

Acct. No.: _____

Phone #: _____

**PRIVATE AREA LIGHTING SERVICE
ALL NIGHT OUTDOOR LIGHTING SERVICE AGREEMENT**

This Agreement is made by and between the El Paso Electric Company, hereinafter called the "Company" and
COUNTY OF EL PASO Here in after called the "Customer".

The Company agrees to install, operate and maintain on the Customer's premises, located at _____
DELTA DR / SEVILLE DR, with a mailing address of 800 E OVERLAND AVE _____
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 " Area Light Rate" for _____ ⁶ luminaries,
5-400 W HPS F/L, 1-250 W HPS F/L watts per luminaire, 5 @ \$14.32, 1 @ \$11.31
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 2 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 the Company at time of installation the sum of \$ -0- 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 _____, 2010

EL PASO ELECTRIC COMPANY

CUSTOMER: _____
SIGNATURE

BY: GRACIE VALDESPINO _____
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PRINT

COUNTY LEGAL REVIEW FORM

KK-10-072

Contract Description: El Paso Electric Company/ Outdoor Lighting/JPD

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted

Approved as to Form with Amendments/Modifications/Reservations
Noted Below*

Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Kitty Schild
Assistant County Attorney
Date: 02/08/2010