



Bill Gravell, Jr.,
County Judge
Williamson County, Texas

Pedernales Electric Cooperative, Inc.
Attn: Cedar Park District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way Prior Rights
Williamson County—Corridor H/Sam Bass Project

Dear PEC:

This letter sets forth the agreement between Williamson County, Texas (the “County”) and Pedernales Electric Cooperative, Inc. (“PEC”) regarding PEC’s use of portions of the proposed Corridor H/Sam Bass public right of way improvement project in Williamson County, Texas with overall project limits defined as FM 1431 to 925’ West of Wyoming Springs Road (the “Public Right of Way”), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County’s proposed Public Right of Way roadway expansion project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right of Way, which the parties acknowledge by execution herein has been or will be completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Round Rock, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way along the specific limits as shown or otherwise described in additional detail in **Exhibit B** attached hereto, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not otherwise paid by the successor entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

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

WILLIAMSON COUNTY

512.943.3330 Fax 512.943.3335
www.wilco.org
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

(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.

WILLIAMSON COUNTY
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AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: Jason R Murray

Name: Jason R Murray

Title: Director of Operations

Date: 12/4/2024

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Williamson

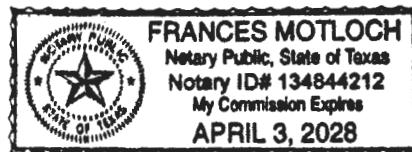
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This instrument was acknowledged before me on December 18, 2024 by Jason R. Murray in the capacity and for the purposes and consideration recited therein.

[Signature]

Notary Public, State of Texas



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EXHIBIT A
Description of County Project Limits

WILLIAMSON COUNTY

CORRIDOR H - SAM BASS ROAD

PRECINCT NUMBER 1

Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 13,414.85 FT (2.541 MILES)
NET LENGTH OF BRIDGE = 35.00 FT (0.007 MILES)
NET LENGTH OF PROJECT = 13,449.85 FT (2.547 MILES)

LIMITS: FROM RM 1431 TO 925' WEST OF WYOMING SPRINGS ROAD

FOR THE CONSTRUCTION OF EARTHWORK, GRADING,
BASE, HMA, SURFACING, BRIDGE,
DRAINAGE STRUCTURES, WATER QUALITY FACILITIES,
SIGNALIZATION, SHARED USE PATH, SIGNING AND PAVEMENT
MARKINGS

ROADWAY	CLASSIFICATION	DESIGN SPEED
SAM BASS ROAD	URBAN MINOR ARTERIAL	45 MPH
THOUSAND OAKS DR	LOCAL	25 MPH
MAYFIELD DR	LOCAL	30 MPH
WALSH DR	LOCAL	30 MPH
DEER TRAIL CIR	LOCAL	30 MPH
LIVE OAK CIR	LOCAL	30 MPH
GREAT OAKS DR	COLLECTOR	35 MPH
WALSH RANCH DR	COLLECTOR	25 MPH
ARROWHEAD DR	LOCAL	25 MPH
TONKAWA TR	LOCAL	25 MPH

2018 ADT (8,560) 2040 ADT (50,850)

% TRUCKS = 2%
DIRECTIONAL DISTRIBUTION = 49/51
DHW = 50BS
TERRAIN: LEVEL

100%
SUBMITTAL



APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

COMMISSIONER TERRY COOK DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 1

APPROVED BY:
HNTB CORPORATION

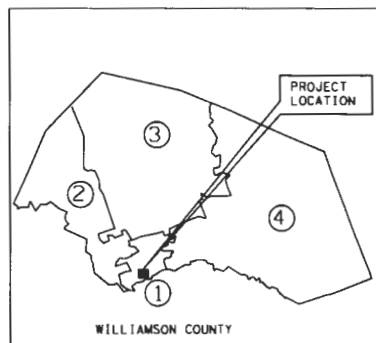
RICHARD L RIDINGS, PE DATE
ROAD BOND MANAGEMENT TEAM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2, 3	INDEX OF SHEETS

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TOLR NO. EABPRJ _____

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES."



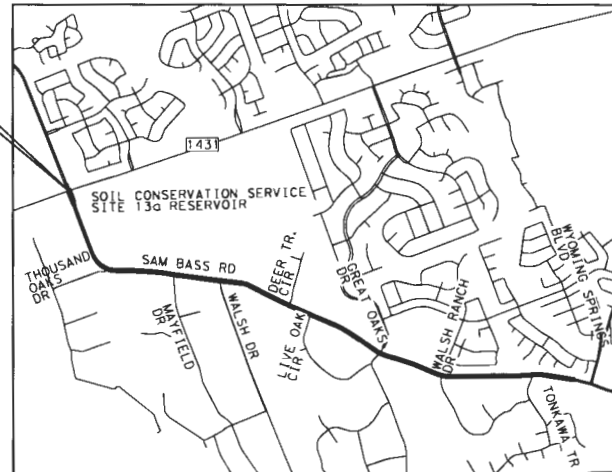
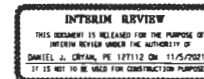
TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.



PREPARED BY:
K FRIESE + ASSOCIATES, INC.

DANIEL J. CRYAN, P.E.
PROJECT MANAGER

DATE



VICINITY MAP
N. T. S.

EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A
WATERSHED: BRUSHY CREEK
AREA OF DISTURBANCE: 24.27 AC

EXHIBIT B
Description of Public Right of Way Prior Rights Locations and Limits

Existing ROW line
Proposed ROW line
Proposed Ultimate ROW
Existing PUE

PRIOR RIGHTS
AGREEMENT APPLIES TO
3 POLES LOCATED FROM
STA 279+93 TO 279+40

PRIOR RIGHTS
AGREEMENT APPLIES TO
3 POLES LOCATED FROM
STA 302+36 TO 306+00



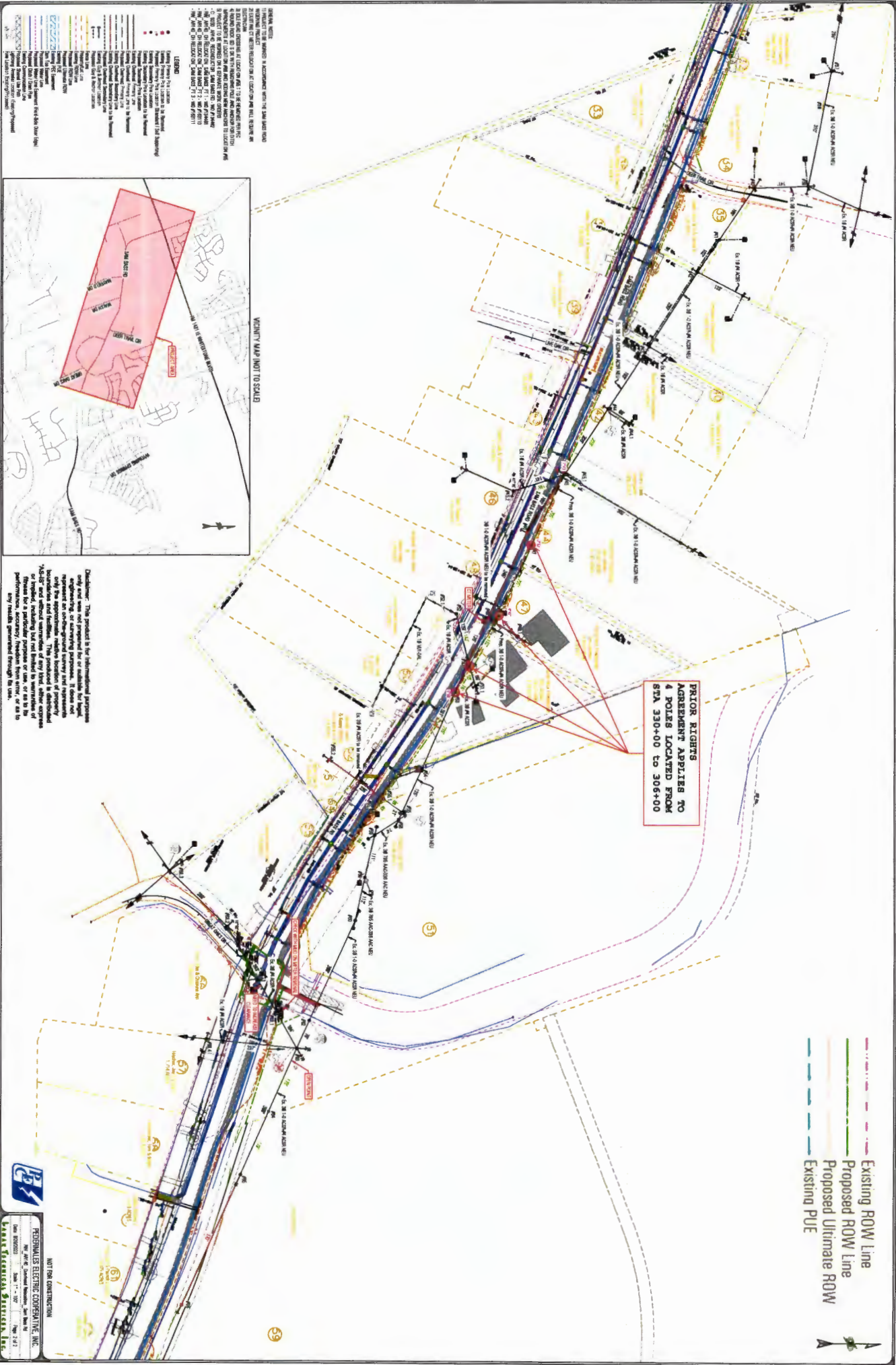
Disclaimer: This product is for informational purposes only and does not constitute a contract. The engineer represents an on-site ground survey and represents only the approximate relative location of property. The engineer does not warrant the accuracy of the information and without limitation of any sort, shall express no opinion on the suitability of the information for any purpose other than that for which it was prepared. The engineer shall not be held responsible for any results generated through its use.



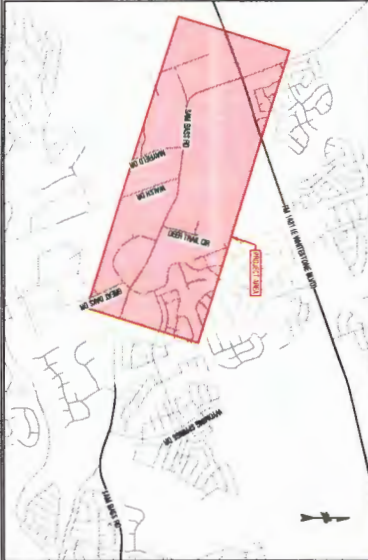
FEDERAL ELECTRIC COOPERATIVE, INC.
1000 N. 10th St., Suite 100
Fargo, ND 58103
701.785.1234
www.federalcooperative.com

--- Existing ROW Line
 --- Proposed ROW Line
 --- Proposed Ultimate ROW
 --- Existing PUE

PRIOR RIGHTS
 AGREEMENT APPLIES TO
 4 POLES LOCATED FROM
 STA 330+00 TO 306+00



VICINITY MAP (NOT TO SCALE)



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 Grand Rapids, MI 49503
 616-235-1234
 www.fecop.com