

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the <sup>30th</sup> day of January, 2019, by and between Pedernales Electric Cooperative (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, Utility is the owner of certain electric utility poles, conductors, guys and anchors. (herein called Facilities).

WHEREAS, County desires to construct proposed CR 176 at RM 2243 (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:

- Removal and installation of poles, conductors, guys and anchors.
- County will reimburse Utility for 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 1,442 LF aerial with 5 new Poles and 311 LF aerial with 6 Poles to be removed  
defined as Work = \$138,865.00

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  
*Name of Utility*

By: Dirk Field  
*Authorized Signature*

Dirk Field  
*Print or Type Name*

Title: Electrical Distribution Designer  
& Planning manager

Date: 1-14-19

CR 176 @ RM 2243

**WILLIAMSON COUNTY**

By: Bill Gravell  
*Authorized Signature*

Bill Gravell  
*Print or Type Name*

Title: County Judge

Date: 1/30/19

**Attachment A**

**Plans, Specifications, and Estimated Costs**



# CR 176 @ RM 2243 Cost Estimate

Description	Date	Comments	Qty	Rate	Extended Cost
<b>Engineering Services</b>					
<b>Labor</b>					
Administrative Staff		OADM	1	\$ 80.00	\$ 80.00
Administrative Staff		OADM	0.25	\$ 65.00	\$ 16.25
Designer I		00D1	11.75	\$ 95.00	\$ 1,116.25
Designer I		00D1	2.75	\$ 80.00	\$ 220.00
Engineer II		00E2	8.25	\$ 110.00	\$ 907.50
Engineer III		00E3	23.75	\$ 125.00	\$ 2,968.75
Engineer V		00E5	2.25	\$ 155.00	\$ 348.75
Engineer V		00E5	1.25	\$ 145.00	\$ 181.25
Engineer VI		00E6	3.75	\$ 170.00	\$ 637.50
Engineer VII		00E7	0.25	\$ 185.00	\$ 46.25
Engineer VIII		0E8B	0.25	\$ 200.00	\$ 50.00
Project Manager I		OPM1	51.25	\$ 120.00	\$ 6,150.00
Project Manager I		OPM1	1	\$ 140.00	\$ 140.00
Project Manager III		OPM3	45	\$ 155.00	\$ 6,975.00
Senior Technician I		00T1	28.5	\$ 85.00	\$ 2,422.50
Senior Technician I		00T1	8.75	\$ 80.00	\$ 700.00
Senior Technician II		00T2	9.5	\$ 95.00	\$ 902.50
Senior Technician III		00T3	71.75	\$ 105.00	\$ 7,533.75
Senior Technician III		00T3	19.25	\$ 100.00	\$ 1,925.00
Technician Assistant		00TA	8.5	\$ 75.00	\$ 637.50
<b>Sub Total</b>					<b>\$ 33,958.75</b>
<b>Expenses</b>					
<b>Mileage</b>					
Truck Mile	7/6/2017	From Schneider office to PEC offices in Liberty Hill (split between other projects)	46	\$ 0.750	\$ 34.50
Truck Mile	9/12/2017	From Schneider office to PEC offices in Liberty Hill (split between other projects)	59	\$ 0.750	\$ 44.25
Survey Mile	9/29/2017	From Schneider office to job site near Georgetown and return.	225	\$ 0.850	\$ 191.25
Truck Mile	10/25/2017	From Schneider office to job site near Georgetown.	136	\$ 0.750	\$ 102.00
Survey Mile	4/3/2018	From Schneider office to job site near Georgetown.	125	\$ 0.850	\$ 106.25
Truck Mile	4/13/2018	From Schneider office to PEC offices in Liberty Hill (split between other projects)	20	\$ 0.750	\$ 15.00

Truck Mile	4/23/2018	From Schneider office to job site near Georgetown.	249	\$	0.850	\$	211.65
Truck Mile	4/27/2018	From Schneider office to job site near Georgetown. (split between other projects)	60	\$	0.750	\$	45.00
Truck Mile	6/1/2018	From Schneider office to job site near Georgetown. (split between other projects)	135	\$	0.750	\$	101.25
Survey Mile	7/9/2018	From Schneider office to job site near Georgetown. (split between other projects)	457	\$	0.850	\$	388.45
Truck Mile	9/19/2018	From Schneider office to job site near Georgetown. (split between other projects)	267	\$	0.750	\$	200.25
Survey Mile	TBD	From Schneider office to job site near Georgetown	300	\$	0.850	\$	255.00
<i>Sub Total</i>						\$	<i>1,694.85</i>
<b>Easment Filing</b>							
Cost	7/11/2018	Williamson County Clerk	1		36.96	\$	36.96
<i>Sub Total</i>						\$	<i>36.96</i>
<b>Total for Engineering Services</b>						\$	<b>35,690.56</b>
<b>Construction</b>							
Utility Costs (Material and Labor)		see attachment for details				\$	84,174.44
Concrete Pole Adder		estimate until bid received from vendor				\$	19,000.00
<b>Total for Construction</b>						\$	<b>103,174.44</b>
<b>TOTAL</b>						\$	<b>138,865.00</b>

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# WORK ORDER ESTIMATE SUMMARY

Work Order: 114353  
 Revision: 0  
 Desc: MR\_LA250\_CR 176 AND RM 2243 WILCO  
 Type: New Construction  
 Status: Open

Open Date: 06/14/2017  
 Staked By:  
 Rel By:  
 Rel Date:

Project: 1900 - Liberty Hill District  
 Map Location:  
 Service Location: 0  
 Customer: PEDERNALES ELECTRIC COOP

**Tran Type:** Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
A4		1.000							
1Ph Large Angle	1000 - Distribution Constru	2.1000	2.1000	0.00	25.35	3.04	82.26	145.40	256.05
A5		1.000							
1Ph Deadend	1000 - Distribution Constru	1.2000	1.2000	0.00	12.68	1.52	47.00	83.08	144.28
C8		1.000							
3Ph Double Deadend or Medium Angle	1000 - Distribution Constru	8.6000	8.6000	0.00	230.74	27.69	336.86	595.40	1,190.69
E1-2		3.000							
Un-grounded Single Down Guy	1000 - Distribution Constru	1.1000	3.3000	0.00	141.09	16.93	129.26	228.46	515.74
F1-3		3.000							
Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Constru	1.7000	5.1000	0.00	74.83	8.98	199.77	353.10	636.68
G135		1.000							
1Phase Transformer Pre-mounted arrester	1000 - Distribution Constru	0.5000	0.5000	0.00	80.69	9.68	19.59	34.62	144.58
G25DV		1.000							
Tran OH DV 120/240 25 1 Bush	1000 - Distribution Constru	5.2000	5.2000	0.00	798.41	95.81	203.68	360.00	1,457.90
M2-2		4.000							
Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	0.7000	2.8000	0.00	364.14	43.69	109.68	193.86	711.37
M3-1.2		1.000							
200a Fused Loadbreak Cutout	1000 - Distribution Constru	1.3000	1.3000	0.00	107.83	12.94	50.92	90.00	261.69
M42-11		8.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	0.8000	6.4000	0.00	46.24	5.55	250.69	443.09	745.57
M42-13		4.000							
Deadend Assembly #336	1000 - Distribution Constru	0.8000	3.2000	0.00	35.88	4.31	125.34	221.54	387.07
M42-17		12.000							
Deadend Assembly #795	1000 - Distribution Constru	0.8000	9.6000	0.00	213.23	25.59	376.03	664.63	1,279.48
M5-2		2.000							
Pole top pin and insulator	1000 - Distribution Constru	0.5000	1.0000	0.00	30.75	3.69	39.17	69.23	142.84
M5-23.7.1		1.000							
Stirrup Hot Line #795	1000 - Distribution Constru	0.5000	0.5000	0.00	16.39	1.97	19.59	34.62	72.57
M5-5		2.000							
Cross arm pin and insulator Drop in	1000 - Distribution Constru	0.5000	1.0000	0.00	33.30	4.00	39.17	69.23	145.70
O1-0 ACSR		1,132.000							
OH Conductor 1-0 ACSR	1000 - Distribution Constru	0.0070	7.9240	0.00	248.81	29.86	310.38	548.60	1,137.65

\*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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Open Date: 06/14/2017  
 Staked By:  
 Rel By:  
 Rel Date:

Project: 1900 - Liberty Hill District  
 Map Location:  
 Service Location: 0  
 Customer: PEDERNALES ELECTRIC COOP

**Tran Type:** Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Overhead	Labor Cost	Overhead	Total Cost
O1-0 TP		128.000							
OH Service Conductor 1-0 Triplex	1000 - Distribution Constru	0.0220	2.8160	0.00	96.88	11.63	110.30	194.96	413.77
O336 AAC		296.000							
OH Conductor 336 Aluminum	1000 - Distribution Constru	0.0170	5.0320	0.00	148.86	17.86	197.10	348.37	712.19
O795 AAC		888.000							
OH Conductor 795 AAC	1000 - Distribution Constru	0.0370	32.8560	0.00	1,208.30	145.00	1,286.97	2,274.73	4,915.00
P35-4		1.000							
Pole 35 Ft Class 4 Wood	1000 - Distribution Constru	3.1000	3.1000	0.00	195.80	23.50	121.43	214.63	555.36
P50-3		1.000							
Pole 50 Ft Class 3 Wood	1000 - Distribution Constru	4.9000	4.9000	0.00	450.18	54.02	191.93	339.24	1,035.37
P55C		2.000							
Pole 55 Ft Conc Engineer Self-Supp	1000 - Distribution Constru	87.0000	174.0000	0.00	14,278.00	1,713.36	6,815.58	12,046.54	34,853.48
P60C		1.000							
Pole 60 Ft Conc Engineer Self-Supp	1000 - Distribution Constru	102.7000	102.7000	0.00	7,699.00	923.88	4,022.76	7,110.23	19,755.87
ZA5-4		1.000							
1Ph Tap off Exist bolt ZM5-2 Non-wood P	1000 - Distribution Constru	2.0000	2.0000	0.00	62.98	7.56	78.34	138.47	287.35
ZC2-2		2.000							
3Ph Small Angle	1000 - Distribution Constru	4.1000	8.2000	0.00	759.86	91.19	321.19	567.70	1,739.94
ZC7		2.000							
3Ph Deadend	1000 - Distribution Constru	4.0000	8.0000	0.00	397.12	47.65	313.36	553.87	1,312.00
*I 2000222		-0.400							
Cable Triplex 1/0 Al XLP	-	0.0000		0.00	-0.30	-0.04	0.00	0.00	-0.34
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
*I 2001286		0.700							
Wire AAC 795 MCM	-	0.0000		0.00	0.95	0.11	0.00	0.00	1.06
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
*I 2001292		0.200							
Wire AAC 336.4 MCM	-	0.0000		0.00	0.10	0.01	0.00	0.00	0.11
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
<b>Total For Construction Assembly Units:</b>			403.3280	0.00	27,758.09	3,330.98	15,798.35	27,923.60	74,811.02

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 Staked By:  
 Rel By:  
 Rel Date:

Project: 1900 - Liberty Hill District  
 Map Location:  
 Service Location: 0  
 Customer: PEDERNALES ELECTRIC COOP

**Tran Type:** Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
A3		1.000							
1Ph Medium Angle	1000 - Distribution Constru	0.9000	0.9000	0.00	0.00	0.00	35.25	62.30	97.55
A5-3		1.000							
1Ph Tap off an Existing Bolt	1000 - Distribution Constru	0.8000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
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
C2		1.000							
3Ph Very Small Angle #4 or #1-0 ACSR	1000 - Distribution Constru	1.6000	1.6000	0.00	0.00	0.00	62.67	110.77	173.44
C7-7		4.000							
3Ph Deadend #795 AAC	1000 - Distribution Constru	2.2000	8.8000	0.00	0.00	0.00	344.70	609.26	953.96
E1-1		2.000							
Grounded Single Down Guy	1000 - Distribution Constru	0.8000	1.6000	0.00	0.00	0.00	62.67	110.77	173.44
E1-2		4.000							
Un-grounded Single Down Guy	1000 - Distribution Constru	0.8000	3.2000	0.00	0.00	0.00	125.34	221.54	346.88
E1-3		2.000							
Un-grounded Double Down Guy	1000 - Distribution Constru	0.9000	1.8000	0.00	0.00	0.00	70.51	124.63	195.14
F1-3		6.000							
Anchor 3/4"x8' Rod 10k Pound Anchor	1000 - Distribution Constru	0.5000	3.0000	0.00	0.00	0.00	117.51	207.71	325.22
F1-4		2.000							
Anchor 1" x 10' rod 16k-40k pound anch	1000 - Distribution Constru	1.8000	3.6000	0.00	0.00	0.00	141.01	249.23	390.24
J6		6.000							
Sec or N Assemb Swinging Sec clevis	1000 - Distribution Constru	0.4000	2.4000	0.00	0.00	0.00	94.01	166.16	260.17
K14		2.000							
Service Assembly Service Clevis	1000 - Distribution Constru	0.3000	0.6000	0.00	0.00	0.00	23.50	41.54	65.04
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
M3-1.2		1.000							
200a Fused Loadbreak Cutout	1000 - Distribution Constru	0.7000	0.7000	0.00	0.00	0.00	27.42	48.47	75.89
M42-11		2.000							
Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	0.4000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
M42-13		4.000							
Deadend Assembly #336	1000 - Distribution Constru	0.4000	1.6000	0.00	0.00	0.00	62.67	110.77	173.44

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**Tran Type:** Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material		Labor		Total Cost
					Cost	Overhead	Cost	Overhead	
M42-17		12.000							
Deadend Assembly #795	1000 - Distribution Constr	0.4000	4.8000	0.00	0.00	0.00	188.02	332.32	520.34
M5-23.7.1		1.000							
Stirrup Hot Line #795	1000 - Distribution Constr	0.3000	0.3000	0.00	0.00	0.00	11.75	20.76	32.51
M5-5		2.000							
Cross arm pin and insulator Drop in	1000 - Distribution Constr	0.3000	0.6000	0.00	0.00	0.00	23.50	41.54	65.04
O1-0 ACSR		774.000							
OH Conductor 1-0 ACSR	1000 - Distribution Constr	0.0030	2.3220	0.00	0.00	0.00	90.95	160.75	251.70
O1-0 TP		103.000							
OH Service Conductor 1-0 Triplex	1000 - Distribution Constr	0.0130	1.3390	0.00	0.00	0.00	52.45	92.70	145.15
O336 AAC		341.000							
OH Conductor 336 Aluminum	1000 - Distribution Constr	0.0100	3.4100	0.00	0.00	0.00	133.57	236.08	369.65
O4 ACSR		533.000							
OH Conductor 4 ACSR	1000 - Distribution Constr	0.0030	1.5990	0.00	0.00	0.00	62.63	110.70	173.33
O795 AAC		1,023.000							
OH Conductor 795 AAC	1000 - Distribution Constr	0.0220	22.5060	0.00	0.00	0.00	881.56	1,558.15	2,439.71
P30-5		1.000							
Pole 30 Ft Class 5 Wood	1000 - Distribution Constr	1.6000	1.6000	0.00	0.00	0.00	62.67	110.77	173.44
P50-1		2.000							
Pole 50 Ft Class 1 Wood	1000 - Distribution Constr	2.7000	5.4000	0.00	0.00	0.00	211.52	373.86	585.38
P50-3		2.000							
Pole 50 Ft Class 3 Wood	1000 - Distribution Constr	2.7000	5.4000	0.00	0.00	0.00	211.52	373.86	585.38
<b>Total For Retirement Assembly Units:</b>			86.3760	0.00	0.00	0.00	3,383.35	5,980.07	9,363.42
<b>Total For Work Order 114353:</b>			489.7040	0.00	27,758.09	3,330.98	19,181.70	33,903.67	84,174.44

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# WORK ORDER ESTIMATE SUMMARY

**PARAMETERS ENTERED:**

**Update Estimate:** No  
**Work Order:** 114353;0  
**Transaction Type:** Both  
**Exclude Salvage:** No  
**Page Break On Work Order:** No

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: March 25, 2019**

**Estimated Completion Date: May 25, 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.

## **Attachment D**

### **Betterment Calculation and Estimates**

- Betterment does not exist in this agreement.

**Attachment E**

**Proof of Property Interest**

# WHITETAIL

Vacation Lot 40, Whitetail  
Cabinet C, Slides 117-22  
Volume 2576, page 572,  
Official Records, WCT  
Re-sub Cabinet L, Sl. 122/3

Re-Sub Lot 43  
Whitetail Subdivision  
SEE CABINET K, SLIDE 236

6574

FILED FOR RECORD  
SEP 8 1975  
DICK CERVENKA  
County Clerk, Williamson Co., Tex.  
By: [Signature]

## 592.23 Acres in Williamson County, Texas

Variance granted for Lots 4 & 5  
11/1/94, COMMISSIONERS COURT  
MINUTES, VOL. 69, PG. 257  
Resubdivision part Lot 41  
Cabinet L, Slides 147 & 148  
diled 8-24-94

Vacation Lot 40 7/26/94,  
COMMISSIONERS COURT MINUTES  
Vol. 66, Pg. 808

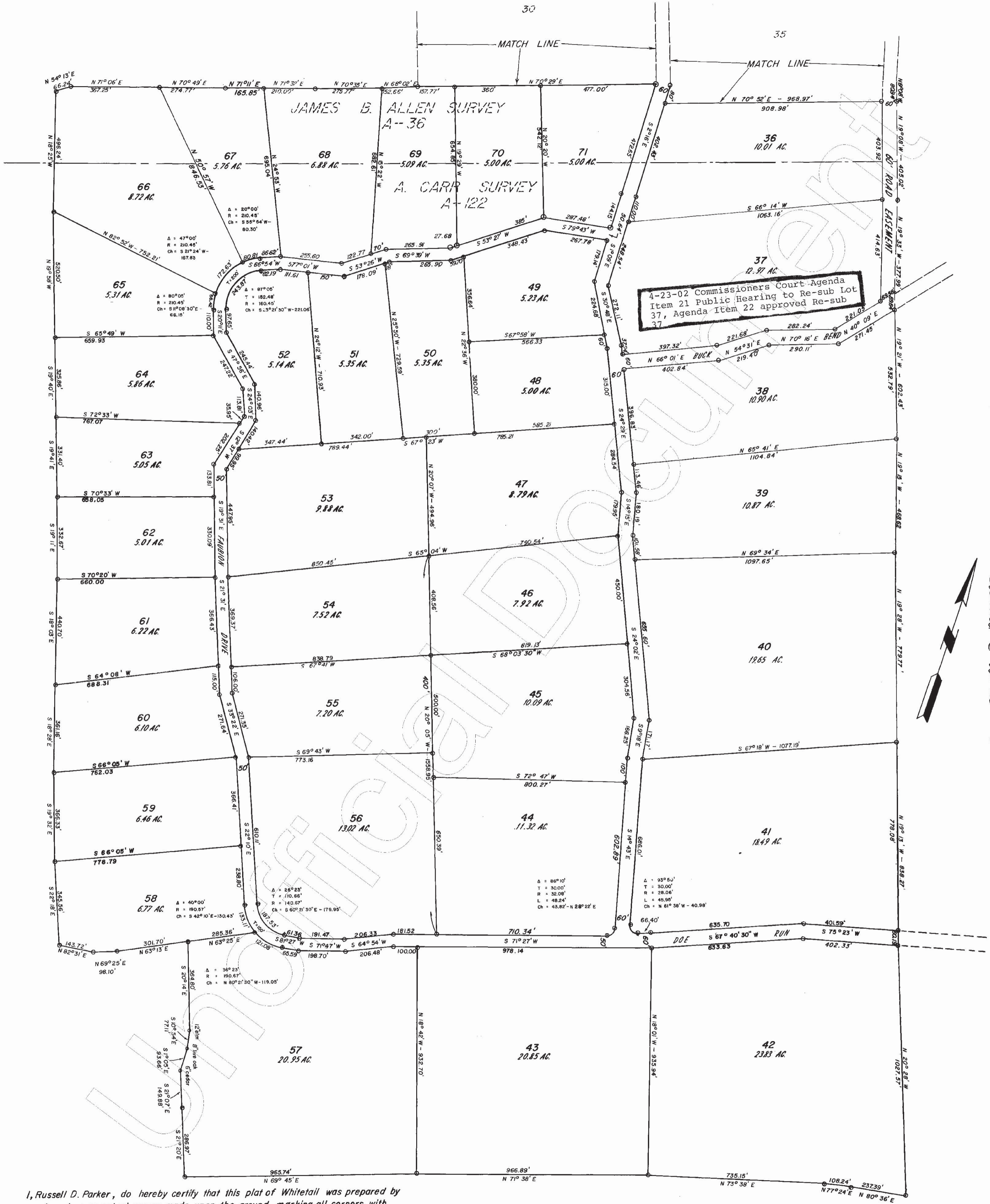
See Resub of Lot 2, Cab. F, Slide 374  
Resub of Lots 9, 10 & 11, Cab. H, Slide 304  
Resub of Lot 26, Cab. G, Slide 200  
Resub of Lot 38, Cab. F, Slide 247  
Resub of Lots 48 & 49, Cab. G, Slide 346  
Resub of Lot 52, Cab. F, Slide 378  
Resub of Lot 53, Cab. H, Slide 204  
Resub of Lot 61, Cab. J, Slide 87  
Resub of Lot 63 & 64, Cab. H, Slide 172

### COUNTY ROAD 176



# WHITETAIL

Vacation of Lot 37, 9/27/94  
Comm. Court minutes, Vol. 68,  
Pg. 319



I, Russell D. Parker, do hereby certify that this plat of Whitetail was prepared by me based on an actual survey made upon the ground, marking all corners with iron stakes, and that to the best of my knowledge and belief, said plat is true and correct. 21st day of Aug., 1975.

NOTE: All dwellings must be connected to a sanitary sewer system or septic tank meeting the specifications of the State Health Department.  
Total length of all roads - 18,950 feet.

*Russell D. Parker*  
RUSSELL D. PARKER  
Registered Public Surveyor No. 1661



FILED FOR RECORD 6574

at 10:50 o'clock A.M. EXHIBIT "A"

SEP 8 1975 PERIMETER DESCRIPTION

DICK CERVENKA OF WHITETAIL SUBDIVISION  
Clerk County Court, Williamson Co., Tex.  
By: *Russell D. Parker* Deputy

BEING 598.23 acres in the James B. Allen Survey, Abstract No. 36, and the Anastasha Garr Survey, Abstract No. 122, in Williamson County, Texas, and being out of and a part of 598.60 acres described in a deed from Tom E. Nelson, Jr., Trustee, to Republic Builders, Inc., deed dated July 8, 1975, and recorded in Volume 612, Page 481, of the Deed Records of Williamson County, Texas

BEGINNING at an iron stake marking the Northeast corner of Tract No. 8 hereof, said point being on the South margin of County Road No. 176 and being on the North boundary line of the above referred to 598.60 acres, said beginning point also being the Northwest corner of a 7.02 acre tract previously conveyed by Tom E. Nelson, Jr., Trustee; the Northeast corner of the said 598.60 acre tract and the Northeast corner of the James B. Allen Survey bears N 71°24'E, 501.14 feet and N 69°55'E, 60.00 feet from this point;

THENCE S 18°29'E, 609.02 feet to the Southwest corner of the said 7.02 acre tract referred to above;

THENCE N 71°24'E, 502.20 feet along the South boundary line of the said 7.02 acre tract to an iron stake marking the Southeast corner thereof and being the Northeast corner of Tract No. 9 of this subdivision;

THENCE with the East boundary line hereof as follows:

- S 18° 35' E, 1070.59 feet;
- S 18° 37' E, 708.58 feet;
- S 18° 34' E, 469.14 feet;
- S 17° 20' E, 477.34 feet;
- S 16° 03' E, 408.73 feet;
- S 19° 08' E, 426.12 feet and
- S 19° 33' E, 414.63 feet to the Southeast corner of Tract No. 37

hereof, said point also being on the North margin of a 50 foot wide street in this subdivision known as Buck Bend;

THENCE N 40°09'E, 69.58 feet along the North margin of Buck Bend to an iron stake in the fence along the East boundary line of the above referred to 598.60 acre tract;

THENCE continuing with the East boundary line hereof and the East boundary line of the said 598.60 acre tract as follows:

- S 19° 21' E, 602.43 feet;
- S 19° 15' E, 468.62 feet;
- S 19° 28' E, 779.77 feet;
- S 19° 13' E, 838.27 feet and
- S 20° 28' E, 1027.57 feet to an iron stake set by a fence

corner post marking the Southwest corner hereof and the Southeast corner of the above referred to 598.60 acre tract of land, said point also being the Northwest corner of a tract of land formerly owned by James G. Walsh;

THENCE with the fence along the South boundary line of the 598.60 acre tract of land and the South boundary line hereof as follows:

- S 80° 36' W, 237.39 feet;
- S 77° 24' W, 108.24 feet;
- S 73° 38' W, 735.15 feet;
- S 71° 38' W, 966.89 feet and
- S 69° 45' W, 965.74 feet to an iron stake by a fence corner

post marking the most southerly Southwest corner of the above referred to 598.60 acre tract of land, said point also being the Northwest corner of the Perry O. Mayfield tract;

THENCE with the fence along the West boundary line of the said 598.60 acre tract of land as follows:

- N 21° 20' W, 286.97 feet;
- N 21° 07' W, 149.88 feet to a six (6) inch cedar tree;
- N 01° 05' W, 93.66 feet to an eight (8) inch liveoak tree;
- N 10° 54' W, 77.11 feet to a twelve (12) inch elm tree and
- N 20° 14' W, 364.80 feet to an iron stake by a fence corner

post marking an ell corner in the West boundary line of the above referred to 598.60 acre tract of land;

THENCE with the fence S 63°13'W, 301.70 feet, S 69°25'W, 98.10 feet and S 82°31'W, 143.72 feet to an iron stake by a fence corner post marking the upper Southwest corner of the 598.60 acre tract;

THENCE continuing with the fence along the West boundary line of the said 598.60 acre tract as follows:

- N 22° 18' E, 345.56 feet;
- N 19° 32' W, 366.33 feet;
- N 18° 28' E, 361.16 feet;
- N 18° 03' E, 440.70 feet;
- N 19° 11' W, 332.67 feet;
- N 19° 41' W, 331.40 feet;
- N 19° 40' W, 325.86 feet;
- N 19° 58' W, 520.50 feet and
- N 18° 25' W, 496.24 feet to an iron stake marking an outside

corner in the West boundary line of the said 598.60 acre tract;

THENCE continuing with the fence as follows:

- N 54° 13' E, 66.24 feet;
- N 71° 06' E, 367.25 feet;
- N 70° 49' E, 274.77 feet;
- N 71° 11' E, 165.85 feet;
- N 71° 32' E, 210.00 feet;
- N 70° 35' E, 275.77 feet and
- N 68° 02' E, 152.66 feet to an iron stake by a fence corner

post marking an ell corner in the West boundary line of the said 598.60 acre tract of land;

THENCE continuing with the fence along the said West boundary line as follows:

- N 20° 00' W, 437.91 feet;
- N 19° 14' W, 437.90 feet;
- N 19° 23' W, 437.89 feet and
- N 19° 27' W, 437.89 feet to an iron stake by a fence corner

post marking another ell corner in the West boundary line of the said 598.60 acre tract of land, said point also being the Northeast corner of the W. D. Casey tract;

THENCE with the fence as follows:

- S 72° 36' W, 17.07 feet;
- S 71° 10' W, 240.02 feet;
- S 71° 00' W, 343.79 feet;
- S 70° 38' W, 105.22 feet;
- S 71° 21' W, 239.36 feet;
- S 70° 46' W, 316.92 feet;
- S 70° 36' W, 249.93 feet and
- S 65° 53' W, 68.25 feet to an iron stake found by a fence

corner post marking an outside corner in the West boundary line of the said 598.60 acre tract of land, said point also being on the East margin of County Road No. 176;

THENCE continuing with the West boundary line and along the East margin of the said County Road No. 176 as follows:

- N 19° 45' W, 760.50 feet;
- N 18° 15' W, 50.00 feet;
- N 19° 10' W, 535.66 feet and
- N 19° 07' W, 616.45 feet to a point where the said County

Road No. 176 begins a curve to the right;

THENCE N 18° 45' E, 39.37 feet and N 56° 45' E, 61.61 feet to a point on the South margin of the said County Road No. 176 which runs in an easterly direction;

THENCE with the fence along the South margin of the said County Road No. 176 and the North boundary line of the said 598.60 acre tract as follows:

- N 70° 37' E, 307.86 feet;
- N 71° 00' E, 330.09 feet;
- N 70° 56' E, 330.02 feet;
- N 71° 06' E, 330.03 feet;
- N 70° 51' E, 330.02 feet;
- N 70° 54' E, 330.00 feet;
- N 70° 55' E, 694.81 feet;
- N 70° 34' E, 60.00 feet and
- N 71° 12' E, 405.57 feet to the PLACE OF BEGINNING.

STATE OF TEXAS

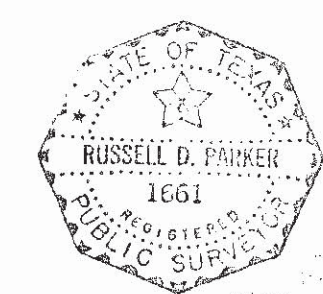
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, RUSSELL D. PARKER, do hereby certify that I did survey on the ground the above described tract of land and that to the best of my knowledge and belief, said description is true and correct.

WITNESS MY HAND AND SEAL on this the 29th day of August, 1975.

*Russell D. Parker*  
RUSSELL D. PARKER  
REGISTERED PUBLIC SURVEYOR NO. 1661.



Unofficial

## EXHIBIT B

WHITETAIL  
RESTRICTIONS

A. The property hereby conveyed shall be used for residential purposes only and no part of same shall ever be used for any business or commercial purpose or for carrying on a trade or profession. No residence trailers or mobile homes shall be allowed. No old houses shall be moved in without the prior written consent of the Architecture Control Committee. Used lumber may be used for construction only after the prior consent of the Architecture Control Committee is obtained.

B. The property shall not be divided or resubdivided or cut into smaller parcels or tracts unless such resubdivision shall be expressly approved in writing by the Architecture Control Committee hereinafter named. Under no circumstances shall any resubdivision ever be approved unless all tracts resulting from such resubdivision contain at least an area two (2) acres in size and have adequate access. Only one single family dwelling shall be erected on the property unless a resubdivision of same is approved, in which event, only one single family dwelling shall be erected on any one tract. If any resubdivision of the property is permitted by the Architecture Control Committee, the creation of adequate utility easements will likewise be a prerequisite to the approval of any such resubdivision.

C. No building shall be nearer than 50' to the road upon which property abuts and no nearer than 20' to any of the other property lines. Fences placed forward of the front of any residence shall require the approval of the Architecture Control Committee.

D. Permanent residences constructed on the subject property shall have a living area of no less than one thousand five hundred square feet (1,500 square feet) exclusive of garages, carports, and porches. Separate garage buildings, servants' quarters of one story or a one-story guest house must be of all new material and must be of equal construction and design as the main residence. Any variation from this restriction must have prior written approval of the Architecture Control Committee.

E. Temporary or prefabricated residences may be permitted on tracts designated as "Investment Tracts" provided the prior written approval of the Architecture Control Committee is obtained. The Architecture Control Committee shall have full jurisdiction over rules and regulations governing temporary residences, and their written approval of any such structure will be mandatory. Written approval of the Architecture Control Committee will be required before any recreational vehicle or camper is stored or parked on the property. "Investment Tracts" shall be defined for the purposes of this covenant as tracts containing seven (7) or more net acres.

F. Any lodge or residence constructed on the property shall have a three piece bathroom minimum and may have a lavatory, commode, and shower stall with septic tank and drain field acceptable to Seller; the kitchen shall have a minimum of one kitchen sink and all plumbing is to be installed in keeping with good plumbing practices. No outside toilets shall be permitted.

G. In the event of the installation of septic-tank soil-absorption sewage disposal system same shall be in accordance with minimum recommendations by the Division of Sanitary Engineering, Texas State Department of Health, and inspected by a duly authorized agent of the Williamson County Health Department. Written certification by inspecting agency that said installation is within said recommendations shall be presented to Seller by Buyer prior to occupancy of premises.

H. Outside wall area of permanent residences shall have a minimum of fifty per cent (50%) masonry construction consisting of brick, ledge-stone, fieldstone, or native type of stone veneer.

I. No hogs will be allowed and it is agreed by Buyer herein he will keep said tract in a clean and orderly manner at all times. If this is not done and

a complaint is filed against Owner by a majority of tract owners owning land within 500 feet of this tract, Seller shall have the right to clean said tract and add such cost to the remaining balance on this contract and to charge ten per cent (10%) per annum interest thereon.

J. The keeping of animals, livestock or poultry other than those that can be classified as household pets shall be governed by the Architecture Control Committee. With prior written approval of the Architecture Control Committee a limited number of livestock, excluding hogs, may be kept for personal pleasure or hobby, the variety and number of which shall be at the sole and exclusive direction of the Architecture Control Committee. As a guideline, not more than one animal unit per two acres will be authorized by the Architecture Control Committee.

Buildings, fences, equipment and housing to be used by such animals must be approved by the Architecture Control Committee. Said premises where said animals are located must be kept clean, odorless, sanitary, insect free and otherwise in a good sightly condition. If the premises whereupon animals are located are not so maintained and a complaint is filed concerning said condition by a majority of the tract owners owning land within 500 feet of the tract in question, the Architecture Control Committee shall have the right to cause such work to be performed and the cost of such work shall be charged against the owner of the tract in question plus 10% interest and said sum may be added to the sales contract and to prevent such conditions said committee may, if it seems advisable, after ten (10) days notice in writing to the owner of said tract by certified mail return receipt requested, shall be held harmless by owner from any and all liability incident to such conduct.

K. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.

L. No firearms shall be discharged, except shotguns may be used for bird shooting and skeet or trap shooting on tracts designated as "Investment Tracts." Other explosives will not be discharged on the premises.

M. No building shall be erected, placed or altered on any lot until the construction plan specifications and a plan showing the location of the structure have been approved by the Architecture Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation. At the same time of the delivery of the plans and specifications, owner shall also deliver a plat plan of said tract showing the exact location of the improvements to be constructed reflecting set back and other information that may be desired by the committee.

N. Seller hereby appoints an Architecture Control Committee of Patricia Crum Morris, N. G. Whitlow, Russell D. Parker, Bruce Luckie, and Tom E. Nelson, Jr. A majority of this committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Said committee shall be empowered to consider requests for variances from the restrictions contained herein and to grant same if found by the committee to be desirable

from the standpoint of balancing the needs of the applicant with the needs of all owners within the subdivision to avoid substantial disruption at the overall plan or scheme of development of said land. Said committee is hereby empowered to relocate easements anywhere within said subdivision provided that in the case of utility easement, utility companies have not already installed utilities.

O. These restrictions are to run with the land until January, 2000, and extend automatically for additional periods of 10 years each unless the record owners of a majority of the tracts in Whitetail through a duly recorded written instrument or instruments amend or cancel the same.

P. All covenants and restrictions shall be binding upon the Purchaser, his successors, heirs or assigns, and said covenants and restrictions are for the benefit of all tract owners.

Q. Invalidity of any one of these covenants or restrictions by judgment of any court shall in no wise affect any of the other provisions which shall remain in full force and effect. Such restrictions may be changed only by vote of the owners of the tracts in said subdivision, with each tract carrying one vote, not counting fractional tracts.

WHITETAIL

THE STATE OF TEXAS |
COUNTY OF WILLIAMSON |

RESOLUTION

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Republic Builders, Inc., a Texas Corporation, owner of that certain tract of land designated "WHITETAIL" is hereby authorized to file for record in the office of the County Clerk of Williamson County, Texas, the map or plat of said tract and the County Clerk of Williamson County, Texas, is hereby authorized to accept for filing and to record said map or plat of said tract.

In approving this plat, the Commissioners' Court of Williamson County, Texas, assumes no responsibility for building, grading or maintaining roads or streets, nor does it assume any responsibility for the building of bridges or culverts within said subdivision until 80% occupancy of the lots along the roadways and streets in the subdivision has been paved by the subdividers to meet the specifications set out herein for paving and grading, and all driveway drain pipes have been installed on written permission from the County Commissioners and have a minimum drain of 18 inches or equal and a minimum length of 22 feet. Larger and longer drain pipes may be required at the sole discretion of the Commissioners.

ADOPTED AND APPROVED this 8th day of September, 1975.

C. L. CHANCE, COUNTY JUDGE

ATTEST:

I, C. L. Chance, County Judge of Williamson County, Texas, do hereby certify that the above and foregoing resolution is a true and correct exemplification of the original resolution passed and adopted by

the Commissioners' Court of Williamson County, Texas, at the regular meeting held at Georgetown, Texas, on the 8th day of September, 1975, A.D., at which time a quorum was present.

C. L. CHANCE, COUNTY JUDGE

THE STATE OF TEXAS |
COUNTY OF WILLIAMSON |

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. L. Chance, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity of County Judge and Chairman of the Commissioners' Court and that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 1975.

Ben W. Kurio, Notary Public in and for Williamson County, Texas

Filed for record September 8, 1975, at 10:50 A.M.
Recorded September 8, 1975, at 3:00 o'clock P.M.

By Duetrude Baker

DICK CERVENKA, County Clerk
Williamson County, Texas
Deputy

Cabinet C

Slide 122

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

DEDICATION OF WHITETAIL

That Republic Builders, Inc., a Texas Corporation, owner of a certain tract and parcel of land located in Williamson County, Texas, and which land is fully described by metes and bounds on Exhibit A attached hereto and made a part hereof for all purposes, does hereby subdivide said land in accordance with the attached and annexed plat and does hereby adopt said plat and subdivision to be known as "WHITETAIL" and does hereby dedicate to the public for public use all streets and easements shown on said plat in connection with this subdivision and does hereby impose the restrictions set forth on Exhibit B attached hereto and made a part hereof for all purposes.

There is hereby reserved and excepted a ten foot (10') easement on each side of each property line as same now appears on said plat and as same may be hereinafter created by sales of less than full tracts, if any such sales occur, for all utilities, including but not limited to gas, water, sewage, telephone, electrical and all other utilities and there is reserved hereby the right to place, install and locate all such utilities together with the right to operate, maintain, repair, replace and remove all utility lines, pipes, guys, anchors and all other appurtenances for gas, sewage, water, electrical, telephone and all other utilities of whatsoever character.

Subdivider would respectfully show that it has fully complied with Williamson County platting requirements as follows:

- (1) A copy of this dedication with its restrictions has been duly acknowledged in the manner required for acknowledgments of deeds;
- (2) Attached hereto are surveyor's perimeter field notes reflecting a beginning point to be the original corner of the original survey of which this plat is a part;
- (3) Provision has been made for all dwellings placed on said subdivision to be connected to septic tanks or disposal facilities meeting the specifications and conditions of the State Health Department;

(4) This dedication and the plat were deposited with the County Clerk of Williamson County, Texas, not less than one week prior to the date of Commissioner's Court meeting.

REPUBLIC BUILDERS, INC.

BY: *Patricia Crum Morris*  
PATRICIA CRUM MORRIS, PRESIDENT

ATTEST:

*Tom E. Nelson, Jr.*  
Tom E. Nelson, Jr., Secretary

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA CRUM MORRIS, PRESIDENT OF REPUBLIC BUILDERS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of August, 1975.

*Carolyn H. Burnett*  
Notary Public in and for Travis County, Texas



**AERIAL UTILITY EASEMENT**

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

That Irma Diaz and \_\_\_\_\_ of Williamson County, Texas, 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 Ariel 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 over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 23.74800 acres of land, more or less, out of the JT church Survey, Abstract No. \_\_\_\_\_, in \_\_\_\_\_ County, Texas, as described on instrument (Deed) Recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, in the Official Property Records of Williamson County, Texas.

Location of right-of-way and Aerial Easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, Ten (10) feet to each side of the centerline, spanning the distance of the grantors property.

Together with the right of ingress and egress over the easement area to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; 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 their appurtenances.

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.

And (I) we do hereby bind (myself) ourselves, (my) our heirs and legal representatives 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) our hand(s) this 3<sup>rd</sup> day of November, 2015.

Irma S. Diaz  
(Signature)  
Irma S. Diaz  
(Print Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

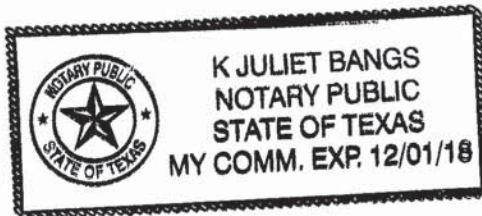
(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Irma Diaz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s) he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3<sup>rd</sup> day of November, 20 15.



K Juliet Bangs  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s) he executed the same 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

PEDERNALES ELECTRIC CORP  
ATTN: ENGINEERING  
PO BOX 2048  
LIBERTY HILL, TX 78642

Please Return to:

\_\_\_\_\_  
Pedernales Electric Cooperative  
P. O. Box 305  
Junction, Texas 76849

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS 2016001535

Nancy E. Rister

Nancy E. Rister, County Clerk  
Williamson County, Texas  
January 06, 2016 01:53 PM  
FEE: \$25.00 TKIRK



25

**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: CR 176 at RM 2243  
Limits: CR 176 at RM 2243  
CR 176 at Parkside Parkway

**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 14th day of January, 2019, 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**

Utility: Pedernales Electric Cooperative  
*Name of Utility*

By: *Dirk Field*  
*Authorized Signature*

Dirk Field  
*Print or Type Name*

Title: Electrical Distribution Designer  
& Planning Manager

Date: 1-14-19

*CR 176 at Rm 2243*

**WILLIAMSON COUNTY**

By: *Bill Gravell*  
*Authorized Signature*

Bill Gravell  
*Print or Type Name*

Title: County Judge

Date: 1/30/19