

55590

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE
CAMPECHE' COVE SUBDIVISION - SECTION I
TRIMBLE & LINDSEY SURVEY, ABSTRACT
GALVESTON COUNTY, TEXAS

DEED OF TRUST
BOOK 2604 PAGE 50

THIS AGREEMENT is made and entered into by and between Campeche Development Corporation, a Texas corporation (hereinafter called "Developer") and Houston Lighting & Power Company, a Texas corporation (hereinafter called "Company"), for the furnishing of electric service to Campeche Cove Subdivision, Section I, which is located in the Trimble & Lindsey Survey, being that property, or a part thereof, described in the following deed: (s) Grantor Gerald A. Sullivan Trustee Grantee Campeche Development Corp., recorded in Volume 2485, Page 273, of the Galveston County Deed Records. The part of the aforesaid Subdivision covered by this contract is fully shown on a plat thereof recorded in Volume 15, Page 25, of the Map Records of Galveston County, Texas (or will be fully shown on a plat thereof which Developer agrees to record in the Map Records of Galveston County, Texas). The parties hereto covenant and agree as follows:

I.

AREA TO BE SERVED

A. Underground Service: - Subject to the conditions hereafter specified, and in reliance upon the representation of Developer and the plat of the subdivision reflecting that there are 24 or more lots in said subdivision upon which dwelling units, as herein defined, are to be constructed, or that 24 or more dwelling units are to be constructed within said subdivision, Company agrees to install, own, operate and maintain an underground electric distribution system for the furnishing of electricity to the aforesaid subdivision, making underground service available to all lots which are platted in said subdivision at the execution of this contract, and all dwelling units to be constructed within said subdivision, said subdivision being hereinafter designated Underground Residential Subdivision. "Dwelling units" shall include homes, townhouses and duplexes built for sale or rent and wired so as to provide for separate metering to each dwelling unit, but shall exclude mobile homes, as hereinafter specified. (If an apartment structure is erected within the Underground Residential Subdivision and wired so as to provide for separate metering to each dwelling unit, then underground service will be provided to such structure, or, at the option of Developer, Company will furnish any other available type of service, under the terms and conditions of a separate contract.)

B. Reserves: - Except as hereafter provided, Company is not obligated under this contract to install facilities in Reserve (s) in Campeche' Cove Subdivision, Section I. If, however, Developer or any purchaser from Developer utilizes any reserve area for the erection of residential structures, such as homes, apartment structures, townhouses and duplexes, and if the development of such reserve area otherwise meets the requirements of Paragraph A above, then Company agrees to furnish underground service to the structures within such reserve area according to the terms, and conditions of a separate contract.

II.

BOOK 2604 PAGE 51

INSTALLATION OF FACILITIES

A. Type of service:- The electric service furnished under this agreement will be of the type described by Company as single phase, 240/120 volt, three wire, 60 cycle alternating current for lighting and power.

B. Distribution System: - The underground electric distribution system shall be installed in easements provided therefor and shall consist of overhead primary feeder circuits constructed on wood poles, single phase, underground primary and secondary circuits, pad mounted or other type of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. Company reserves the right to construct such overhead primary feeder lines within dedicated easements or easements otherwise acquired at such points along the perimeter of the subdivision or elsewhere as it may determine to be necessary for the furnishing of the underground residential distribution system herein provided for or to meet Company's general area requirements. At Company's option those lots adjacent to such overhead distribution facilities may be served from such overhead distribution system. Where overhead service is furnished the distribution system will be installed in easements provided therefor and shall consist of overhead primary and secondary circuits, constructed on wood poles equipped with transformers and such other appurtenances as shall be necessary to make overhead service available. Company shall at all times have title to and complete control over the facilities to be installed by it.

C. Preparation of Easement:- All easements for underground distribution shall be kept free and clear of obstructions. Developer agrees, at his expense, to have all lot corners and location of all dwelling units accurately staked on the ground, to have all easements cleared of trees, stumps, and other obstructions which would interfere with Company's pole line or underground cable installation, and to develop all easements and rights of way to final level grade, suitable for machine trenching, before Company starts its installation.

D. Coordination of construction:- Developer agrees to coordinate his construction work with Company's construction work in such a way that Company's facilities can be installed without interference due to construction of streets, sewers, water line and facilities of other utilities. In the event Developer interferes with Company's installation of its facilities by the untimely installation of streets or other facilities, Company shall give notice to Developer and if the interference is not eliminated, a payment equivalent to the additional cost to Company brought about by the interference will be made by Developer and such shall be due upon the determination by Company of such additional cost and the submission of an invoice therefor.

E. Temporary service:- Temporary service for home construction shall be available only to locations adjacent to existing energized transformers or secondary junction boxes. The applicant for temporary service will install a meter loop in accordance with the Company's then current Standards and Specifications, and shall at his own cost, furnish and install necessary cable and appurtenances from the line side of the meter base to the designated point of service connection in compliance with applicant's service cable at Company's installed transformers or energized secondary junction boxes. Charges for temporary service under the conditions outlined above will be the same as in overhead service areas.

F. Service lines: - The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from point of Company's metering at the dwelling unit or structure to the point of attachment at Company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by Company at a point designated by Company at the property line of each lot. Company shall make the necessary electrical connections at both the meter and the transformer or secondary junction box. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain a service entrance in accordance with Company's then current Standards and Specifications for the location and installation of the meter for the electric service to each dwelling unit.

G. Construction schedule: - It is understood and agreed that Company does not obligate itself to start construction of its facilities under this contract prior to sixty (60) days from the date of this contract. However, Company will endeavor to start construction at an earlier date and expedite completion of the work provided for in this contract. Construction will not be started until Developer has granted the easements provided for herein and met all conditions specified in Article II-hereof.

III.

EASEMENTS

A. Grant of easements:- Developer by the execution of this agreement hereby grants to Company, and to the various homeowners within the Subdivision, all necessary easements for the installation, maintenance and operation of Company's electric distribution system and homeowner's facilities, as follows:

1. Easements along, over, under and across the thoroughfare and streets for Company's underground facilities.
2. Easements along, over, under and across those areas specified as utility easements for Company's underground facilities and necessary appurtenances, including, without limitation, pad mounted transformers and junction boxes, and in areas where service is to be overhead the utility easements may be utilized for overhead facilities.
3. Easements for the reciprocal benefit of the various homeowners affording access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires.

B. Location of easements:- The Company shall have the right to use the utility easements which are shown on the recorded plat of the Subdivision as centered on the rear property lines of all lots, and such additional easements as may be required for its underground distribution system will be located at such points as the underground system reasonably requires.

C. Additional easements: - Developer further agrees to grant to the Company and/or the various homeowners such additional easements within the aforesaid Subdivision as shall be necessary for the installation, maintenance and operating of Company's and homeowner's facilities; however, this paragraph is intended to create an obligation binding only on the Developer and the same is not to be construed as creating a covenant running with the land or as binding on subsequent purchasers of the lots in Campeche Cove Subdivision, Section I.

D. Easements instruments: - Developer agrees to execute the customary additional instruments confirming the easements and rights of way heretofore granted or agreed to be granted, pursuant to this contract.

IV.

DEED RESTRICTIONS

Developer agrees to include in the restrictions made applicable to the Subdivision provisions substantially as follows:

"An underground electric distribution system will be installed in that part of Campeche' Cove Subdivision, Section I, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Campeche' Cove Subdivision, Section I, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) \$1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s) shown on the plat of Campeche' Cove Subdivision, Section I, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve (s)."

V.

Payment by Developer: - The underground distribution system covered by this contract is being installed by Company at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation (a) that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and apartment structures, constructed upon the premises and designed to be permanently located where originally constructed (such category of

DEED of TRUST
BOOK 2604 PAGE 56

dwelling units expressly to exclude mobile homes), and so wired as to provide for separate metering to each dwelling unit. Should Developer's plans as outlined to Company be changed so that mobile homes are to be erected, or should the Developer sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for \$1.75 per front lot foot for all lots or dwelling units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company's standard overhead service; and Company shall not be further obligated to Developer under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or to the dwelling units located therein unless (a) the replatted lots or dwelling units to be located therein are to be constructed for "dwelling units" as hereinbefore defined, same being those constructed and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and wired for separate metering to each dwelling unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any dwelling units called for by the change in plans, Developer shall pay to Company the cost to Company of installing and altering such facilities.

It is understood and agreed that the above provisions of this Article V also apply to any future residential development in Reserve (s) shown on the plat of Campeche' Cove Subdivision, Section I, as such plat exists at the execution of this contract or thereafter. Specifically, but not by way of limitation, if Developer undertakes some action in a former Reserve (s) which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, Developer shall pay Company \$1.75 per front lot foot for all lots in both Reserve (s) and the Underground Residential Subdivision.

It is also understood and agreed that if Developer undertakes any action in the lots within the Underground Residential Subdivision which invokes the above per front lot foot payment in said Underground Residential Subdivision, Developer shall pay \$1.75 per front lot foot for any future installation of underground electric service in the above described Reserve (s).

The above provisions of this Article V do not apply to any future non-residential development in such Reserve (s).

This instrument constitutes the entire contract of the parties with respect to the matters herein contained and when duly executed shall be binding upon and inure to the benefit of both parties and their respective successors, legal representatives and assigns, but the agreement shall not be assignable by Developer without the written consent of Company.

EXECUTED in triplicate at Houston, Texas, as of the 26th day of AUGUST, 1975.

HOUSTON LIGHTING & POWER COMPANY

By [Signature]
Group Vice President

CAMPECHE DEVELOPMENT CORPORATION

By [Signature]
President

BOOK 26104 PAGE 57

DELETED PAGE

ATTEST:
[Signature]
ASST. Secretary COMPANY

ATTEST:
[Signature]
Secretary DEVELOPER

P.O. Box 3387
Mailing Address
Galveston Texas 77550
City Zip

STATE OF TEXAS

DEED INSTRUMENT

COUNTY OF Galveston

BOOK 2604 PAGE 58

BEFORE ME, the undersigned authority, on this day personally appeared John L. Sullivan, President of Campoch Development Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Campoch Development Corporation, a Texas Corporation, and that he executed the same as the act and deed of such Corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of August, 1975.

Marion C. Sings
NOTARY PUBLIC IN AND FOR
Galveston COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. R. Hambeck, Group Vice President of Houston Lighting & Power Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Houston Lighting & Power Company, a corporation, and that he executed the same as the act and deed 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 23rd day of September, 1971.

Janet Van Hambeck
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

RETURN TO:
P. O. Kupec
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77001

DEED OF TRUST
BOOK 2604 PAGE 59

55590

FILED FOR RECORD
at 3:00 o'clock PM
OCT 6 1975
J. G. HUMPHREY, JR.
CLERK OF GALVESTON COUNTY, TEXAS
By *[Signature]* Deputy

COUNTY OF GALVESTON
STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the public records of Galveston
County, Texas as stamped herein by me.



OCT 6 1975
[Signature]
COUNTY CLERK Galveston County Texas

[Handwritten initials]

Marvin Lightfoot Powers

16 Box 176
14/1/84 27209