

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of _____, 2019____, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Three Phase overhead primary distribution power lines and associated service lines. (herein called Facilities).

WHEREAS, County desires to construct proposed Road Widening on Hairy Man Road at Brushy Creek (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Pedernales Electric Cooperative's relocation consist of: Relocate approximately 0.20 miles of Three-phase Overhead power lines and associated Member service lines.
- County will reimburse Utility for Engineering Services, labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 6 LF/Poles of underground/aerial distribution power lines defined as Work =
\$ 102,142.25.

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco -U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative, Inc.
Name of Utility

By: 
Authorized Signature

DiAnn Hamilton
Print or Type Name

Title: Electrical Distribution and Design Manager

Date: 2-15-19

WILLIAMSON COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

Hairy Man Road/Brushy Creek Road Widening Cost Estimate

Description	Date	Comments	Qty	Extended Cost
Engineering Services				
Labor				
Senior Technician III			83.50	
Senior Technician II			224.25	
Senior Technician I			159.50	
Senior Engineer II/RPLS II			4.50	
Engineer in Training/SIT			0.50	
Project Technician III			10.00	
Project Technician II			11.00	
Senior CAD Operator III			4.00	
Senior CAD Operator I			8.00	
Administrative II			2.25	
<i>Sub Total</i>				\$ 46,702.13
Expenses				
Mileage				
Truck Mile	6/1/2016	Round Trip from M&S (6477 FM 311) office to Brushy Creek Road.	180.00	\$ 97.20
Truck Mile	6/21/2016	Round Trip from M&S (6477 FM 311)office to Brushy Creek Road.	186.00	\$ 100.44
Truck Mile	6/30/2016	Round Trip from M&S (6477 FM 311) office to Brushy Creek Road.	280.00	\$ 151.20
Truck Mile	10/17/2017	Round Trip from M&S (6477 FM 311) office to Brushy Creek Road.	207.00	\$ 110.75
Truck Mile	10/18/2017	Round Trip from M&S (6477 FM 311)Cobb Fendley for Utility Coordination Meeting.	218.00	\$ 116.63
Truck Mile	3/27/2018	Round Trip from M&S (6477 FM 311)Cobb Fendley for Utility Coordination Meeting.	223.00	\$ 121.54
Truck Mile	7/31/2018	Round Trip from M&S (6477 FM 311) office to PEC Cedar Park Office.	221.00	\$ 120.45

Truck Mile	8/2/2018	Round Trip from M&S (6477 FM 311) office to Brushy Creek Road.	197.00	\$	107.37
Truck Mile	1/7/2019	Round Trip from M&S office to 4200 Brush Creek for easement signature.	182.00	\$	105.56
Truck Mile	1/9/2019	Round Trip from M&S (6477 FM 311) office to PEC Canyon Lake office to synch computer.	30.00	\$	17.40
Truck Mile (Replace Stakes/Easement Record)		stakes and record new easements.	300.00	\$	160.50
<i>Sub Total</i>				\$	<i>1,209.04</i>
Easement Filing					
Cost	TBD		2.00	\$	80.00
Subtotal				\$	80.00
Total for Engineering Services				\$	47,991.17
Construction					
Material and Labor (see attached)				\$	49,151.08
Vegetation				\$	5,000.00
Total for Construction				\$	102,142.25
TOTAL				\$	102,142.25

M&S Engineering hourly rates will be delivered to Williamson County by PEC once construction is complete.

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WORK ORDER ESTIMATE SUMMARY

Work Order: I06295

Open Date: 06/10/2016

Project: 1400 - Cedar Park District

Revision: 0

Staked By:

Map Location:

Desc: MR AR30 BRUSHY CREEK ROAD WIDENING

Rel By:

Service Location: 0

Type: System Improvement

Rel Date: 05/01/2019

Customer: COBBFENDLEY & ASSOCIATES

Status: Open

Tran Type: Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
C1-2		2.000							
3Ph Tangent Single Support with Saddle P	1000 - Distribution Constru	2.1000	4.2000	0.00	319.73	38.36	164.51	290.77	813.37
C2-2		1.000							
3Ph Small Angle #1-0 ACSR #336 or 795 A	1000 - Distribution Constru	4.4000	4.4000	0.00	376.04	45.13	172.35	304.63	898.15
C7-7		7.000							
3Ph Deadend #795 AAC	1000 - Distribution Constru	4.0000	28.0000	0.00	1,307.20	156.87	1,096.76	1,938.52	4,499.35
C8		2.000							
3Ph Double Deadend or Medium Angle	1000 - Distribution Constru	8.6000	17.2000	0.00	455.86	54.70	673.72	1,190.79	2,375.07
E1-2		9.000							
Un-grounded Single Down Guy	1000 - Distribution Constru	1.1000	9.9000	0.00	432.75	51.93	387.78	685.39	1,557.85
F1-3		9.000							
Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Constru	1.7000	15.3000	0.00	227.13	27.26	599.30	1,059.26	1,912.95
G135		2.000							
1Phase Transformer Pre-mounted arrester	1000 - Distribution Constru	0.5000	1.0000	0.00	163.89	19.67	39.17	69.23	291.96
L2-2.1A5		1.000							
Light LED 100W Equiv Type 5 Area-4000	1000 - Distribution Constru	1.8000	1.8000	0.00	163.50	19.62	70.51	124.63	378.26
M2-2		6.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	0.7000	4.2000	0.00	548.41	65.81	164.51	290.77	1,069.50
M42-11		4.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	0.8000	3.2000	0.00	22.75	2.73	125.34	221.54	372.36
M42-13		40.000							
Deadend Assembly #336	1000 - Distribution Constru	0.8000	32.0000	0.00	356.82	42.82	1,253.44	2,215.46	3,868.54
M5-2		2.000							
Pole top pin and insulator	1000 - Distribution Constru	0.5000	1.0000	0.00	29.91	3.59	39.17	69.23	141.90
M5-23.3.1		12.000							
Stirrup Hot Line #336	1000 - Distribution Constru	0.5000	6.0000	0.00	168.33	20.20	235.02	415.40	838.95
M5-5		8.000							
Cross arm pin and insulator Drop in	1000 - Distribution Constru	0.5000	4.0000	0.00	128.16	15.38	156.68	276.93	577.15
M5-61.3		2.000							
Three Phase Off Pole Arrester	1000 - Distribution Constru	1.4000	2.8000	0.00	444.29	53.31	109.68	193.86	801.14
O336 AAC		4,820.000							
OH Conductor 336 Aluminum	1000 - Distribution Constru	0.0170	81.9400	0.00	2,423.01	290.76	3,209.59	5,672.95	11,596.31

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

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WORK ORDER ESTIMATE SUMMARY

Work Order: 106295

Open Date: 06/10/2016

Project: 1400 - Cedar Park District

Revision: 0

Staked By:

Map Location:

Desc: MR AR30 BRUSHY CREEK ROAD WIDENING

Rel By:

Service Location: 0

Type: System Improvement

Rel Date: 05/01/2019

Customer: COBBFENDLEY & ASSOCIATES

Status: Open

Tran Type: Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
P45-3		6.000							
Pole 45 Ft Class 3 Wood	1000 - Distribution Constr	4.0000	24.0000	0.00	2,014.50	241.74	940.08	1,661.59	4,857.91
*I 2001292		0.300							
Wire AAC 336.4 MCM	-	0.0000		0.00	0.15	0.02	0.00	0.00	0.17
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
Total For Construction Assembly Units:			240.9400	0.00	9,582.43	1,149.90	9,437.61	16,680.95	36,850.89

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

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WORK ORDER ESTIMATE SUMMARY

Work Order: 106295

Revision: 0

Desc: MR AR30 BRUSHY CREEK ROAD WIDENING

Type: System Improvement

Status: Open

Open Date: 06/10/2016

Staked By:

Rel By:

Rel Date: 05/01/2019

Project: 1400 - Cedar Park District

Map Location:

Service Location: 0

Customer: COBBFENDLEY & ASSOCIATES

Tran Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
C1		1.000							
3Ph Tangent Single Support #4 or #1-0 AC	1000 - Distribution Constru	1.0000	1.0000	0.00	0.00	0.00	39.17	69.23	108.40
C1-2		1.000							
3Ph Tangent Single Support with Saddle P	1000 - Distribution Constru	1.1000	1.1000	0.00	0.00	0.00	43.09	76.16	119.25
C1-3		2.000							
3Ph Tangent Double Support with Saddle P	1000 - Distribution Constru	1.6000	3.2000	0.00	0.00	0.00	125.34	221.54	346.88
C7		2.000							
RO:3Ph Deadend #4 ACSR or 1-0 ACSR&#	1000 - Distribution Constru	2.4000	4.8000	0.00	0.00	0.00	188.02	332.32	520.34
C7-7		3.000							
3Ph Deadend #795 AAC	1000 - Distribution Constru	2.2000	6.6000	0.00	0.00	0.00	258.52	456.93	715.45
C8		1.000							
3Ph Double Deadend or Medium Angle	1000 - Distribution Constru	4.8000	4.8000	0.00	0.00	0.00	188.02	332.32	520.34
E1-2		9.000							
Un-grounded Single Down Guy	1000 - Distribution Constru	0.8000	7.2000	0.00	0.00	0.00	282.02	498.48	780.50
E2-2		2.000							
Un-grounded Single Overhead Guy	1000 - Distribution Constru	1.3000	2.6000	0.00	0.00	0.00	101.84	180.01	281.85
F1-3		9.000							
Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Constru	0.5000	4.5000	0.00	0.00	0.00	176.27	311.56	487.83
G135		2.000							
1Phase Transformer Pre-mounted arrester	1000 - Distribution Constru	0.4000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
L2-2.1		1.000							
Security Light 100W High Pressure Sodium	1000 - Distribution Constru	1.9000	1.9000	0.00	0.00	0.00	74.42	131.54	205.96
M2-2		5.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	0.5000	2.5000	0.00	0.00	0.00	97.93	173.09	271.02
M3-1.1		3.000							
Fused Loadbreak Cutout	1000 - Distribution Constru	0.7000	2.1000	0.00	0.00	0.00	82.26	145.40	227.66
M42-11		12.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	0.4000	4.8000	0.00	0.00	0.00	188.02	332.32	520.34
M42-13		16.000							
Deadend Assembly #336	1000 - Distribution Constru	0.4000	6.4000	0.00	0.00	0.00	250.69	443.09	693.78
M5-23.1.1		1.000							
Stirrup Hot Line #4 or #1/0	1000 - Distribution Constru	0.2000	0.2000	0.00	0.00	0.00	7.83	13.84	21.67

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WORK ORDER ESTIMATE SUMMARY

Work Order: 106295
 Revision: 0
 Desc: MR AR30 BRUSHY CREEK ROAD WIDENING
 Type: System Improvement
 Status: Open

Open Date: 06/10/2016
 Staked By:
 Rel By:
 Rel Date: 05/01/2019

Project: 1400 - Cedar Park District
 Map Location:
 Service Location: 0
 Customer: COBBFENDLEY & ASSOCIATES

Tran Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
M5-23.3.1 Stirrup Hot Line #336	1000 - Distribution Constr	9.000 0.3000	2.7000	0.00	0.00	0.00	105.76	186.94	292.70
M5-5 Cross arm pin and insulator Drop in	1000 - Distribution Constr	5.000 0.3000	1.5000	0.00	0.00	0.00	58.76	103.86	162.62
M5-61.3 Three Phase Off Pole Arrester	1000 - Distribution Constr	1.000 1.2000	1.2000	0.00	0.00	0.00	47.00	83.08	130.08
O336 AAC OH Conductor 336 Aluminum	1000 - Distribution Constr	3,814.000 0.0100	38.1400	0.00	0.00	0.00	1,493.94	2,640.53	4,134.47
O4 ACSR OH Conductor 4 ACSR	1000 - Distribution Constr	1,309.000 0.0030	3.9270	0.00	0.00	0.00	153.82	271.87	425.69
P35-5 Pole 35 Ft Class 5 Wood	1000 - Distribution Constr	1.000 1.7000	1.7000	0.00	0.00	0.00	66.59	117.70	184.29
P40-3 Pole 40 Ft Class 3 Wood	1000 - Distribution Constr	1.000 1.9000	1.9000	0.00	0.00	0.00	74.42	131.54	205.96
P40-4 Pole 40 Ft Class 4 Wood	1000 - Distribution Constr	3.000 1.9000	5.7000	0.00	0.00	0.00	223.27	394.63	617.90
P45-4 Pole 45 Ft Class 4 Wood	1000 - Distribution Constr	1.000 2.2000	2.2000	0.00	0.00	0.00	86.17	152.30	238.47
Total For Retirement Assembly Units:			113.4670	0.00	0.00	0.00	4,444.51	7,855.68	12,300.19
Total For Work Order 106295:			354.4070	0.00	9,582.43	1,149.90	13,882.12	24,536.63	49,151.08

10732.33

38,418.75

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: March 4, 2019

Estimated Completion Date: April 11, 2019

Attachment C

Eligibility Ratio

- On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “E” for proof of property interest, which is established at 100% eligible.

- Eligibility Ratio Calculation attached

Attachment D

Betterment Calculation and Estimates

- Betterment does not exist in this agreement.
- Betterment Calculation attached.

Attachment E
Proof of Property Interest

Form 21 P
REV. 1/63

3112

THE STATE OF TEXAS

County of WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned MARVIN OLSON

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, and authorized users of its easement facilities, the right to enter upon the lands of the undersigned, situated in the County of WILLIAMSON, State of Texas, and more particularly described as follows:

A tract of land located approximately 7 miles EAST (Show direction above) from the town of CEDAR PARK, and bounded

on the north by land owned by:

BRUSHY CREEK ROAD;

on the south by land owned by:

AVERY;

on the east by land owned by:

BRUSHY CREEK SUBDIVISION;

and on the west by land owned by:

MIKE OLSON;

and to place, construct, operate, repair, maintain, rebuild, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric and/or telephone transmission or distribution line or system, including the right to install in the future such additional poles, guys, anchors, conductors and line appurtenances as may be necessary or desirable in the Cooperative's operations, and to cut and trim at any time trees and shrubbery to the extent deemed desirable by Cooperative to keep them clear of said electric line 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;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, rebuilding, relocating, replacing and removing said lines and appurtenances. Location of right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein as reference.

In granting this easement, it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as costs of construction are not materially increased thereby.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: NONE.

OWNER RESERVES RIGHT TO REMOVE ANY GUY ANCHORS etc. THAT MAY BE PLACED WHERE THEY ARE DETRIMENTAL TO PROPERTY

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine. VALUE

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6th day of APRIL, 19 81.

Sealed and delivered in the presence of:

x Marvin D. Olson L.S.
Marvin D. Olson

(Witness)

L.S.

57-20

THE STATE OF TEXAS,

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County of WILLIAMSON

BEFORE ME, LEONARD JASINSKI

a Notary Public in and for

THE STATE County, Texas, on this day personally appeared MARVIN OLSON

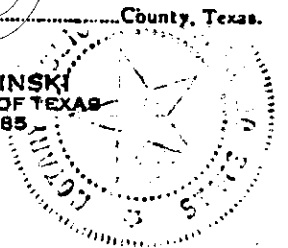
known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged to me that He executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of APRIL A. D. 1981.

Leonard Jasinski

Notary Public _____ County, Texas.

LEONARD R. JASINSKI
NOTARY PUBLIC STATE OF TEXAS
COMM. EXP. 1-28-85



THE STATE OF TEXAS,

County of _____

THE STATE OF TEXAS

County of Williamson

I, James N. Boydston, Clerk of the County Court of said County, do hereby cer-

tify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on

the 27th day of April A.D. 1982, at 9:30 o'clock A M., and duly recorded this

the 27th day of April A.D. 1982, at 2:00 o'clock P M., in the _____

Deed _____ Records of said County, in Vol. 374 pp. 126

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Shirley Griffith Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

Unofficial

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. _____

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: Hairy Man Road at Brushy Creek
Limits: Hairy Man Road at Walsh Drive to
Hairy Man Road at Sam Bass Road

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the _____ day of _____, 20____, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

WILLIAMSON COUNTY

Utility: Pedernales Electric Cooperative
Name of Utility

By: _____
Authorized Signature

By: *DiAnn Hamilton*
Authorized Signature

Print or Type Name

DiAnn Hamilton
Print or Type Name

Title: _____

Title: Electrical Distributor and Design Manager Date: _____

Date: 2-15-19