

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the _____ day of _____, 2025, 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 overhead and underground electric distribution facilities. (herein called Facilities).

WHEREAS, County desires to construct proposed **Liberty Hill Bypass (RM 1869 – CR279/Bagdad Rd.)** (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, Inc.'s** scope of work consists of:

Relocating existing overhead poles from existing easement, installing guy wires and anchors to resolve conflicts with Williamson County Road improvements within public right of way, install and remove appurtenances, perform vegetation clearing, and conduct traffic control.

■ Upon completion of the 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 6,552 Linear Feet and 33 Poles along with apparatus defined as Work = \$638,141.33

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 with 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 the 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 initiated 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

Vance Hoy
Print or Type Name

Title: PLANNING + DESIGN MANAGER

Date: 4-29-2025

WILLIAMSON COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: Williamson County Judge

Date: _____

APPROVED

By Christen Eschberger at 10:57 am, May 08, 2025

REVIEWED

By Daniel Flores-Gutierrez at 1:06 pm, May 07, 2025

REVIEWED

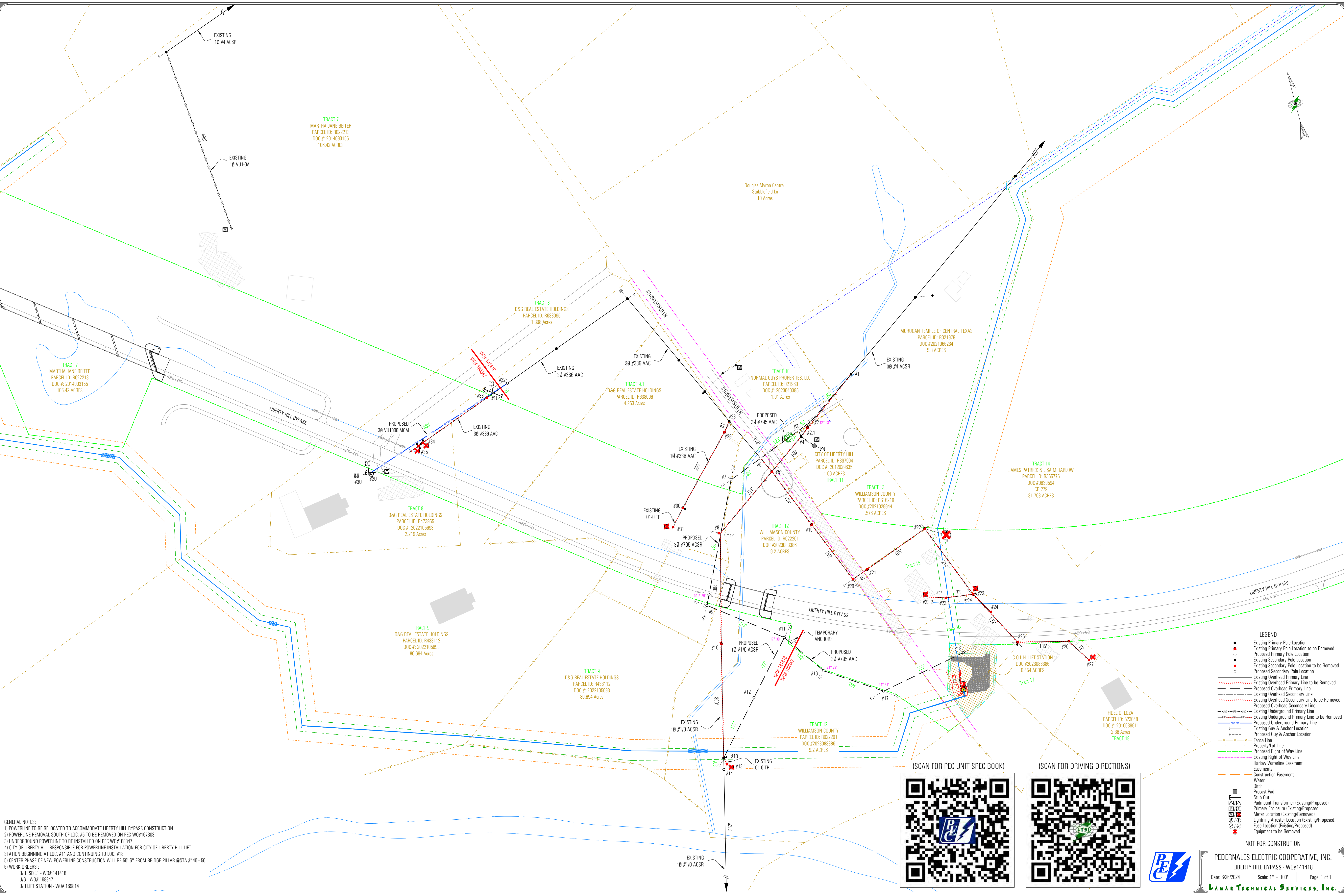
By Eddie Church, P.E. at 1:51 pm, May 05, 2025

Received
April 30, 2025
HNTB Corporation
Round Rock

Liberty Hill Bypass (P346)
RM 1869 to CR 279

(Attachment “A”)

Plans, Specifications, and Estimated Cost



GENERAL NOTES:
1) POWERLINE TO BE RELOCATED TO ACCOMMODATE LIBERTY HILL BYPASS CONSTRUCTION
2) POWERLINE REMOVAL SOUTH OF LOC. #5 TO BE REMOVED ON PEC WO#167303
3) UNDERGROUND POWERLINE TO BE INSTALLED ON PEC WO#168347
4) CITY OF LIBERTY HILL RESPONSIBLE FOR POWERLINE INSTALLATION FOR CITY OF LIBERTY HILL LIFT STATION BEGINNING AT LOC. #11 AND CONTINUING TO LOC. #18
5) CENTER PHASE OF NEW POWERLINE CONSTRUCTION WILL BE 50' 6" FROM BRIDGE PILLAR @STA.#440+50
6) WORK ORDERS :
O/H_SEC.1 - WO# 141418
U/G - WO# 168347
O/H LIFT STATION - WO# 189814

(SCAN FOR PEC UNIT SPEC BOOK)

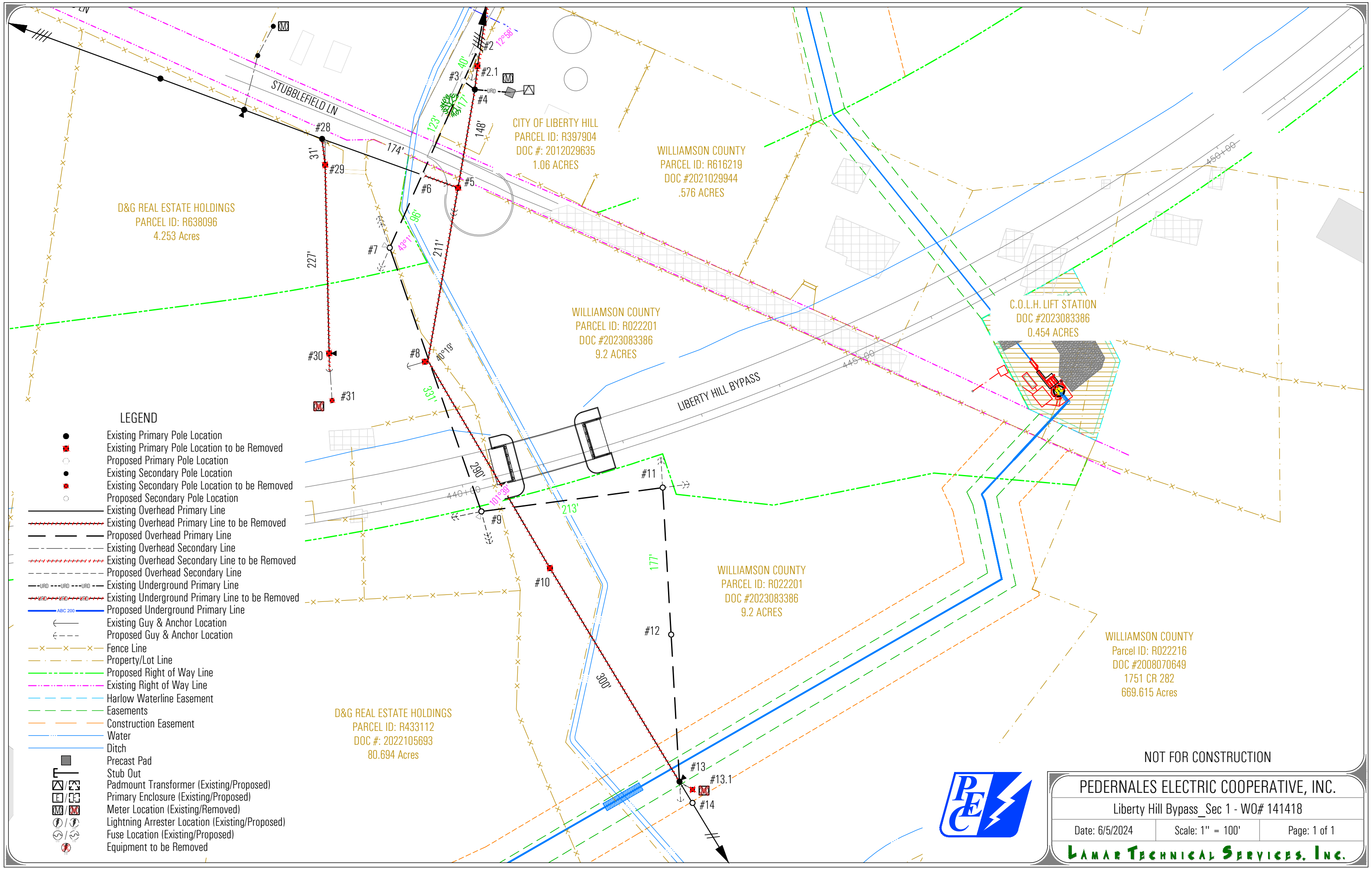


(SCAN FOR DRIVING DIRECTIONS)



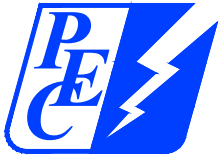
- LEGEND**
- Existing Primary Pole Location
 - Existing Primary Pole Location to be Removed
 - Proposed Primary Pole Location
 - Existing Secondary Pole Location
 - Existing Secondary Pole Location to be Removed
 - Proposed Secondary Pole Location
 - Existing Overhead Primary Line
 - Existing Overhead Primary Line to be Removed
 - Proposed Overhead Primary Line
 - Existing Overhead Secondary Line
 - Existing Overhead Secondary Line to be Removed
 - Proposed Overhead Secondary Line
 - Existing Underground Primary Line
 - Existing Underground Primary Line to be Removed
 - Proposed Underground Primary Line
 - Existing Guy & Anchor Location
 - Proposed Guy & Anchor Location
 - Property/Lot Line
 - Proposed Right of Way Line
 - Existing Right of Way Line
 - Halfway Waterline Easement
 - Easements
 - Construction Easement
 - Water
 - Ditch
 - Precast Pad
 - Sub-Duct
 - Padmount Transformer (Existing/Proposed)
 - Primary Enclosure (Existing/Proposed)
 - Meter Location (Existing/Proposed)
 - Lightning Arrestor Location (Existing/Proposed)
 - Fuse Location (Existing/Proposed)
 - Equipment to be Removed





LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- - - Existing Overhead Primary Line to be Removed
- - - Proposed Overhead Primary Line
- - - Existing Overhead Secondary Line
- - - Existing Overhead Secondary Line to be Removed
- - - Proposed Overhead Secondary Line
- - - URD Existing Underground Primary Line
- - - URD Existing Underground Primary Line to be Removed
- - - ABC 200 Proposed Underground Primary Line
- ← Existing Guy & Anchor Location
- ← - - Proposed Guy & Anchor Location
- x x x x Fence Line
- - - Property/Lot Line
- - - Proposed Right of Way Line
- - - Existing Right of Way Line
- - - Harlow Waterline Easement
- - - Easements
- - - Construction Easement
- - - Water
- - - Ditch
- Precast Pad
- ▬ Stub Out
- ▬ Padmount Transformer (Existing/Proposed)
- ▬ Primary Enclosure (Existing/Proposed)
- ▬ Meter Location (Existing/Removed)
- ⚡ Lightning Arrester Location (Existing/Proposed)
- ⚡ Fuse Location (Existing/Proposed)
- ⚡ Equipment to be Removed



NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

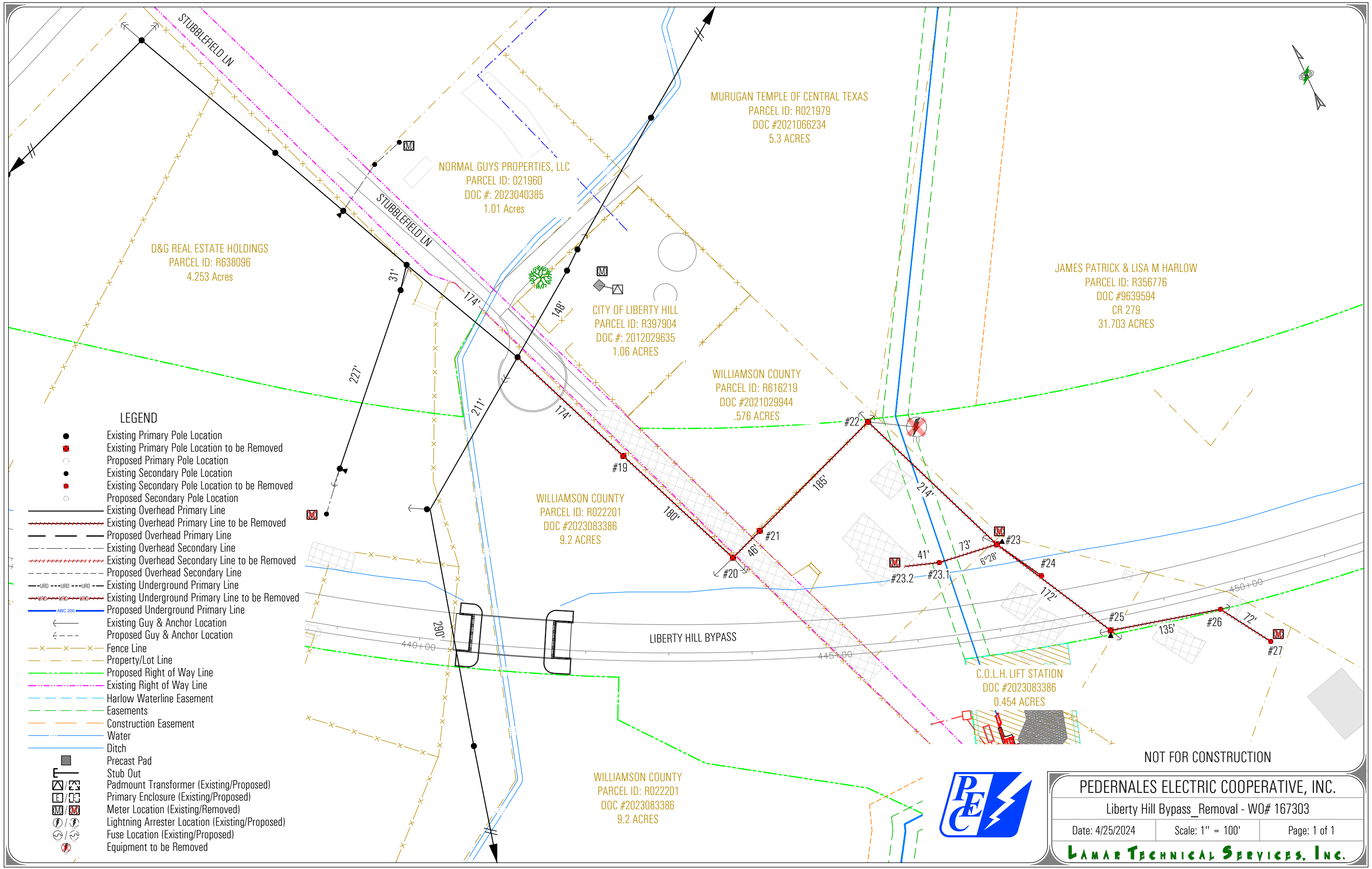
Liberty Hill Bypass_Sec 1 - WO# 141418

Date: 6/5/2024

Scale: 1" = 100'

Page: 1 of 1

Lamar Technical Services, Inc.



LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
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- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- Lightning Arrester Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Equipment to be Removed

NOT FOR CONSTRUCTION



PEDERNALES ELECTRIC COOPERATIVE, INC.

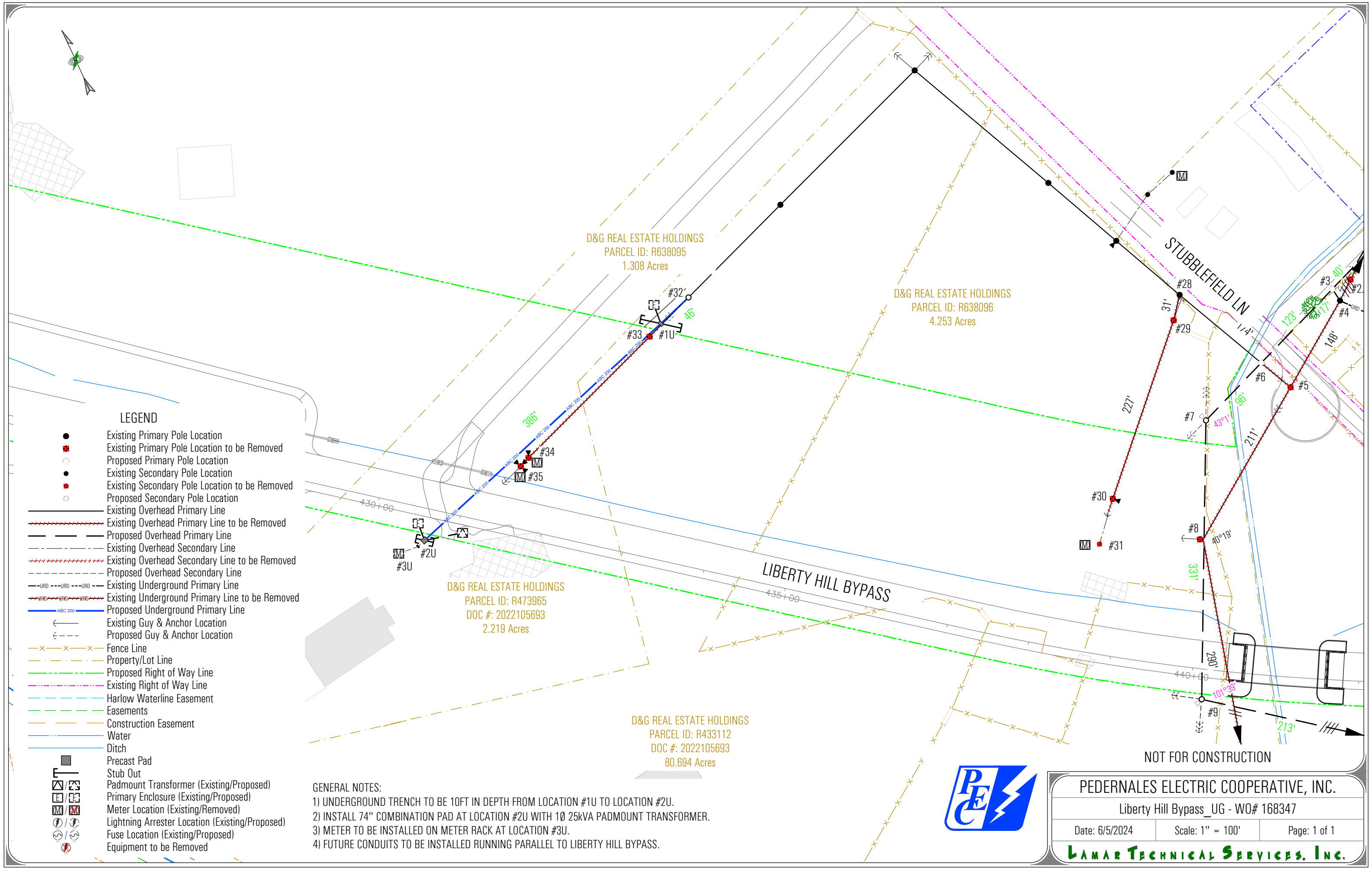
Liberty Hill Bypass Removal - WO# 167303

Date: 4/25/2024

Scale: 1" = 100'

Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.



LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Underground Primary Line
- Existing Underground Primary Line to be Removed
- Proposed Underground Primary Line
- ← Existing Guy & Anchor Location
- ← Proposed Guy & Anchor Location
- × × × × Fence Line
- Property/Lot Line
- Proposed Right of Way Line
- Existing Right of Way Line
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- Construction Easement
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- Ditch
- Precast Pad
- Stub Out
- Padmount Transformer (Existing/Proposed)
- Primary Enclosure (Existing/Proposed)
- Meter Location (Existing/Removed)
- ⚡ Lightning Arrester Location (Existing/Proposed)
- ⚡ Fuse Location (Existing/Proposed)
- ⊘ Equipment to be Removed

GENERAL NOTES:

- 1) UNDERGROUND TRENCH TO BE 10FT IN DEPTH FROM LOCATION #1U TO LOCATION #2U.
- 2) INSTALL 74" COMBINATION PAD AT LOCATION #2U WITH 1Ø 25kVA PADMOUNT TRANSFORMER.
- 3) METER TO BE INSTALLED ON METER RACK AT LOCATION #3U.
- 4) FUTURE CONDUITS TO BE INSTALLED RUNNING PARALLEL TO LIBERTY HILL BYPASS.



PEDERNALES ELECTRIC COOPERATIVE, INC.

Liberty Hill Bypass_UG - WO# 168347

Date: 6/5/2024

Scale: 1" = 100'

Page: 1 of 1

Lamar Technical Services, Inc.

NOT FOR CONSTRUCTION

Cost Summary
Pedernales Electric Cooperative, Inc.
Williamson County

Liberty Hill Bypass

Pedernales Electric Cooperative, Inc. (PEC) Cost Estimate:	\$322,697.25
Lamar Technical Services, Inc. (LTSI) Cost Estimate:	\$197,917.50
AB Electric Services, LLC Cost Estimate:	\$6,399.31
Denbrow Company Inc Cost Estimate:	\$84,002.27
R.O.W. Cost Estimate:	\$27,125.00
Total Cost:	\$638,141.33
Amount Eligible for Reimbursement:	\$638,141.33

Attachment “B”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement

Start Date: June 10, 2024

Construction Days: 305

Estimated Date of Completion: April 11, 2025

(Attachment “C”)

Eligibility Ratio

Texas Transportation Code 203.092 provides that the adjustment of any utility facilities necessitated by the improvement of any highway on the interstate highway system will be made by the utility at the expense of TxDOT, provided such adjustment is eligible for Federal participation.

Eligibility is established at 100 %

Attachment "C"
PEDERNALES ELECTRIC COOPERATIVE
LIBERTY HILL BYPASS

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
5	442+20	✓			
8	440+10	✓			
19	442+90	✓			
20	444+00	✓			
21	444+50	✓			
22	446+00	✓			
23	447+10	✓			
23.1	446+45	✓			
23.2	445+90	✓			
24	447+50	✓			
25	448+30	✓			
26	449+75	✓			
27	450+00	✓			
30	438+90	✓			
31	438+80	✓			
33	431+40	✓			
34	431+30	✓			
35	431+25	✓			

Totals	18	0	0	0
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Eligible = 18

Non-Eligible = 0

GRAND TOTAL = 18

ELIGIBILITY RATIO =

100.00%

Attachment “D”

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

0 % Betterment

(Attachment “E”)

Proof of Property Interest

(Attachment “F”)

Wilco-U-80A - Joint Use Agreement

Prior rights agreements and exhibit to be included
along with JUA.



Utility Joint Use Agreement

Roadway Liberty Hill Bypass

Project Liberty Hill Bypass (Segment 2)

From RM 1869

To CR 279/Bagdad Rd.

Project Letting Date 02/01/2024

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

WHEREAS Pedernales Electric Cooperative, Inc., ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility'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.

Initial Date
Williamson County

VH 4-29-2025

Initial Date
Utility



If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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

UTILITY:

WILLIAMSON COUNTY:

Utility:

Pedernales Electric Cooperative, Inc.

Name of Utility

By:

[Signature]
Authorized Signature

VANCE HOY

Print or Type Name

Title:

PLANNING & DESIGN MANAGER

Date:

4-29-2025

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By:

County Judge

Date:

Initial

Date

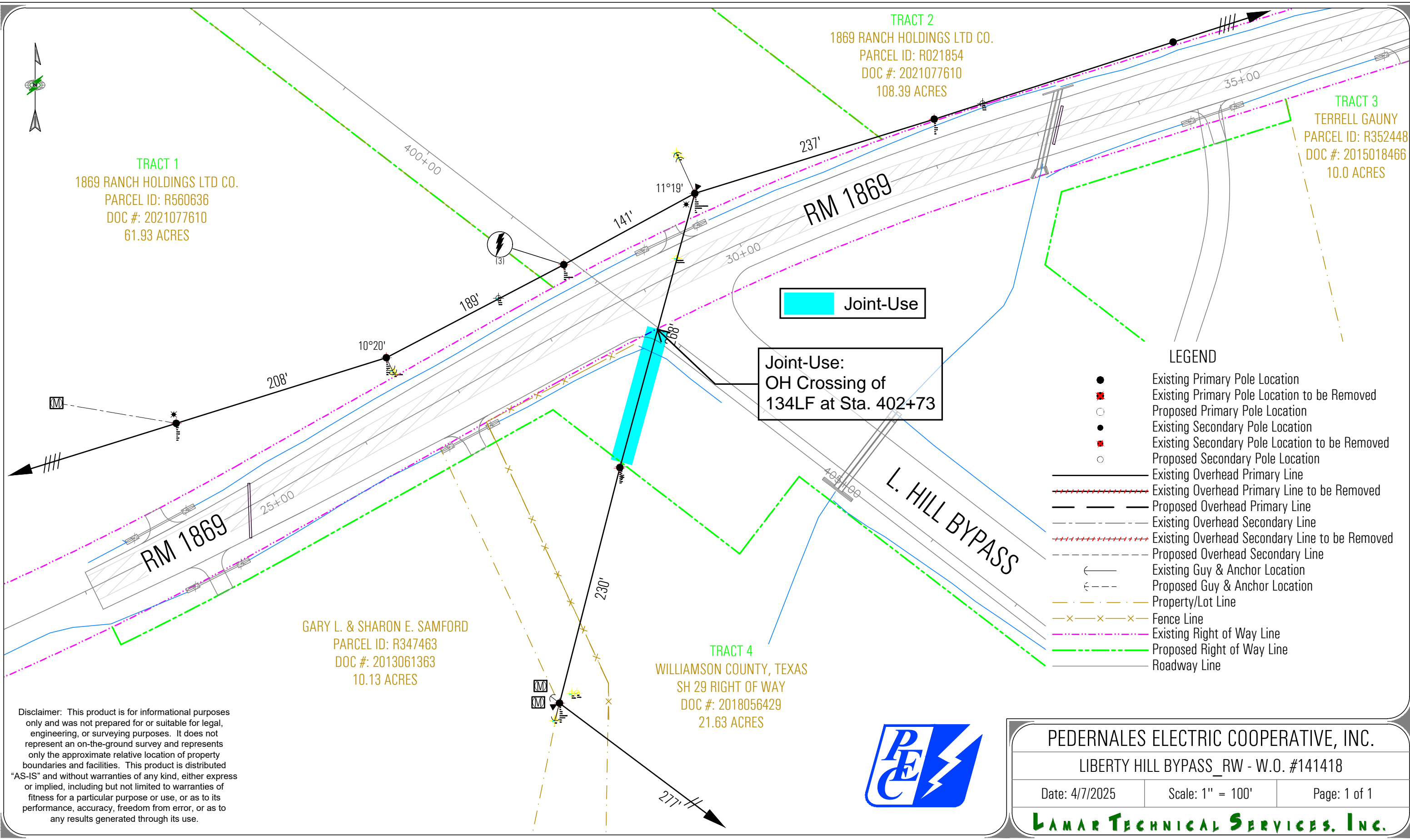
Williamson County

Initial

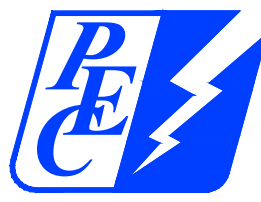
Date

Utility

VH 4-29-2025



Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.



PEDERNALES ELECTRIC COOPERATIVE, INC.

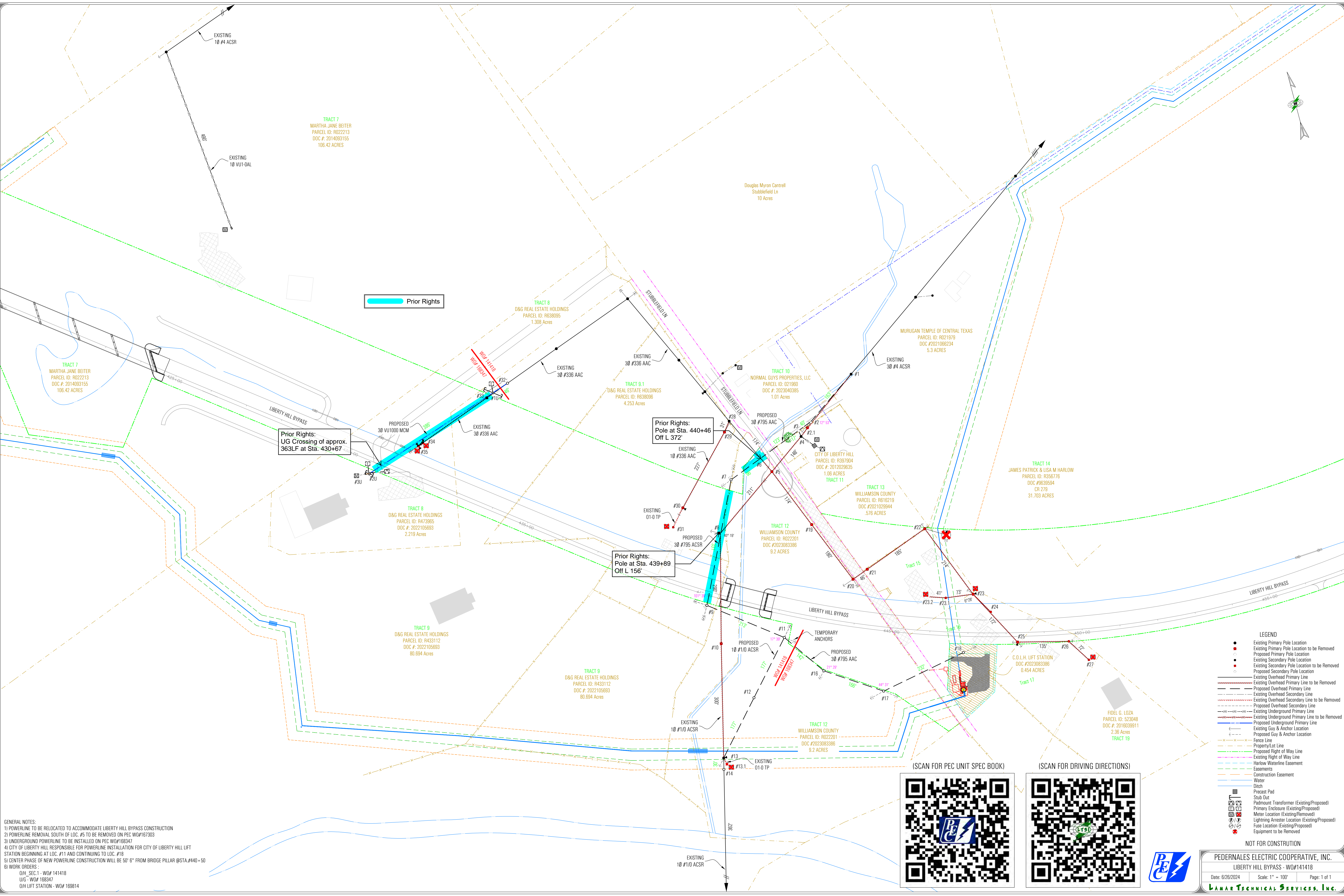
LIBERTY HILL BYPASS_RW - W.O. #141418

Date: 4/7/2025

Scale: 1" = 100'

Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.



GENERAL NOTES:
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2) POWERLINE REMOVAL SOUTH OF LOC. #5 TO BE REMOVED ON PEC WO#167303
3) UNDERGROUND POWERLINE TO BE INSTALLED ON PEC WO#168347
4) CITY OF LIBERTY HILL RESPONSIBLE FOR POWERLINE INSTALLATION FOR CITY OF LIBERTY HILL LIFT STATION BEGINNING AT LOC. #11 AND CONTINUING TO LOC. #18
5) CENTER PHASE OF NEW POWERLINE CONSTRUCTION WILL BE 50' 6" FROM BRIDGE PILLAR @STA.#440+50
6) WORK ORDERS:
O/H_SEC.1 - WO# 141418
UG - WO# 168347
O/H LIFT STATION - WO# 189814

(SCAN FOR PEC UNIT SPEC BOOK)



(SCAN FOR DRIVING DIRECTIONS)



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