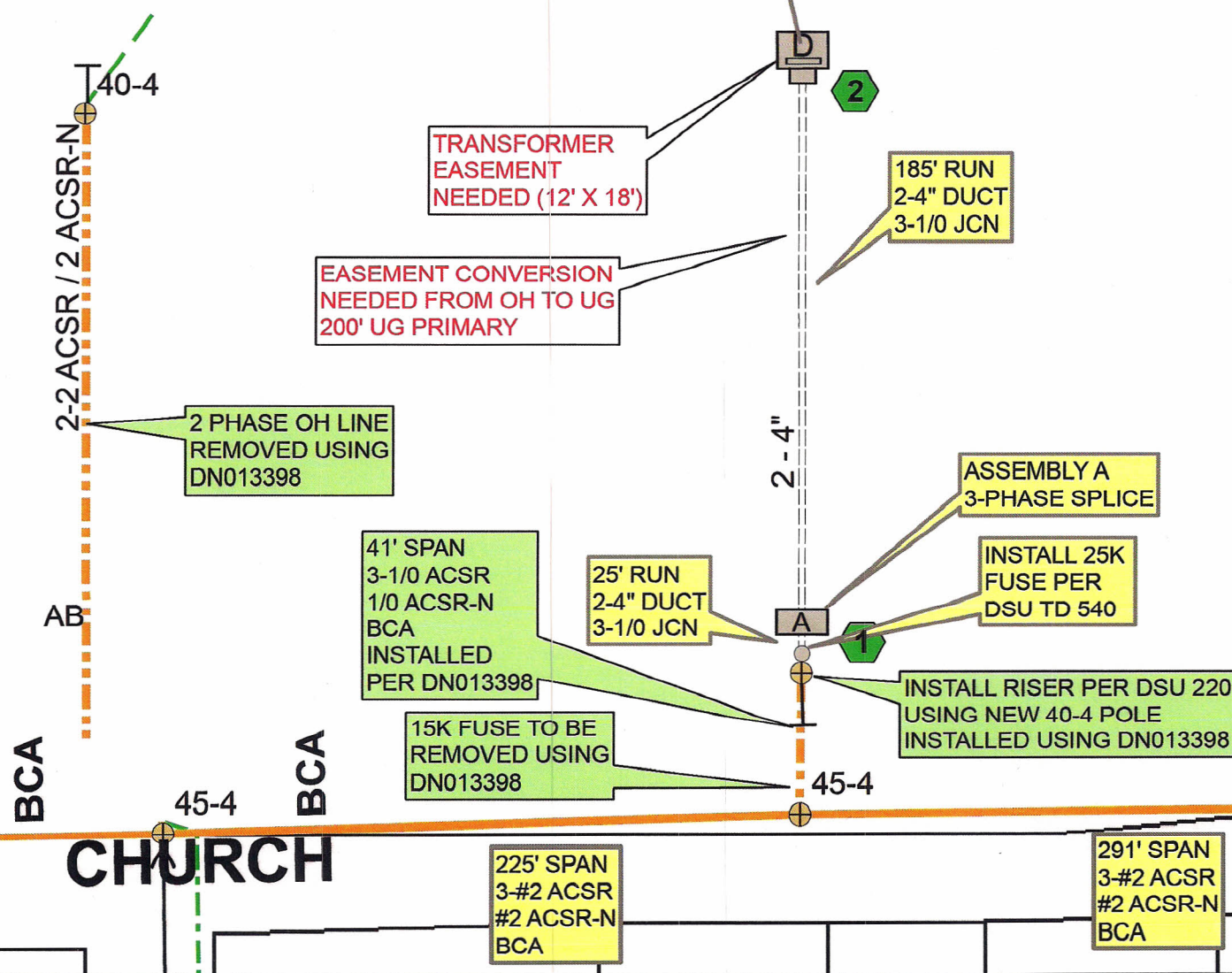
41' SPAN
3-1/0 ACSR
1/0 ACSR-N
BCA
INSTALLED
PER DN013398

25' RUN
2-4" DUCT
3-1/0 JCN

INSTALL 25K
FUSE PER
DSU TD 540

15K FUSE TO BE
REMOVED USING
DN013398

INSTALL RISER PER DSU 220
USING NEW 40-4 POLE
INSTALLED USING DN013398



BCA
45-4
CHURCH
BCA

225' SPAN
3-#2 ACSR
#2 ACSR-N
BCA

291' SPAN
3-#2 ACSR
#2 ACSR-N
BCA



1 inch = 60 feet

ENOCH, CRYSTAL
609 CHURCH, ANTHONY, NM 88021
STRUCTURAL DESIGN

Work Request #: 13432
Work Order #: DN013432
Tax District: 542
Feeder: ANT-20

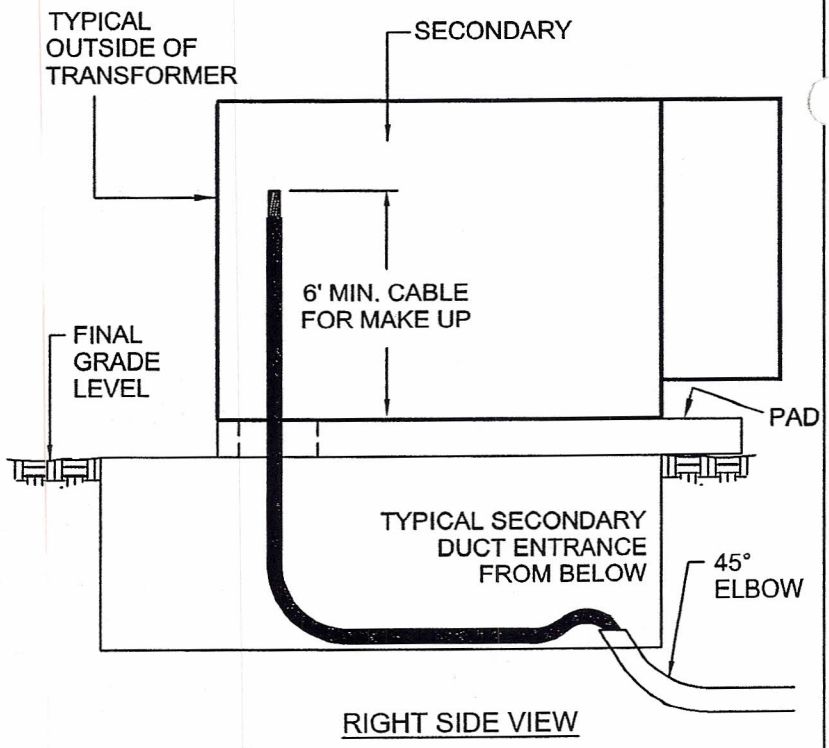
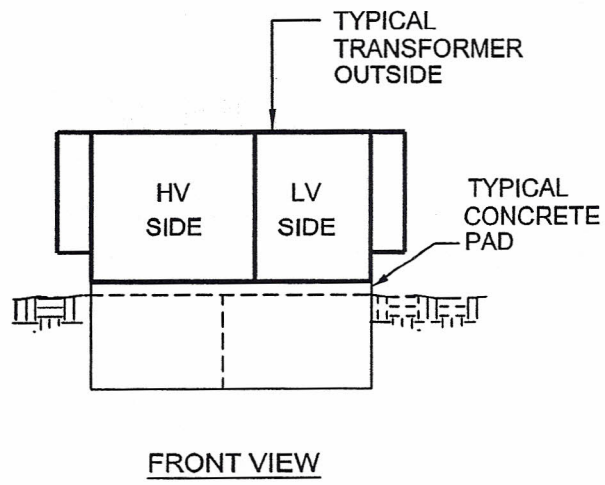
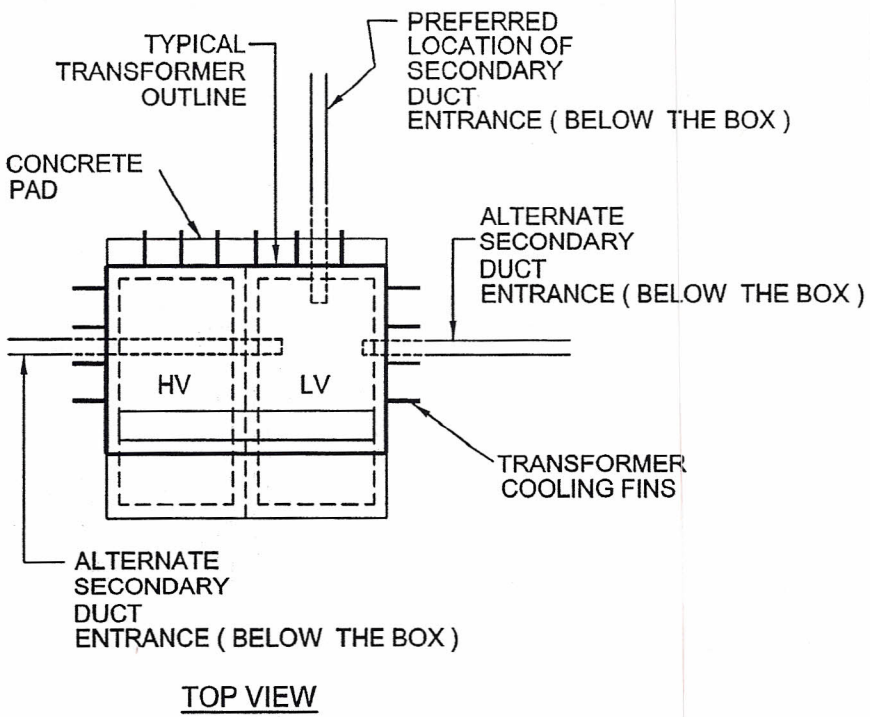
Planner: Ernie Chacon
Planner Phone: 915-543-5813
Planner Cell: 915-525-4648

Customer: ENOCH, CRYSTAL
Customer Phone: 575-523-6741



DN013432
12/2/2010

EXHIBIT B

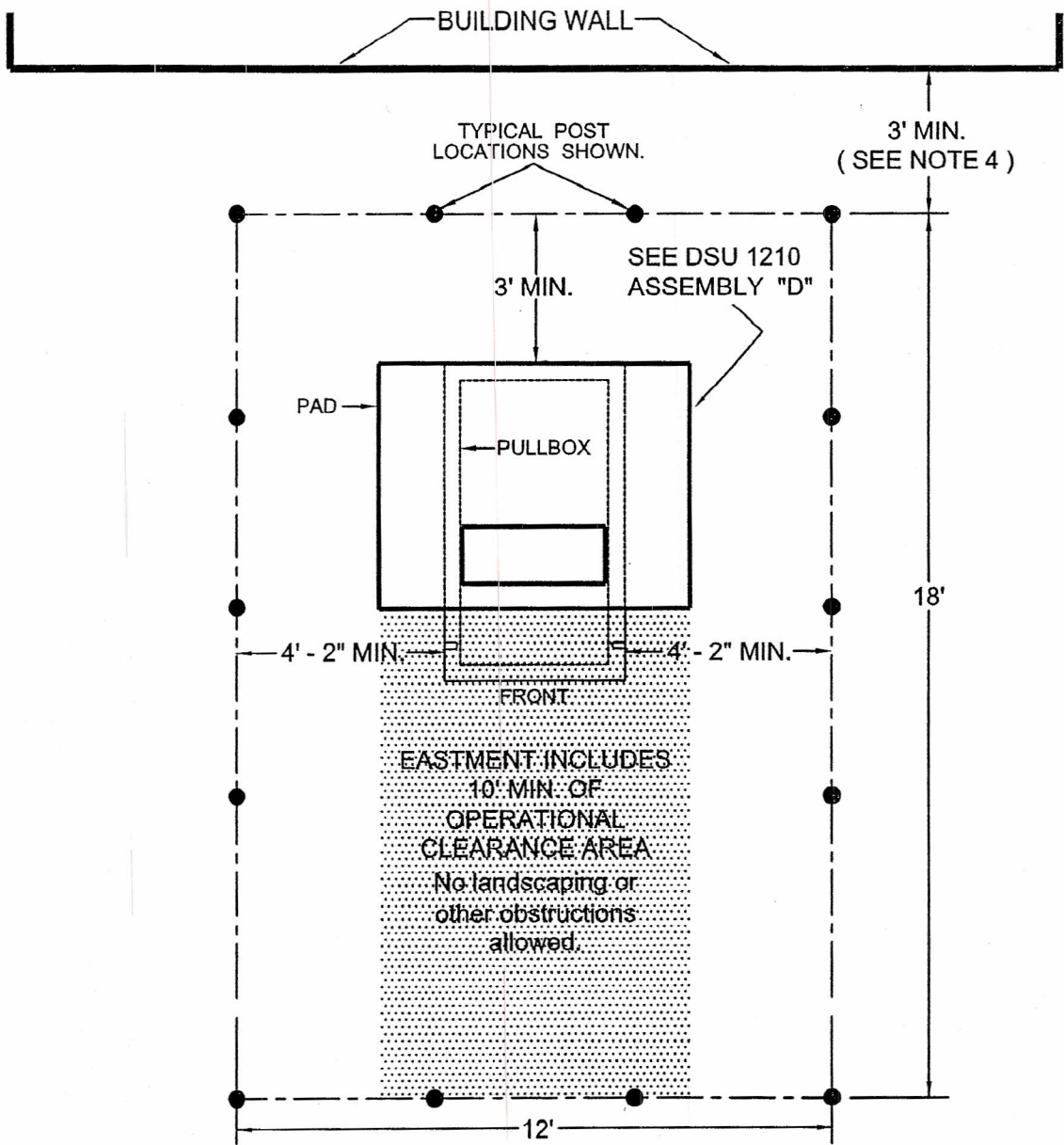


TYPICAL CUSTOMER SECONDARY CABLE LENGTH
PADMOUNT TRANSFORMERS

NOTES:

- 1 DUCT OR ELBOW SHOULD TERMINATE 3" - 4" ABOVE SURFACE INSIDE PULLBOX.
- 2 SECONDARY CABLE SHALL REST ON BOTTOM OF PULLBOX AS SHOWN.
- 3 DUE TO POSITIONING OF LEVELING BLOCKS, DUCT MUST NOT ENTER PULLBOX WITH 12" OF ANY CORNER.
- 4 METERING CONDUITS MUST ENTER PULLBOX ON LV SIDE FROM BELOW.

EXHIBIT B



- CONCRETE FILLED POSTS
- OPERATIONAL CLEARANCE AREA
- RIGHT - OF - WAY

EXHIBIT C

CLEARANCES AND RIGHT - OF - WAY REQUIREMENTS
FOR 3 Ø PADMOUNT TRANSFORMERS
300 KVA AND BELOW

NOTES:

- 1 WHERE THIS AREA IS SUBJECT TO VEHICULAR TRAFFIC, THE CUSTOMER WILL INSTALL PROTECTION AS DESCRIBED BELOW BEFORE ELECTRICAL SERVICE IS PROVIDED.
 - A. CONCRETE FILLED METAL PIPES WITH A 4 INCH MINIMUM DIAMETER USED AS POSTS, 3 FEET MINIMUM SECURELY EMBEDDED IN CONCRETE AND EXTENDING AT LEAST 4 FEET OUT OF THE GROUND.
 - B. THE POSTS SHOULD BE EQUALLY SPACED BUT NOT MORE THAN 5 FEET APART AND LOCATED ON THE PERIMETER OF THE EASEMENT ON THOSE SIDES REQUIRING PROTECTION.
- 2 THERE SHALL BE NO BUILDING OVERHANG OR OTHER OBSTRUCTION THAT WILL PREVENT ACCESS WITH A BOOM TRUCK OR CRANE.
- 3 ASSEMBLY "D" FOR 3Ø 300 KVA AND BELOW PADMOUNT TRANSFORMERS INSTALLATION IS SHOWN.
- 4 EASEMENT SHALL BE LOCATED A MINIMUM OF 3' FROM THE CLOSEST BUILDING WALL.
- 5 FOR PULL BOXES AND PAD SIZES SEE DSU 1210.
- 6 A MINIMUM STANDARD EASEMENT OF 12' X 18' IS REQUIRED.
- 7 FOR ANY CLARIFICATION OR QUESTIONS REGARDING THIS STANDARD, CALL THE EL PASO ELECTRIC COMPANY DISTRIBUTION DESIGN DEPARTMENT.

EXHIBIT C