

AGREEMENT FOR UNDERGROUND SERVICE

3976

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WHEREAS, the undersigned Member/Consumer (hereinafter "Consumer") of Coahoma Electric Power Association (hereinafter "Association") has requested the Association to install underground service lines and connections rather than the usual and customary overhead service lines and connections in order to provide electric service to the residence of said Consumer located at 1-26-175 in Desoto County, Mississippi; and

WHEREAS, the Association is agreeable to installing such underground service, but only upon the terms and conditions set forth and contained hereinbelow;

THEREFORE, in consideration of the premises and in further consideration of the mutual covenants and agreements made by and between the parties hereto as contained hereinafter:

(A) Association hereby agrees to install underground service lines and connections to provide Consumer with electric service at the above location along routes located substantially similar to the routes designated therefor on the map or plat attached hereto and made a part hereof as Exhibit "A"; and

(B) Consumer agrees, binds and obligates himself, his heirs or assigns:

(1) To pay to Association, in advance, the amount as computed by Association to be the total cost of installing such underground service, less an amount equal to what it would have cost the Association to provide the usual and customary overhead service lines and connections;

(2) To convey unto Association, and the same is hereby conveyed, a perpetual right-of-way and easement ten (10') feet in width, measured five (5') feet perpendicularly distant from either side of the centerline of the aforesaid underground service line routes for the construction, reconstruction, repair, maintenance and upkeep of such underground service lines and connections; and

(3) To cause no obstruction or improvements to be placed or constructed on or over the aforesaid right-of-way and underground service lines and connections, and should any such obstruction or improvements be so placed or constructed hereafter, to hold Association completely harmless for any damage reasonably and necessarily caused by such offending obstructions or improvements in the usual and ordinary course of Association's repair, maintenance, upkeep, construction and reconstruction of said underground facilities.

(4) To pay to the Association the total cost of relocating, re-routing or reconstructing the service lines or connections should such relocating, re-routing or reconstructing be necessitated by obstructions or improvements placed or constructed on the aforesaid right-of-way.

This Agreement shall be a condition running with the land hereinabove described, and shall be fully binding upon Consumer and all subsequent owners thereof so long as such underground service lines and connections there remain.

WITNESS the execution of this Agreement by the parties hereto on this the 16th day of October 19 89.

Jerry L. Walls
(Jerry L. Walls)

COAHOMA ELECTRIC POWER ASSOCIATION
BY: Lulu Bowers
MANAGER

ATTEST:

Jimmy B. Pittrell
ASSISTANT SECRETARY

This easement is good only for underground power service to house from service pole

STATE OF MISSISSIPPI

COUNTY OF COAHOMA *Miss*

This day personally appeared before me, the undersigned authority within and for the County and State aforesaid, the within named Terry L. Collins and _____ who acknowledged that they signed and delivered the above and foregoing instrument on the day and date therein stated.

GIVEN under my hand and official seal on this the 11th day of October, 1989.

Peter Bess
NOTARY PUBLIC
My Commission Expires July 22, 1990
My commission expires: _____
MISSISSIPPI
NOTARY PUBLIC
COAHOMA

STATE OF MISSISSIPPI

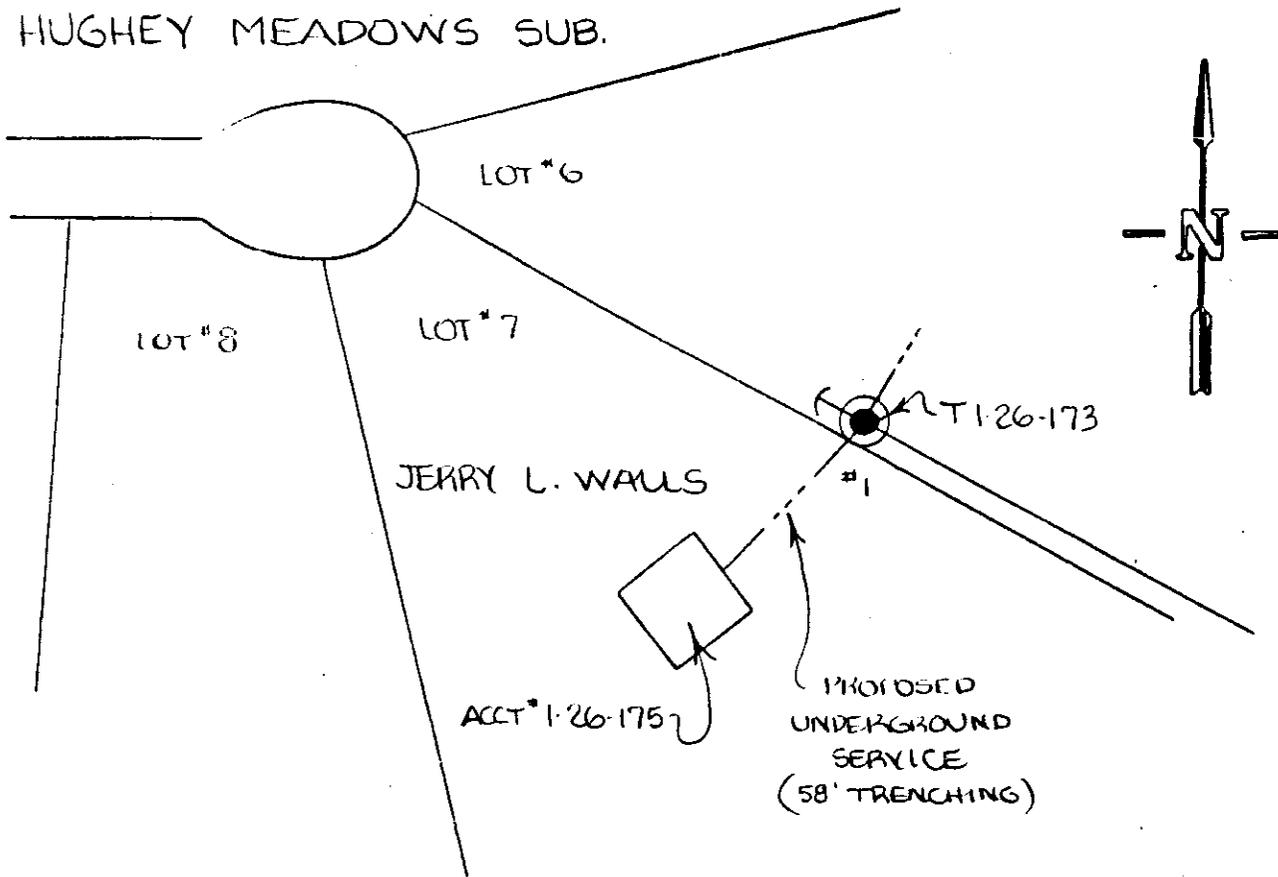
COUNTY OF COAHOMA

This day personally appeared before me, the undersigned authority within and for the County and State aforesaid, Debra Bonds and Jimmy Mitchell, personally known to me to be the Manager and Asst. Manager, respectively, of Coahoma Electric Power Association, who acknowledged that as such officers of said corporation, and being lawfully authorized so to act, they did sign, seal, execute and deliver the above and foregoing instrument on the day and date therein stated as and for the voluntary act and deed of the said Coahoma Electric Power Association.

GIVEN under my hand and official seal on this the 27th day of March, 1990.

Virginia Burchfield
NOTARY PUBLIC
My Commission Expires: November 24, 1990
My commission expires: _____
MISSISSIPPI
NOTARY PUBLIC
COAHOMA

HUGHEY MEADOWS SUB.



COMPLETE LEGAL DESCRIPTION OF PREMISES

Lot #7, Hughey Meadows Subdivision located in Section 36, Township 1 South,
Range 9 West in Desoto County, Mississippi.

Approved and accepted, this
16th day of October 19 89 .

Received, this 23rd day
of March 19 90 .

X Jerry L. Walls
OWNER/MEMBER/CONSUMER

Bill Bonds
For Coahoma Electric
Power Association

STATE MS.-DESOTO CO. D.D.
FILED

APR 9 4 20 PM '90

RECORDED 4-11-90
DEED BOOK 224
PAGE 461
W.E. DAVIS CH. CLK.