

**STATE OF LOUISIANA**  
**PARISH OF \_\_\_\_\_**

**CONTRACT AND RIGHT-OF-WAY**  
**EASEMENT AND SERVITUDE**  
**FOR UNDERGROUND SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that this Contract and Right-of-Way Easement and Servitude is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between Dixie Electric Membership Corporation (hereinafter referred to as "DEMCO") and \_\_\_\_\_, (hereinafter referred to as "Owner").

WHEREAS, owner is the owner of the following described property situated in the Parish of \_\_\_\_\_, State of Louisiana (said property being referred to hereinafter as "Owner's property"):

WHEREAS, OWNER intends to subdivide and to develop Owner's property into a residential and/or commercial subdivision, said subdivision to be known as \_\_\_\_\_, a plat of said subdivision being marked Exhibit "B" and is attached hereto and made a part hereof; and

WHEREAS, OWNER desires to obtain electric utility service for Owner's property and all developments thereof and DEMCO is ready, willing and able to provide such electric utility service to Owner's property;

THEREFORE, IT IS HEREBY AGREED AND UNDERSTOOD that DEMCO will provide underground electric distribution single (three) phase service to Owner's property as described above. The consideration for this agreement is the mutual covenants and agreements herein contained and to be enjoyed by the parties hereto, including the benefits to be derived by DEMCO as a result of serving Owner's property and the benefits to be derived by the Owner and Owner's vendees as a result of having an underground electric distribution system provided the subdivision.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that this Contract is subject to the following terms and conditions;

**A. OBLIGATIONS OF DEMCO:**

1. DEMCO will provide service the meter pan to be located on each structure or building receiving electric service in the subdivision which is described on Exhibit "B" attached hereto and to other structures located or to be located on the remainder, if any, of Owner's property described above as "Owner's property".
2. All of the electric facilities and other related facilities installed in or on Owner's property shall remain the property of DEMCO.
3. DEMCO will install one (1) underground electric service for each individual lot located in the subdivision depicted on Exhibit "B" which is attached hereto and/or to lots to be developed on the remainder of Owner's property described herein, in accordance with the standard service policy of DEMCO in effect at the time such service is installed, it being understood by the parties hereto that the service policies of DEMCO may change from time to time and such right to change said policies are specifically reserved herein by DEMCO. Any additional service requested for an individual lot shall be installed at the sole expense of the Owner or Owner's vendee.
4. Temporary facilities and electric service for Owner's construction (or Owner's vendee's construction) work in the subdivision and/or remaining property of the Owner may be furnished on such terms and conditions as are agreed upon by the parties, i.e., DEMCO and Owner or DEMCO and Owner's vendee (s), from time to time.
5. DEMCO shall not be liable in anyway to Owner and/or Owner's vendee (s), or their successors in title, for delay in installation of facilities, or in starting service, or for interrupting or curtailing electric service when such is caused by or results, directly or indirectly, from shortage or delay in delivery of materials, injunction, fire, strike, riot, explosion, flood, accident, breakdown, acts of God, acts of the public enemy, restraints, requirements, orders, regulations, rules, guidelines, or requests by any Federal, State or Local administration, legislative, or judicial body or agency, fuel shortage, rationing, or curtailment, or any cause not reasonably within the control of DEMCO.
6. All electric service furnished by DEMCO hereunder shall be furnished subject to DEMCO's general terms and conditions then applicable to such service and shall be charged for in accordance with the then applicable rate schedules for the respective class of service. DEMCO hereby expressly reserves the right to change the general terms and conditions of service and the rates and other charges provided in such schedules at anytime and from time to time.

**B. OBLIGATION of OWNER:**

1. Owner warrants to DEMCO that it is the owner of entire interest in and to the real estate described above (Owner's property) which said property includes but may not be limited to the subdivision development described on the attached Exhibit "B", and that he has the absolute right and authority to enter into this agreement with DEMCO.

2. Owner and DEMCO understand that, presently, Owner intends to develop only the subdivision indicated on the attached Exhibit "B"; however, Owner and DEMCO further agree that all provisions of this Contract and Right-of-Way Easement and Servitude shall apply to the remaining portions of Owner's property, described above and that subsequent vendee(s) of Owner of property taken from the subdivision tract described on Exhibit "B" attached hereto and/or subsequent vendee(s) or property taken from the remainder of Owner's property, shall be subject to and in accordance with the terms and conditions of this agreement, it being the intent of the parties hereto that this agreement shall be a covenant running with the land and, thereby binding on all subsequent owners of all or any portion of the Owner's property, as described above.

3. Owner grants exclusive permission to DEMCO to install underground single (three) phase electric distribution facilities on, under and over Owner's property and to that end, hereby grants to DEMCO a right-of-way easement and servitude over Owner's property, the said servitude to be located as more specifically shown on Exhibit "B" attached hereto, the Owner warranting herein to DEMCO that no lots or any other portion of the Owner's property has been alienated prior to execution of this Contract and Right-of-Way Easement and Servitude, it being understood that DEMCO shall rely on the location of its servitude(s) as indicated on said plat in making its installation of electric facilities to serve owner's property.

Owner further grants to DEMCO the right to enter upon and to place, erect, construct, extend, operate, repair, maintain, inspect, relocate and replace thereon an electric transmission and/or distribution line or system on or under Owner's property and/or in, upon or under all streets, roads, or highways abutting said lands: to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as DEMCO may from time to time, deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, and transformer enclosures, Owner further grants unto DEMCO the right to enter upon and to place, erect, construct, extend, operate, repair, maintain, inspect, relocate and replace thereon and in, under or upon all streets, roads, or highways abutting Owner's property, a single (three) phase underground distribution line or system.

Owner further grants unto DEMCO the right from time to time to cut, trim, and control the growth by chemical means, machinery, or other wise trees and shrubbery to the extent necessary to keep them clear of said electric lines or system, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, without further payment.

Owner or Owner's vendee (s) shall not erect, locate or permit the erection or location of any structure or object of any type which would interfere with the use by DEMCO of this servitude. DEMCO shall have the right of ingress and egress at any and all times to, from and along the said land covered by this servitude.

4. Owner will provide suitable servitudes, cleared of trees, stumps and other debris, for DEMCO's facilities with ground to be at final grade prior to start of construction by DEMCO. Owner agrees to complete construction of paved streets and sewer and drainage facilities before DEMCO shall be obligated to install its facilities in such area. Owner further agrees to coordinate its construction work with DEMCO's installation work so that DEMCO's work can be completed without undue interference or delay. Any additional cost to DEMCO occasioned by Owner's failure to satisfy its obligation under this Paragraph shall be promptly reimbursed to DEMCO upon written demand for same by DEMCO.

It is further understood that DEMCO's engineering department shall determine the most economical and feasible route for the facilities to be installed on Owner's property as described herein and that in the event Owner desires that said facilities be routed differently, Owner shall be responsible for any increase cost, if any, of said alternatives routing.

5. Owner shall reimburse DEMCO for the cost of installation of the underground primary distribution facilities to be installed and the cost of installing standard overhead primary distribution facilities in the subdivision indicated on the attached Exhibit "B" and/or remainder of Owner's property in the following manner to wit:

**As set forth by the Louisiana Public Service Commission, Docket No. U-24-209, dated May 14, 2001, the cost differential between underground and overhead shall be set at \$5.00 per front foot.**

**The developer shall receive a "credit of \$4.00 per front foot if the developer provides trenching and conduit for installation of underground facilities. All costs of other services, such as street lighting, shall be calculated and paid for separately.**

Prior to installation the differential cost shall be computed by DEMCO and Owner shall pay to DEMCO, upon execution of this agreement, or at such other time as agreed to by the parties, the differential cost, in cash, prior to construction of the underground facilities by DEMCO.

IT IS FURTHER AGREED AND UNDERSTOOD, that DEMCO shall be the exclusive supplier of electric power to the entirety of Owner's property and that no other supplier of electricity shall be granted right-of-way easements or servitudes

to the Owner's property or any part thereof, other than servitudes already granted, if any, and that this further condition constitutes a necessary condition to the execution of this agreement by DEMCO and that, should said condition not be met, any and all obligations of DEMCO hereunder shall immediately cease and that the Owner will thereupon pay over to DEMCO the actual cost of any and all facilities rendered useless to DEMCO as a result of said condition not being met.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, as indicated hereinabove, it is the intention of the parties hereto that this agreement shall be a covenant running with the land and; therefore, binding on all subsequent owners, successors, and assigns of the Owner herein which may subsequently purchase all or any portion of Owner's property described above.

NOTWITHSTANDING anything contained herein to the contrary, in certain instances, the plat(s) of the initial development of all or any portion of Owner's property (indicated herein as being attached hereto as Exhibit "B") may not be available at the time of execution of this Contract and Right-of-way Easement and Servitude. If such is the situation at the time of execution of the Contract and Right-of-Way Easement and Servitude. If such is the situation at the time of execution of this contract, the parties hereto shall initial this paragraph in the spaces provided in the margin of this agreement and, in that event, Owner does hereby agree that at a future time, when the said plat(s) are available, a copy of same shall be provided DEMCO, and Owner further is obligated hereunder to identify a copy of said plat(s) with this Contract and Right-of-Way Easement and Servitude under to identify a copy of said plat(s) with this Contract and Right-of-Way Easement and Servitude and to record same in the records of the Clerk and Recorder in and for the Parish in which Owner's property is situated. After such recordation of the plat(s) referred to herein, same shall be treated as if the plat(s) had been attached hereto as Exhibit "B" at the time this agreement was executed.

Any person signing this agreement as an authorized agent of a corporation or other legal entity does hereby warrant to DEMCO that he has been duly authorized to execute said agreement on behalf of such legal entity by resolution duly adopted by the appropriate Board of Directors or such other body empowered to grant said authority to the agent executing this agreement.

THUS DONE AND SIGNED, after a reading of the whole, on the day, month and year written above in the presence of the undersigned competent witnesses.

WITNESSES:

**DIXIE ELECTRIC MEMBERSHIP CORPORATION**

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

BY: \_\_\_\_\_  
Authorized Agent  
\_\_\_\_\_  
Owner  
BY: \_\_\_\_\_  
Authorized Agent

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_

who after first being duly sworn by me declared and acknowledged that he signed the foregoing instrument as a witness thereto, and that the said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witness after a due reading of the same and with full knowledge of the contents and for the purpose therein set forth, and that the signatures thereon are true and genuine.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

**Underground Street Light Addendum: Appendix A**

**Appendix A**

**AND SERVITUDE BY AND BETWEEN  
DIXIE ELECTRIC MEMBERSHIP CORPORATION AND**

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

For and inconsideration of the mutual covenants, agreements and considerations set forth in that certain Contract and Right-of-Way Easement and Servitude by and between Dixie Electric Corporation (hereinafter referred to as "DEMCO") and \_\_\_\_\_ (hereinafter referred to as "Owner), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003, DEMCO does hereby agree to furnish street lighting by means of street light standards of DEMCO's choice, from underground wire, until such time as the subdivision shown on the attached Exhibit "B" and/or the remainder of Owner's property is or may be incorporated into the limits of any municipality or any street lighting district, at which time the obligation of DEMCO to provide street lighting will terminate. The street lights are to be located by DEMCO at points reasonably designated by the Owner or the Owner's engineer. All facilities for lighting except light fixtures are to be installed at the time of development of Owner's property. Fixtures shall be installed as required by residents who have constructed homes at points adjacent to light standards in the subdivision indicated on the attached Exhibit "B" and/or any remainder of Owner's property.

Owner shall reimburse DEMCO for the cost of installation of the underground wiring and street lighting facilities in the subdivision indicated on the attached Exhibit "B" and/or any remainder of Owner's property.

**Owner shall pay to DEMCO the cost of \$600.00 per light for the "colonial head" street lights or \$1,200.00 per light for the "acorn head" street lights.**

THUS DONE AND SIGNED, after a reading of the whole, by the undersigned parties after which, this addendum was attached to the above described Contract and Right-of-Way Easement and Servitude.

DIXIE ELECTRIC MEMBERSHIP CORPORATION

BY: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Owner