

**AGREEMENT FOR THE ACQUISITION OF REPLACEMENT ELECTRIC EASEMENTS
AND USE OF THE POWER OF EMINENT DOMAIN BY WILLIAMSON COUNTY FOR
PORTIONS OF THE PROPOSED BAGDAD ROAD @ CR279 CONSTRUCTION PROJECT**

This Agreement for the Acquisition of Replacement Electric Easements and Use of the Power of Eminent Domain (the “Agreement”) is entered into by and between Williamson County, Texas (the “County”) and Pedernales Electric Cooperative, Inc. (the “Utility”) as of _____, 2024.

WHEREAS, the County is and has been in the process of designing improvements to and realignment of portions of Bagdad Road from South of CR 281 to North of the San Gabriel River, the approximate location and alignment being shown on Exhibit “A”, attached hereto (the “County Project”); and

WHEREAS, the County desires to specify its procedures for completing acquisition of the public or private real property (“Property”) required for construction of the County Project which will necessitate the adjustment, replacement, removal, and/or relocation of certain facilities of Utility (“Relocation Project”). **NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE COUNTY AND UTILITY HEREBY AGREE AS FOLLOWS:**

Section 1. Replacement Easement Acquisition. The County acknowledges that the County Project affects the location of existing electric utility facilities of the Utility. The County agrees to acquire at its own expense all necessary Property required for the Relocation Project the locations of which are as shown in the final Utility plans and/or parcel identification exhibit as identified on Exhibit “B” hereto and are approved by County for acquisition, or unless otherwise identified as having Prior Rights below.

Section 1.1. Prior Rights for Future Relocations. Should a future County Project expansion or modification by the County or its successors require the relocation of the Utility system improvements previously relocated by this Agreement at the locations identified as “Prior Rights in Right of Way” on

Exhibit “B” hereto, the County shall at its own expense be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this Section shall survive any termination or completion of this Agreement, and upon request of either party the County and Utility shall execute a separate agreement in a form mutually agreeable to both parties which further acknowledges and documents this obligation.

Section 2. To the extent that the County is unable to obtain all necessary Property for its County Project by purchase, the County may obtain such necessary Property including replacement easements for the Relocation Project by use of the County’s power of eminent domain in the County’s name as Condemnor, if necessary, without further action by the Utility. The Utility acknowledges that County may exercise its power of eminent domain in accordance with state law in connection with the County Project and the Relocation Project to the extent that it is unable to purchase such Property.

Section 3. The form of the replacement easements for the Property shall be as shown in Exhibit “C” attached hereto, subject to any modifications or revisions approved by Utility. Any completed replacement easements not otherwise acquired in the name of the Utility shall be assigned by the County to the Utility prior to the Utility commencing the construction of the Relocation Project for any such phase.

Section 4. It is the intent of the County and Utility that this Agreement acknowledges the County’s use of its power of condemnation, if necessary, for all property interests required to complete the construction and maintenance of the County Project, the Relocation Project and the County’s associated public purposes. If it is later determined that there are any errors in the descriptions contained herein, or if later surveys contain more accurate revised descriptions, the County is authorized to have such errors corrected or revisions made without the necessity of obtaining a new or amended agreement consenting to the use of the power of eminent domain by the County to acquire the Property.

Section 5. The recitations of provisions set forth in the preamble of this Agreement are adopted and made a part of the body of this Agreement. This Agreement is subject to the terms and shall be incorporated into and become a part of, any subsequent Standard Utility Agreement which may be entered into by the parties concerning the County Project and/or the Relocation Project upon agreement of the parties.

Section 6. General provisions pertaining to the Agreement:

- 6.1 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between Utility and County, regarding the subject matter hereof.
- 6.2 Amendment.** This Agreement may only be amended by written agreement between Utility and County.
- 6.3 Interpretation; Counterparts.** Each party has read this 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 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.
- 6.4 Governing Law.** This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.
- 6.5 Waivers.** No failure or delay by any party in exercising any right, power or privilege under this 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.
- 6.6 Survival.** Termination or expiration of this 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 Agreement.
- 6.7 Assignment and Delegation.** No party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

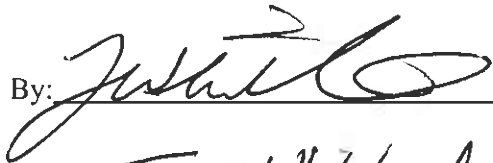
6.8 Severability. If any term or provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

[Remainder of page intentionally left blank]

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2024.

UTILITY:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: 




Name: Troy Whitehead

Title: Regional Operations Director

Date: 7/9/24

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr. (Jul 18, 2024 08:50 CDT)
Bill Gravell, Jr., County Judge

Date: Jul 18, 2024

EXHIBIT “A”

County Project alignment exhibit follows this page

EXHIBIT "A"

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

WILLIAMSON COUNTY

BAGDAD ROAD

PRECINCT NUMBER 2

Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 10408.5 FT (1.971 MILES)
NET LENGTH OF BRIDGE = 759 FT (0.144 MILES)
NET LENGTH OF PROJECT = 11167.5 FT (2.115 MILES)

LIMITS: FROM SOUTH OF CR 281 TO
NORTH OF THE SAN GABRIEL RIVER
FOR THE CONSTRUCTION OF NEW ROADWAY CONSISTING OF
GRADING, BASE, ASPHALT PAVEMENT, BRIDGE STRUCTURES, CULVERTS, DITCHES,
WATER QUALITY BMPs, SIGNING, AND PAVEMENT MARKINGS.

ROADWAY
BAGDAD ROAD
SIDE STREETS
CLASSIFICATION
ARTERIAL
LOCAL

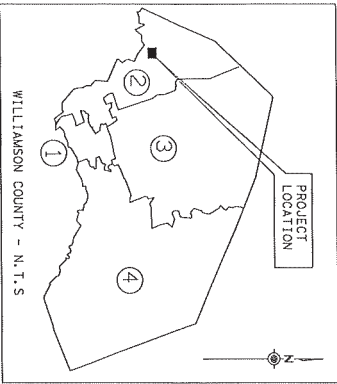
DESIGN SPEED
45 MPH
VARIES

HIGHWAY NUMBER: BAGDAD ROAD
EXISTING ADT = 2,753 VPD (2019)
ADT (DESIGN YEAR) = 4,858 (2042)
DISTRIBUTION (D) = 56%

100%
SUBMITTAL

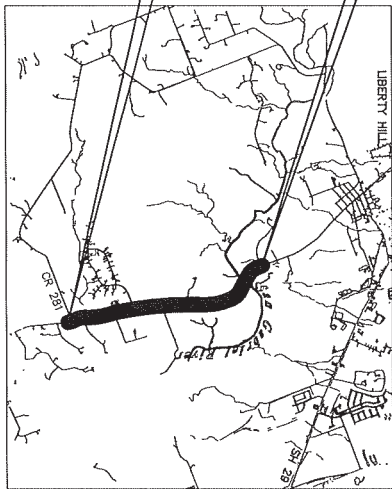
REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEETS "BC(11)-21" THRU "BC(12)-21" AND THE "TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES." ALL SIGNS SHALL BE OF CONVENTIONAL SIZE.



BEGIN PROJECT
BAGDAD ROAD
STA. 196+00.00

END PROJECT
BAGDAD ROAD
STA. 307+67.50



VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

Binkley & Barfield

BCCM

Binkley & Barfield, Inc.
TXENG P-257
2401 Double Creek Dr, Ste 200
Round Rock, TX 78664
512.292.0005
Binkley@barfield.com

PREPARED BY:
BINKLEY & BARFIELD INC. (DESIGN CONSULTANT)

DAVID CALABURIS, P.E.
PROJECT MANAGER

3/29/2023



**WILLIAMSON
COUNTY**
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

CYNTHIA LONG
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 2

APPROVED BY:
HNTB CORPORATION

RICHARD L. RIDINGS, PE
ROAD BOND MANAGEMENT TEAM


DATE


EXHIBIT “B”


**Replacement easement Property + Prior Rights in Right of Way
parcel location exhibit
follows this page**


EXHIBIT "B"


Parcels needing replacement easements:


Parcel 9 and 9R --existing esmt has relocation rights--no acquisition 


Parcel 10 


Parcel 14 


Parcel 16 


Parcel 18 


Parcel 19 


Parcel 20 

Parcel 22 

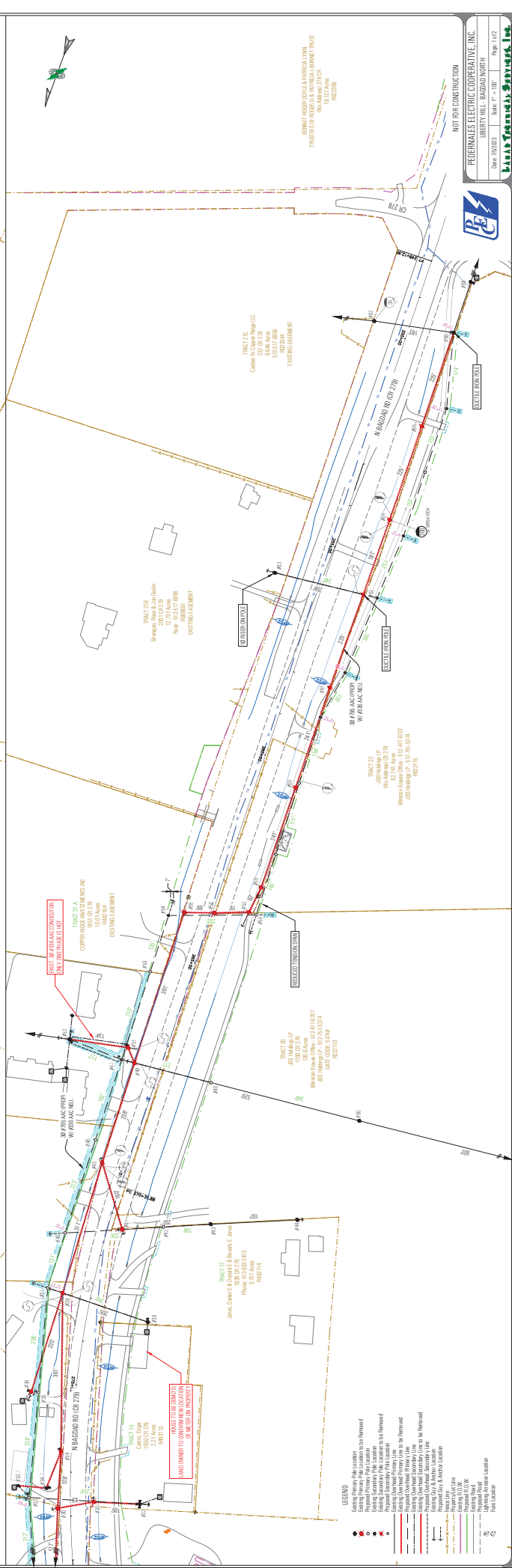
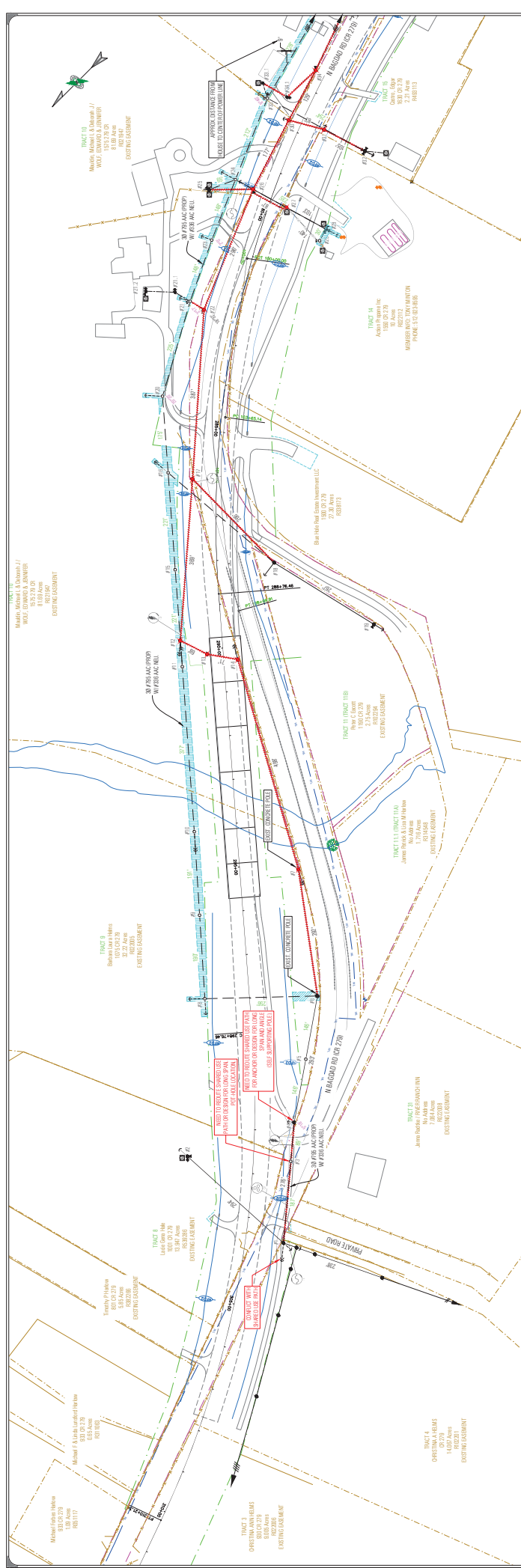
Parcels 26 - 29  --Parcel 26: acquire easement; Parcels 27-29: Prior Rights in Right of Way

Parcel 31  --Prior Rights in Right of Way

Parcel 34  --Prior Rights in Right of Way

Parcel 43 

Organge = telecoms on poles
Purple = NO telecoms on poles



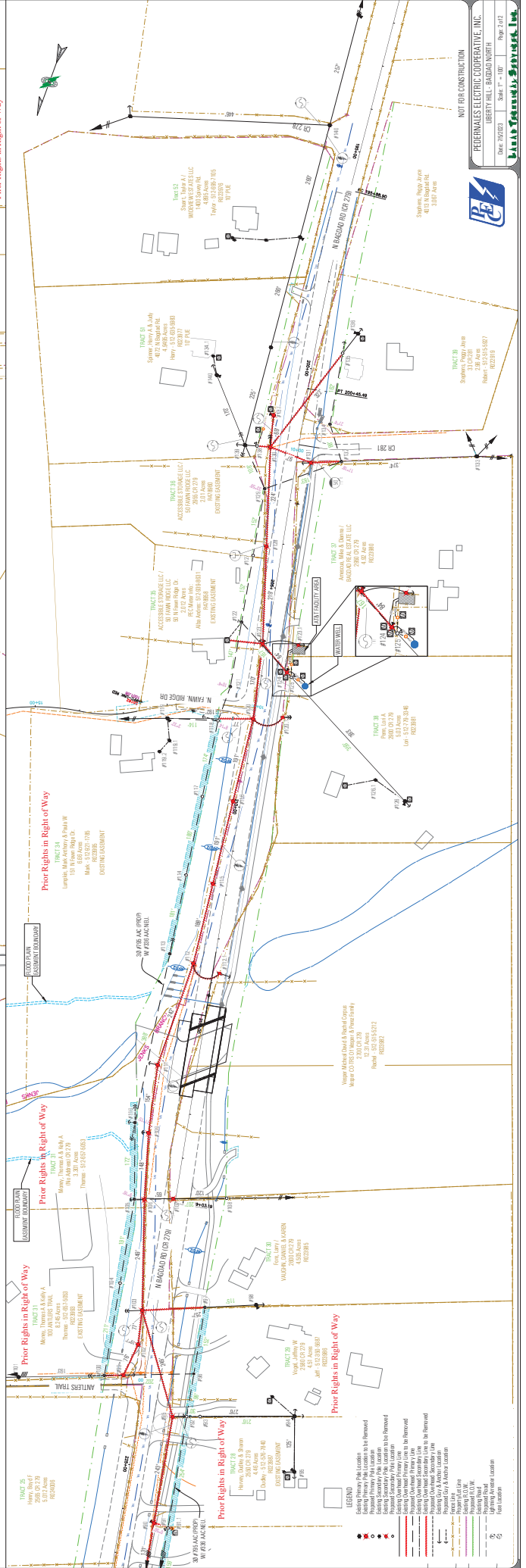
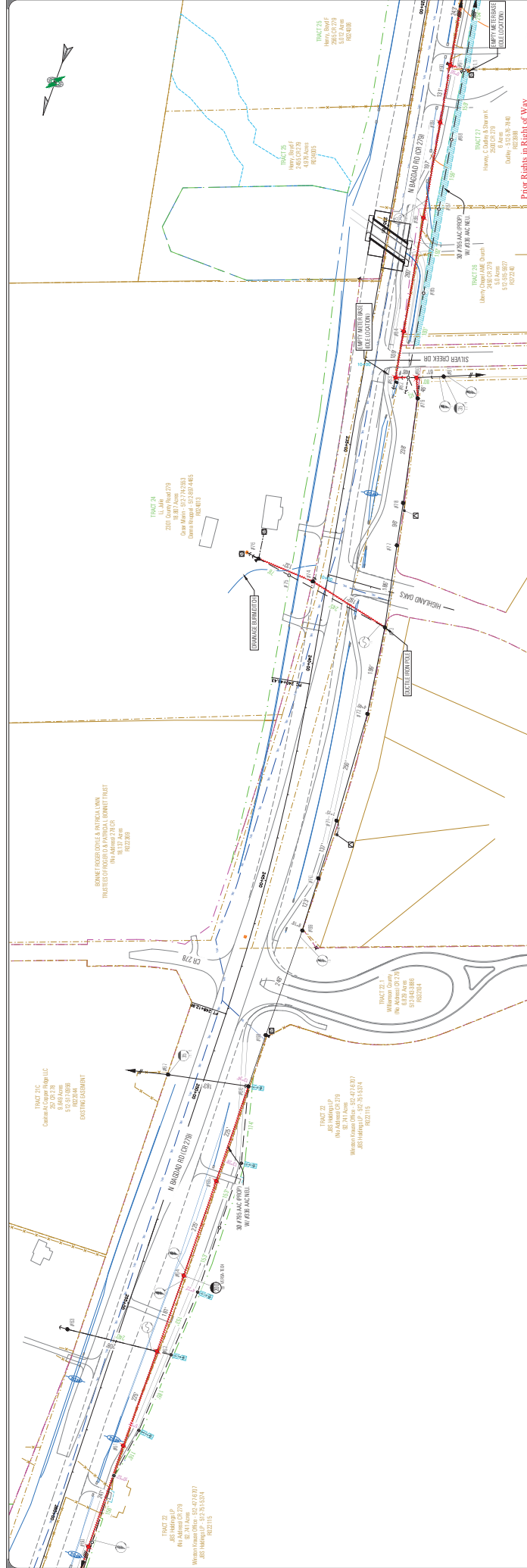


EXHIBIT “C”

Replacement easement form exhibit follows this page

EXHIBIT "C"
ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("Grantee") an 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 (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

All of that certain _____ acre (_____ square foot) tract in the _____ Survey, Abstract No. _____, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel _____**)

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands 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; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and 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.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 20_____.

[signature page follows]

GRANTOR:

(Printed Corporate or Business Name)

By: _____

Its: _____

(Signature)

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 that they 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

Please Return to: