



BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

February 25, 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

Dear Mr. Whitehead:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of the public right of way in Georgetown, Texas at the intersection of 2243 and the Southwest Bypass (the "Public Right of Way"), further shown on such Exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes.

1. Scope

We understand that PEC provides electric service to areas within its certificated service territory in accordance with the conditions of its Tariff and Business Rules which include, among other terms, advance payment for any line extension construction including tree trimming costs and mitigation and obtaining of any easements necessary for service.

In this instance, the County has requested electric service to a traffic light in the City of Georgetown and requested PEC to place its facilities in the Public Right of Way. PEC generally attempts to construct its facilities on private property given the possibility of road widenings.

In consideration of PEC expediting service to the traffic light and constructing its facilities in the Public Right of Way, by this Letter Agreement, the County acknowledges and agrees as of the date hereof that if in the future the City of Georgetown or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities in the Public Right of Way, such removal or relocation of the Cooperative's facilities shall be at the County's expense. PEC may request payment in advance from the County prior to any such relocation requested.

Further, the County acknowledges that pursuant to City ordinances that it may be required to conduct tree surveys and mitigation for its line extension.

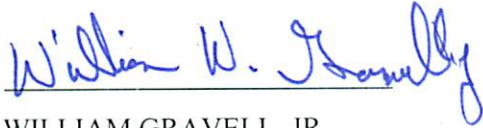
2. General Provisions.

- (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



WILLIAM GRAVELL, JR.

County Judge

AGREED:

Pedernales Electric Cooperative, Inc.

By: 

Name: Troy Whitehead

Title: Director, Regional Operations

EXHIBIT A

Description of Location



