



Pedernales Electric Cooperative  
10625 W. Hwy 29 • P.O. Box 2048  
Liberty Hill, Texas 78642  
pec.coop

**QUOTE: 213726**

Order Date: 11/06/2019  
Terms: Due Upon Receipt  
Expire Date: 02/06/2020

WILLIAMSON COUNTY  
3151 SE INNER LOOP STE B  
GEORGETOWN TX 78626-6343

Account: 908074

Page 1 of 1

Description: WO 127910 1751 CR 282- OVERHEAD  
WO 127912 1751 CR 282- UNDERGROUND  
WO 132864 1751 CR 282- REMOVAL

Instructions: We look forward to beginning your project. We have enclosed an Electric Utility Easement and Underground Agreement. Please complete the required documents and have the Utility Easement notarized. Please return the originals with your payment. Once the payment and documents are received, then construction will be scheduled. Please keep a copy for your records. If you have any questions, please contact your designer Brian Slaton or the Liberty Hill Planning Department at 877-372-0391 opt 8.

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CIAC-LINE EXTEN	Total Construction-Overhead	1.000	EA	3,755.2200	3,755.22	
CIAC-LINE EXTEN	Total Construction-Underground	1.000	EA	50,423.4100	50,423.41	
CIAC-LINE EXTEN	Total Construction-Removal	1.000	EA	1,432.6300	1,432.63	
PEC CONTRIBUTI	PEC Contribution	-1.000	EA	13,568.1000	-13,568.10	

**MESSAGES**

Direct Inquiries to:  
Liberty Hill Planning Department  
1-877-372-0391, option 8  
Fax: 512-778-6754  
PECLibertyHillPlanning@peci.com

**TOTAL ORDER AMOUNT:**

**\$ 42,043.16**

UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

§  
§ KNOW ALL MEN BY THESE PRESENTS:  
§

That Williamson County By \_\_\_\_\_  
(Company Name)

and through \_\_\_\_\_ in the capacity of \_\_\_\_\_ and not  
(Printed Name) (Title)

individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an EXCLUSIVE easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including, without limitation, poles made of wood, metal or other materials, telecommunication wires, props, guys, and anchors) and an underground electric distribution system consisting of a variable number of underground cables and all necessary or desirable appurtenances (including, without limitation, conduits, primary cables, secondary conductors, enclosures, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a 1011.979 acre tract of land, more or less, comprised of 670.364 acres out of the Joseph M. Glasscock Survey, Abstract No. 254; 325.352 acres out of the John Ingram Survey, Abstract No. 335 and 16.263 acres out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas. Said tract being more particularly described on document Deed No. 2008070649. Said Tract being known as River Ranch County Park.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines or cable and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way or system; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or system or their appurtenances; the right to place temporary structures for use in constructing or repairing said system.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Printed Name of Corporation or Business Name)

BY \_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Signature)

Work Order No.: 127910,127912

Property Owner Name: Williamson County, Texas.



**THE STATE OF TEXAS**

**COUNTY OF** Williamson

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_, acting on behalf of \_\_\_\_\_  
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and  
acknowledged that they executed the same on behalf of said Business or Corporation for the  
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**Please Return to:**

## UNDERGROUND AGREEMENT

### PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF TEXAS                   §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF Williamson           §

**WHEREAS,** Williamson County, Texas

(hereinafter called Developer) is desirous that electric service to River Ranch County Park  
1751 CR 282

be served by an underground electrical distribution system as shown on Exhibit A.

**WHEREAS,** Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

**NOW, THEREFORE,** for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.

2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.

3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.

5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.

6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.

8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.

9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3" conduit, in accordance with PEC



specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NAME OF DEVELOPER]

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pedernales Electric Cooperative, Inc.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## DESCRIPTION AND LOCATION OF FACILITIES

