

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF TEXAS

§

June 23, 2011

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Williamson §

WHEREAS, Williamson County, Texas, a political subdivison on the State of Texas hereinafter called Developer, is desirous that electric service to Williamson County Regional Park Headquarters, 219 Perry Mayfield, Leander 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 and make a payment to PEC for primary and secondary U RD cable.

2. PEC, through its engineers, has determined that this installation will require _____ feet of 1000 A I. primary underground cable @ _____ per foot, 3570 feet of 1/0 Al. primary underground cable @ 2.13 per foot, _____ feet of 4/0 Al. secondary cable @ _____ per foot, _____ feet of 350 Al. secondary cable @ _____ per foot and a \$.65 per foot installation fee, for a Wol payment of \$9,924.60 Signed agreement and payment are due within ninety (90) days from date on this agreement. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

3. 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.

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

5. 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.

6. 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.

7. Without waiving any constitutional or statutory prohibitions to the contrary, and to the fullest extent allowed by law, 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.

8. 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.

9. 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.

10. 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.

11. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, including completion of Donation of Conduit forms, PEC will complete said portion of the electric underground facility by installing transformers, terminations, and cable.

12. 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.

13. Upon completion and inspection of the underground electric facility, Developer agrees 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.

14. On the date of execution of this Underground Agreement, Developer shall also execute a conduit conveyance in the form of Attachment A hereto; provided, however, that such conveyance by Developer shall not be effective and PEC shall not be deemed to accept the conveyance of any conduit described in such conduit conveyance until such time as PEC has inspected such conduit and has signed and dated such conduit conveyance indicating that it accepts the conduit as of such date.

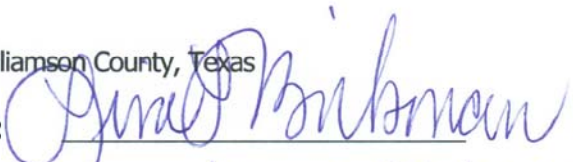
Executed in duplicate originals this 23 day of June, 2011

Williamson County, Texas

BY:

Name: ~~Don A. Gattis~~

Title: ~~Williamson County Judge~~


Lisa L. Birkman
7-12-11
Presiding Commissioner

Pedernales Electric Cooperative, Inc.

BY:

Name: Rudy Galindo

Title: Underground Inspector

ATTACHMENT A - Conveyance of Conduit

Pedernales Electric Cooperative, Inc.
P. O. Box 1
Johnson City, Texas 78636

Re: Conveyance of Conduit from Williamson County, Texas

to Pedernales Electric Cooperative, Inc.

To Whom It May Concern: Williamson County, Texas

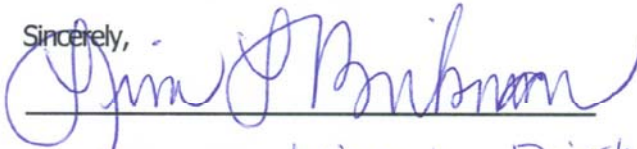
a developer, with its principal place of business located at 710 Main Street 101, Georgetown, Texas 78626 ("Grantor"), owns certain conduit and related electrical equipment described on Exhibit A attached hereto and made a part for all purposes (the "Conduit").

Grantor wishes to irrevocably grant, give, and transfer, and does hereby irrevocably grant, give, and transfer to Pedernales Electric Cooperative, Inc., a Texas corporation ("Grantee"), and its successors and assigns all of Grantor's right, title, and interest in and to the Conduit, to have and to hold forever, and Grantor shall warrant and forever defend, all and singular, title to the Conduit unto Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. Possession of and title to the Conduit shall pass to Grantee on the date of this letter.

Grantor warrants to Grantee that Grantor is the legal and true owner of the Conduit and that Grantor has the right to convey the Conduit. Furthermore, Grantor warrants that Conduit is free from any lien, security interest or other encumbrance.

The conveyance of the Conduit shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions. There are no other agreements, written or oral, between Grantor and Grantee regarding the conveyance of the Conduit from Grantor to Grantee.

Sincerely,



Name: Dan A. Gattis Lisa L. Birkman 7-12-11

Title: Williamson County Judge Presiding Commissioner

Inspected and accepted by Pedernales Electric Cooperative, Inc. on the 2nd day of June, 2011



Name: Rudy Galindo

Title: Underground Inspector

Exhibit A - Conveyance of Conduit
DESCRIPTION AND LOCATION OF CONDUIT

Section 1 (To be completed by PEC upon initial signing of Underground Agreement)

Include project name, property description, and location:

Williamson County, Texas is granting and conveying 3195'ft of 3" conduit to serve
Williamson County Regional Park Headquarters, 219 Perry Mayfield, Leander.

Section 2 (To be completed by PEC upon inspection of conduit)

Actual Conduit Footage:

4" Primary footage: _____

3" Primary footage: 3195'

3" Secondary Footage : _____

Inspected by: Rudy Galindo

Title: Underground Inspector

Date: 06/02/2011

Section 3 (To be completed by PEC when conduit is recorded on monthly Summary of Donated Conduit worksheet)

Month included on conduit worksheet: