

SOCORRO ELECTRIC COOPERATIVE, INC.  
ORIGINAL FORM NO. 10

SUB-DIVISION AGREEMENT

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FOR **EFFECTIVE SERVICE** ON

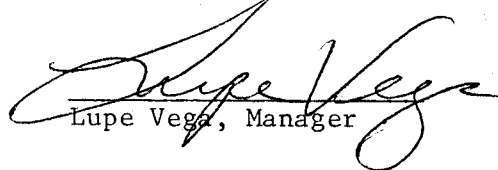
SEP 08 1986

BY Operation of Law

APPROVED

NEW MEXICO PUBLIC SERVICE COMMISSION

Advice Notice No. 34

  
Lupe Vega, Manager

W.O. No. \_\_\_\_\_

MAP No. \_\_\_\_\_

THE SOCORRO ELECTRIC COOPERATIVE, INC.  
POST OFFICE BOX H  
SOCORRO, NEW MEXICO 87801

NAME & ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBDIVISION AGREEMENT  
(NON REFUNDABLE)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between  
The Socorro Electric Cooperative, Inc., hereinafter called "Seller", and  
\_\_\_\_\_ hereinafter called "Consumer".

WITNESSETH:

THAT WHEREAS, Consumer is owner of \_\_\_\_\_,  
a subdivision in the County of \_\_\_\_\_, State of \_\_\_\_\_,  
described as follows:

needing electric power lines, primary and secondary service, and whereas  
Seller has such energy, and facilities are described as follows:

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. Consumer shall grant to Seller all necessary utility easements, free of encumbrances, within the aforementioned subdivision to enable electrical distribution system construction, maintenance and operation. Said easements shall, upon notification by Seller to Consumer, be and remain free of any and all obstructions, man made or natural, which are or could be within \_\_\_\_\_ feet of the Sellers lines and equipment. If Consumer fails to remove subject obstructions upon notice, Seller may do so and bill all charges to Consumer.
2. All personal and real property appurtenances necessarily used in construction, maintenance and operation of said distribution system shall remain and be the property of Seller.
3. Consumer shall pay in advance \$\_\_\_\_\_, as a Contribution in Aid of Construction, based on Engineer's estimate of total construction costs. However, actual closeout costs will be used and adjustments will be made accordingly.
4. The Contribution in Aid of Construction shall be non-refundable.
5. In each billing period during the five year life of the original contract between the Seller and the Consumer, the Consumer will be charged a minimum charge of one percent (1%) of the amount of the Contribution in Aid of Construction, provided that if in any billing period, the difference between gross revenue and the purchased power cost associated with the gross revenue from the subdivision or land development exceeds the one percent (1%) of the amount of the contribution, a minimum bill will not be charged, and the applicable rate schedule will apply instead.

6. The billing period minimum charge is designed to pay for operation and maintenance costs of the electric facilities in the subdivision. For purposes of this Rule, a billing period is defined as approximately 1/12 of a year, but not necessarily a calendar month.

7. The Contribution in Aid of Construction will be paid by the developer. The amount of the Contribution will be based on the facility requirements to serve that development in accordance with the provisions of federal and state subdivision regulations.

8. Total construction costs are defined as all construction costs incurred by Seller in the subdivision during the term of this agreement, less transformers and services.

9. This agreement shall be and remain in effect for a period of five (5) years from date first above written.

10. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time. The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, government restrictions, or fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

11. Should Socorro Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Socorro Electric Cooperative.

12. This agreement shall inure and be binding upon the heirs, administrators, executors, assigns or successors in interest of Seller and Consumer.

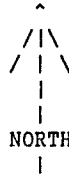
13. This agreement is subject to all legally imposed city, county, State and Federal laws and changes in the laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof.

This contract, including the tariff made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require such changes or modifications.

W.O. NO. \_\_\_\_\_  
MAP LOC. \_\_\_\_\_

THE SOCORRO ELECTRIC COOPERATIVE, INC.  
POST OFFICE BOX H  
SOCORRO, NEW MEXICO 87801

SKETCH OF EASEMENT



TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_ SECTION \_\_\_\_\_

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