



BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

September 7, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way
Williamson County—Ronald Reagan Blvd. North (Phase IV)

Dear Sirs:

This letter sets forth the agreement between Williamson County, Texas (the “County”) and Pedernales Electric Cooperative, Inc. (“PEC”) regarding PEC’s use of portions of the Ronald Reagan Blvd. North (Phase IV) public right of way improvement project in Williamson County, Texas from SH 195 to CR 237 (the “Public Right of Way”), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County’s proposed Ronald Reagan Blvd. North (Phase IV) roadway project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right

of way, which the parties acknowledge has been completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Jarrell, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not paid by other entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. General Provisions.

- (a) **Entire Agreement.** This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.
- (b) **Amendment.** This Letter Agreement may only be amended by written agreement between PEC and County.
- (c) **Warranty.** The County has appropriate authority to enter into the obligations herein of the Letter Agreement.
- (d) **Interpretation; Counterparts.** Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.
- (e) **Governing Law.** This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.
- (f) **Waivers.** No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- (g) **Survival.** Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability.** If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr., County Judge

Date: _____

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

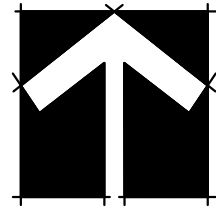
Title: _____

Date: _____

EXHIBIT A

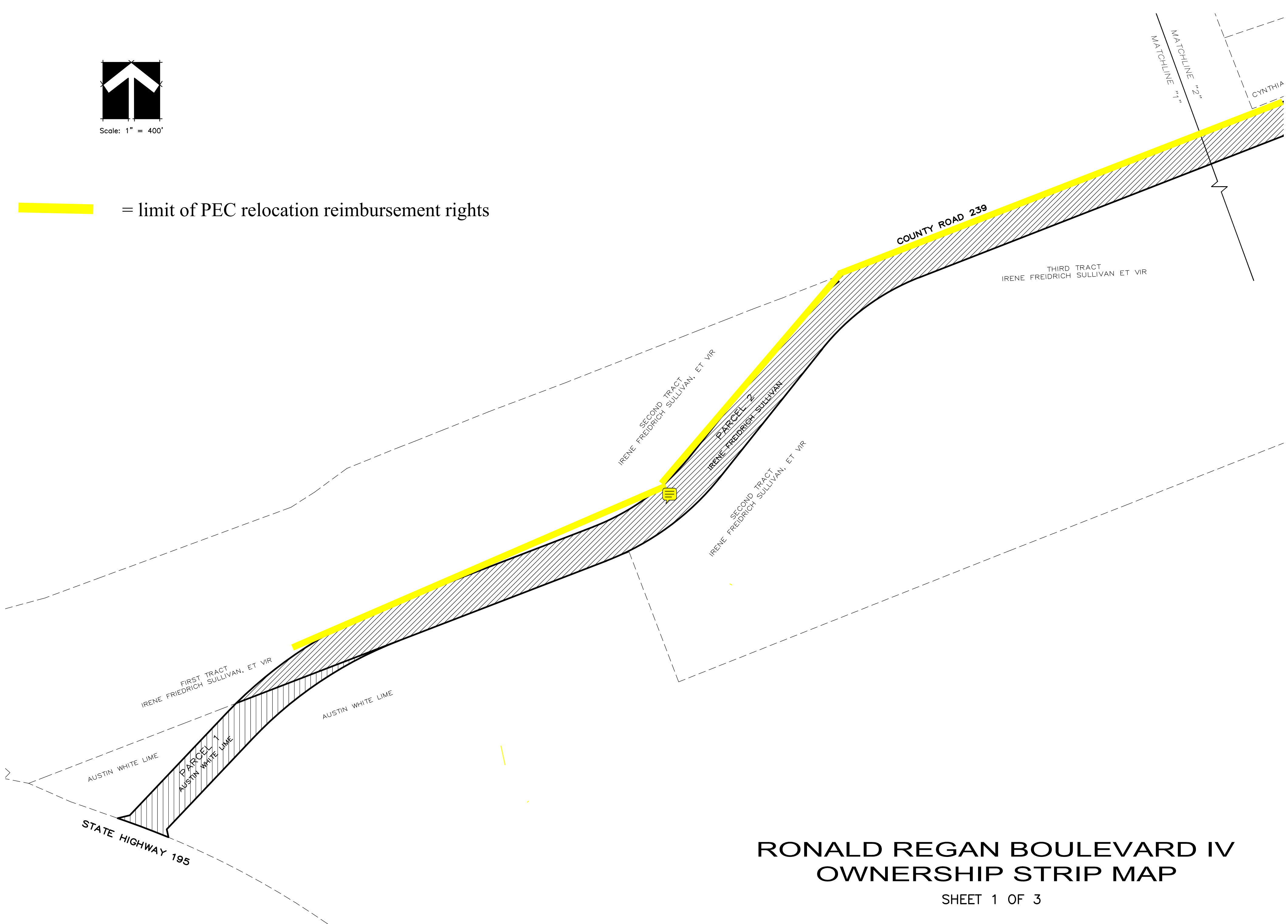
Description of Public Right of Way





Scale: 1" = 400'

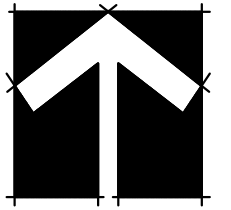
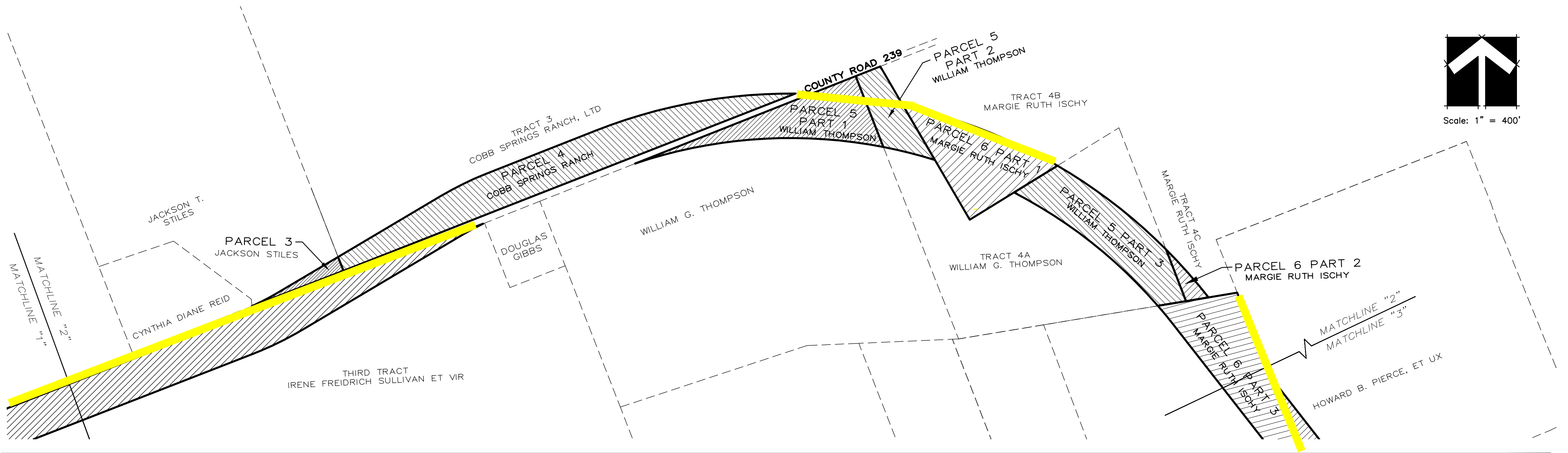
 = limit of PEC relocation reimbursement rights



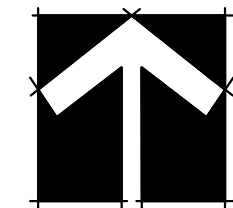
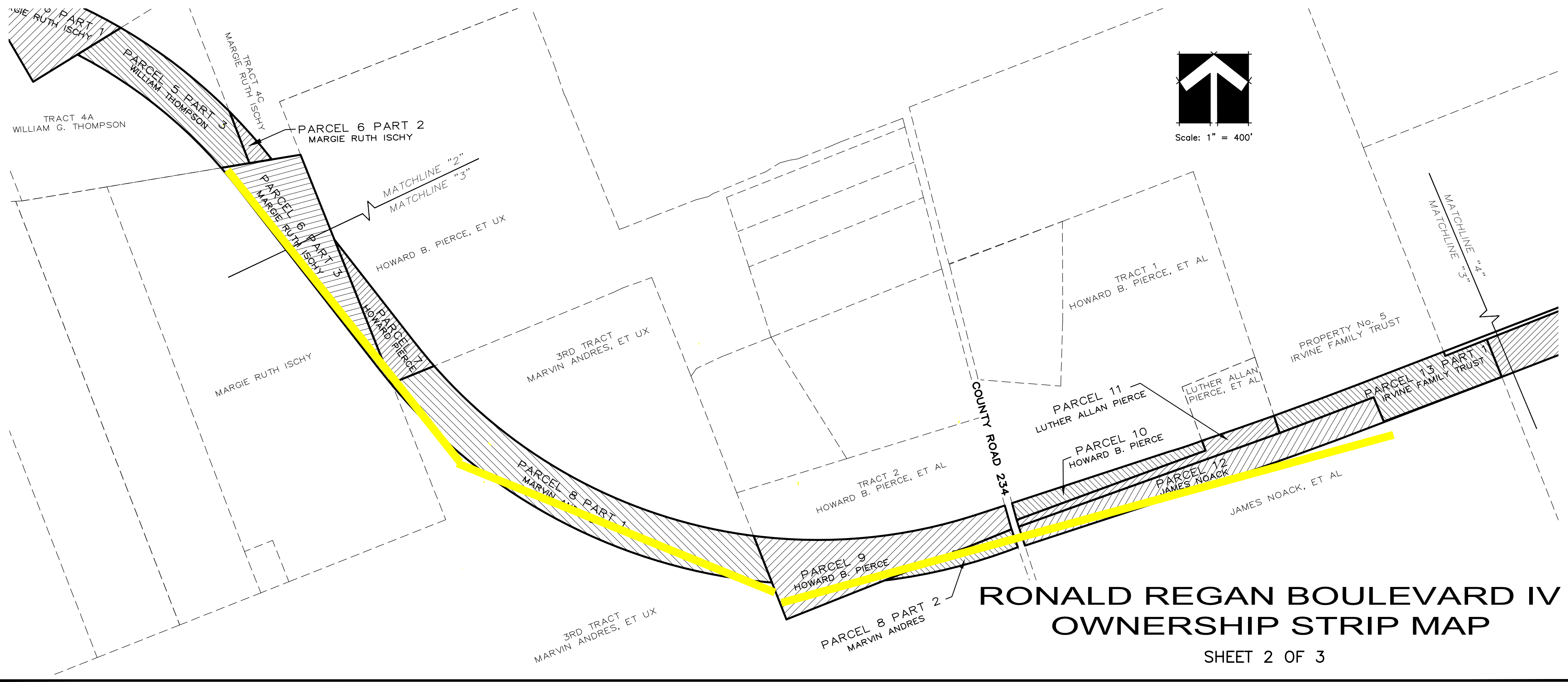
RONALD REGAN BOULEVARD IV OWNERSHIP STRIP MAP

SHEET 1 OF 3

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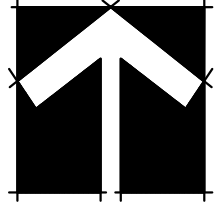


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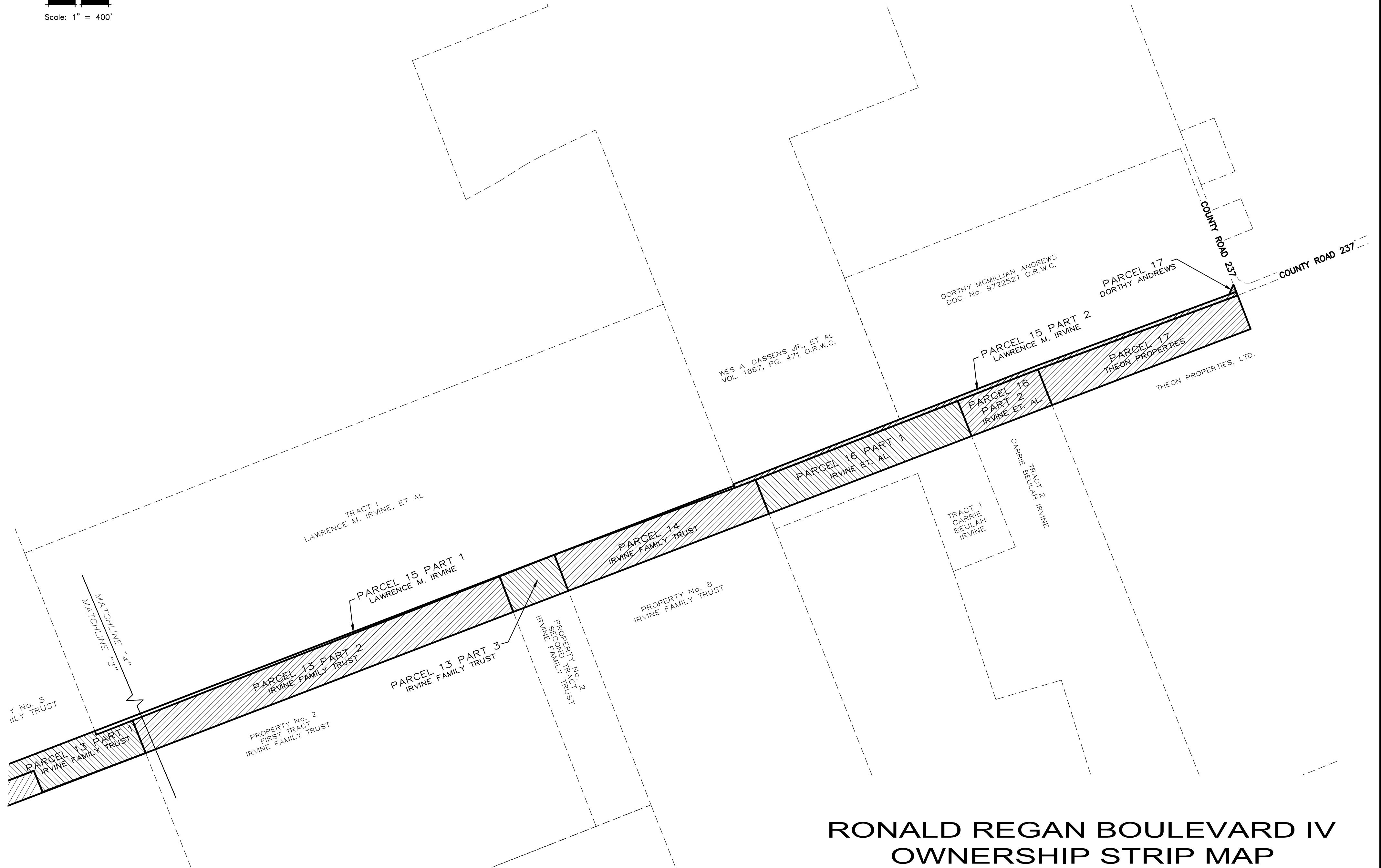
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RONALD REGAN BOULEVARD IV OWNERSHIP STRIP MAP



Scale: 1" = 400'

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RONALD REGAN BOULEVARD IV OWNERSHIP STRIP MAP