

THE STATE OF TEXAS ()

DECEMBER 1, 1947

COUNTY OF JOHNSON ()

BE IT REMEMBERED THAT at a Regular Meeting of the Commissioners' Court of Johnson County, Texas, held on the 1ST day of December, A.D. 1947, the following members were present: Honorable H. G. Littlefair, County Judge; Commissioner Wyatt, Precinct #1, Commissioner Maddox, Precinct #3, Commissioner Roland, Precinct #4, commissioner Sam Evans and Louis B. Lee, County Clerk. Among other things they did the following:

A motion was made by Commissioner Wyatt and seconded by Commissioner Evans that all proper and endorsed bills be allowed and ordered paid as submitted. All voted "Aye"

A motion was made by Commissioner Wyatt and seconded by Commissioner Maddox that Johnson County enter into an agreement with the Texas Power and Light Company for electric service to the Johnson County Memorial Hospital for a period from February 1, 1948 to February 1st, 1953, as per agreement set out below: Maximum of 65 K W under rate schedule LP-20. All voted "Aye"

AGREEMENT FOR ELECTRIC SERVICE.

This Agreement, made this ____ day of _____, 19__ by and between Johnson County Hospital Johnson County, Texas, Owner (hereinafter called Customer), and TEXAS POWER & LIGHT COMPANY, a Texas corporation (hereinafter called Company), WITNESSETH:

Whereas, Customer desires to secure electric for the purposes described below, and

Whereas, Company is able and willing to supply all the electric service Customer may now require for such operation.

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, and of the mutual benefits to be derived herefrom, the parties hereto hereby covenant and agree as follows:

1. Company will supply and Customer will take and pay for all electric power and energy required for the operation of Customer's Hospital Between Main & Anglin Streets located at or near North of Batterson Street Cleburne, Texas, up to a maximum of 65 kw-in accordance with the terms and conditions of Company's Rate Schedule LP-20, attached hereto and Company's Service Regulations on file at Company's office, hereby, made a part hereof.

All bills for service delivered hereunder are due upon presentation and are payable at the office or agency of the Company in Cleburne, Texas.

2. The electric power and energy delivered hereunder shall be in the form of signal phase, 115/230 volts, and three phase, 230 volts, alternating current at 60 cycles (with reasonable variation to be allowed in both frequency and voltage). Such power and energy will be measured at 230 volts.

3. The point of delivery for the electric service supplied hereunder shall be the point where Company's wires or apparatus connect with Customer's wires or apparatus at North Side of Hospital and maintenance by Company of the above stated voltage and frequency at the said point of delivery shall constitute delivery of service for the purpose of this Agreement.

4. Customer may request in writing from time to time additional power in excess of the amount which Customer may at such time have under contract, as specified in Paragraph 1 hereof, and Company will make such additional power available within sixty days from date of such written request, provided Company has such additional power available for sale, and provided further that in Company's

judgment the unexpired term of this Agreement is sufficient to justify Company in making such additional power available to Customer.

If Company is required to make an additional investment in facilities to serve such additional power, Customer, if requested by Company, agrees to execute a new agreement or agreements at Company's regular published rates for such altered service and under such terms and conditions as will justify Company in making the added investment, which agreement or agreements shall supersede and be substituted for this Agreement.

5. Customer will install and maintain his electrical equipment in a thoroughly safe and efficient manner and in full compliance with all laws and local ordinances and with the Service Regulations of Company effective at any time during the term of this Agreement. Company, however, does not assume the duty of inspecting Customer's wiring, machinery, or apparatus, and shall not be responsible therefor. Customer will properly protect Company's property on Customer's premises, and will permit no one to inspect or tamper with Company's wiring or apparatus except Company's agents or persons authorized by law. Customer assumes all responsibility for the electric current on Customer's wires or apparatus from the point of delivery herein specified, and will protect and save Company harmless from all claims for injury to persons or property occasioned by such electric current on Customer's wires or apparatus. Customer will provide on his premises, at points to be mutually agreed upon, suitable space for the installation of such equipment as Company may deem necessary to enable it to deliver and measure the power and energy herein described.

6. The Rate Schedule referred to herein contains the present established rate of Company at the date of this Agreement for the class of service contracted for, schedule of which is now on file at Company's office and with the municipal authorities of any city, town or village having jurisdiction. It is

understood and agreed, however, that this rate is expressly subject to change from time to time by such governmental, regulatory or other body as may have jurisdiction in the premises.

7. It is recognized that the primary obligation of Customer hereunder is to take and pay for electric power and energy for the term and at the rate herein specified, and, in the event of breach or default on the part of Customer in such obligation, Company may, at its option, either enforce specific performance of this Agreement or declare the contract terminated, as provided in Company's Service Regulations, in which latter event, in addition to the amount then due for service hereunder, there shall immediately become due and payable to Company, as liquidated damages and not as a penalty, a further sum equal to the total, for the unexpired term of this Agreement, of the monthly minimum amounts specified in the above Rate Schedule.

8. It is expressly understood and agreed by the parties hereto that all power and energy delivered under this Agreement is intended to be and shall be consumed wholly within the State of Texas, and no part thereof shall be transmitted or consumed outside the limits of said State. In the event that any of said electric power and energy is being or is about to be transmitted or consumed outside the limits of said State, then this Agreement shall immediately cease and terminate, and service will be discontinued to Customer until such time as arrangements, satisfactory to Company, shall have been made by Customer which will thereafter prevent the transmission or consumption outside the limits of said State of electric power and energy delivered by Company to Customer.

9. This Agreement supersedes all prior agreements between Customer and Company for service mentioned herein and all representations, promises or other inducements, written or verbal, made with respect to the matters herein contained. It is subject to all laws and governmental regulations and to the provisions of Company's franchise, and is not binding upon Company unless and until signed by one of its officers, or an agent thereunto authorized in writing. No modification of any

provision of this Agreement shall be binding upon Company unless reduced to writing and signed by one of its officers, and modification of any one or more provisions of this Agreement by mutual consent in writing, as aforesaid, shall not effect any of the remaining provisions hereof not so modified.

10. This Agreement shall inure to the benefit of and be binding upon the respective heris, legal representatives, and successors, by operation of law, of the parties hereto, but shall be voluntarily assignable by either party only with the written consent to the other, except that Company may, without Customer's consent, make such assignment to any person or corporation in any lawful way acquiring or operating all or any part of Company's property used in supplying service under such agreement.

11. Inability on the part of Company to meet its contractual obligations hereunder, when such inability is due to Company's compliance with an order or formal request of a governmental agency curtailing or diverting Company's available electric power resources, shall not constitute default on the part of Company hereunder. In the event of any such curtailment, Customer shall be relieved of the obligation to pay for more than the amount of power from time to time made available by the Company, taking into consideration the time and extent of the curtailment.

12. This Agreement shall not become binding upon Company until the necessary material, required by Company to carry out this Agreement, shall have been secured and installed. Company will, however, exercise due diligence in its efforts to secure and install the necessary material.

13. The obligations of both parties hereto shall commence and Company's Rate Schedule hereinabove referred to, with the guarantee therein set forth, shall begin to apply on February 1, 1948, or upon such earlier date as Customer shall have begun to take electric power or energy hereunder, and shall continue, unless terminated as herein provided, until February 1, 1953, and shall be automatically extended for a period of five year(s) from each expiration date, unless and until either party shall notify

the other in writing not less than thirty (30) days prior to such expiration date of its desire to terminate this Agreement. Company shall not be liable for failure to make such service available to Customer on the date above named, unless such failure results from Company's willful neglect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

WITNESS:

Johnson County Hospital Customer

By H. G. Littelfair

Title County Judge

WITNESS:

TEXAS POWER & LIGHT COMPANY
(company)

BY _____

TITLE Vice President

TEXAS POWER & LIGHT COMPANY

GENERAL SERVICE (MEDIUM)

SCHEDULE LP-20

APPLICATION

To any customer for all electric service supplied at one point of delivery and measured through one meter. Not applicable to temporary, breaddown, standby, supplementary, or resale service.

NET MONTHLY RATE

\$35.00, which includes the use of 20 kw.

\$1.50 per kw at additional kw.

2.0¢ per kwh first 3,000 kwh

1.5¢ per kwh next 5,000 kwh

1.0¢ per kwh next 12,000 kwh

.9¢ per kwh all additional kwh

Minimum, \$1.50 for each of the highest kw established during the 12 months ending with the current month, but not less than the charge for the current monthly kw as defined below.

Minus or plus one-half of one per cent of the amount computed at the above stated rate for each whole point in the "All Commodities" index below 60 or above 110, respectively. For this purpose there shall be employed the average of three most recently published monthly values for the "All Commodities" index taken from "Wholesale Prices" compiled by the United States Department of Labor (adjusted to a 1926 base if any other date should be employed for the base by the United States Department of Labor). Failure to apply this provision in event of variation in such "All Commodities" index shall not constitute waiver of such right as to any subsequent variation.

Plus the proportionate part of any new tax, or increased rate of tax, or governmental imposition or charge (except state, county, city, and special district ad valorem taxes and any taxes on net income) levied or assessed against the Company or upon its electric business or imposed upon the Company under its fuel purchase contracts as the result of any new or amended laws or ordinances after January 1, 1946.

DETERMINATION OF KW

The kw supplied during the 15-minute period of use during the current month as determined by Company's meter, but not less than:

1. Twenty-five per cent of the maximum kw established during the twelve months ending with current month.
2. Twenty-five per cent of the maximum amount of service contracted for.

TYPE OF SERVICE

Company will supply single or three phase service at 60 cycles and any standard voltages available from its distribution system and through one standard transformation, but will in any event supply a voltage for lighting service at the point of delivery if described by customer. Where entire service cannot be measured at one utilization voltage with one standard type meter, it will be measured at primary voltage.

PAYMENT

Bills are due when rendered, and become due if not paid within 10 days from date of bill. Service may be discontinued without notice to customers having due bills, and an additional charge of \$5.00 will be made before service is restored.

CONTRACT PERIOD

As provided for in the agreement for service.

NOTICE.

Service hereunder is subject to the orders of regulatory bodies having jurisdiction, and to the Company's Service Regulations.

A motion was made by Commissioner Wyatt and seconded by Commissioner Evans, authorizing the County Judge to execute a release of vendors lien on 87 ½ acres of land, sold by Johnson County to J. M. Graves on 13th of February 1899 as recorded in Volume 77 page 504 of the Deed Records of Johnson County. All voted "Aye".

Attest: _____ County Clerk _____ County Judge

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