



Williamson County
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

Presiding Officer
Williamson County, Texas

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 Prior Rights
Williamson County—CR 143

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 CR 143 public right of way improvement project in Williamson County, Texas with overall project limits defined as shown in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Public Right of Way”).

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, The State of Texas, City of Georgetown, 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 roadway owner 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 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, TEXAS

By: Steven Snell

Name: Steve Snell

County Judge/Presiding Officer

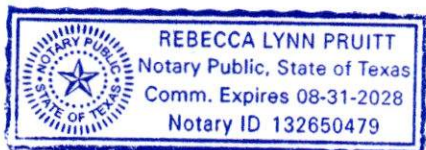
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on May 21, 2025
by Steven Snell in the capacity and for the purposes and consideration
recited therein.



Rebecca Lynn Pruitt

Notary Public, State of Texas

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: [Signature]

Name: VANCE HOY

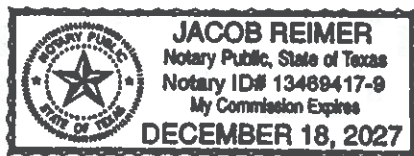
Title: PLANNING MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

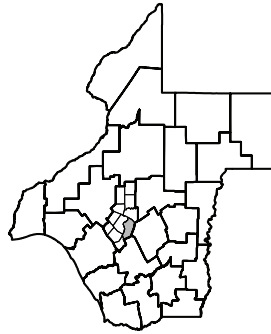
This instrument was acknowledged before me on May 6, 2025 by Vance Hoy in the capacity and for the purposes and consideration recited therein.



[Signature]
Notary Public, State of Texas

EXHIBIT A

Description of County Project Limits



STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT NUMBER
BR 2020(732), ETC.
CSJ 0914 - 05 - 203, ETC.

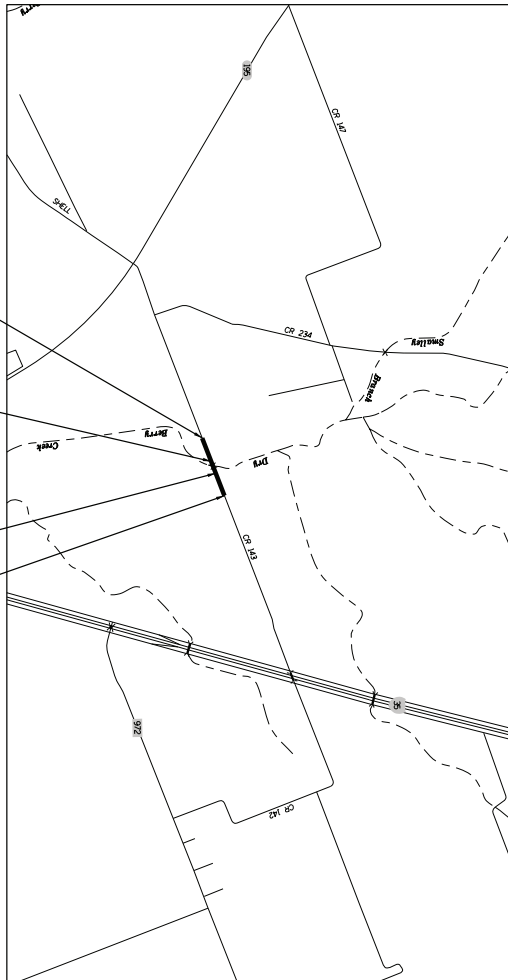
CSJ	ROADWAY LENGTH		BRIDGE LENGTH		TOTAL LENGTH	
	(FT)	(MI)	(FT)	(MI)	(FT)	(MI)
0914-05-203	100.00	0.019	100.00	0.019	200.00	0.038
0914-05-219	1414.00	0.268	0.00	0.000	1414.00	0.268
TOTAL	1514.00	0.287	100.00	0.019	1614.00	0.306

CR 143

WILLAMSON COUNTY

FROM: ON CR 143 AT DRY BERRY CREEK
TO: ., ETC.

FOR THE CONSTRUCTION OF BRIDGE REPLACEMENT
CONSISTING OF REPLACE BRIDGE AND APPROACHES



BEGIN PROJECT
BEGIN CSJ 0914-05-219
STA 100+00
DFO: 1.146

END CSJ 0914-05-219
END CSJ 0914-05-203
STA 107+38.00
DFO: 1.034

NOT TO SCALE
EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE



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PLANS PREPARED BY:
Kimley»Horn
TX FIRM NO. F-928

SUBMITTED
FOR LETTING
2/3/2025

DESIGN ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.



TDLR INSPECTION NOT REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, OCTOBER 1, 2002, AND ANY AMENDMENTS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, OCTOBER 23, 2023).

CONTRACT NO.	SHEET NO.	PROJECT NO.	PROJECT NAME
6914	55	283, ETC.	CR 143
DATE	COUNTY	SHEET NO.	CONTRACTOR
AUG	WILLAMSON	1	

A.D.T.:

2002 688 VPD
2043 164 VPD

DESIGN SPEED: 60 MPH

FINAL PLANS

LETTING DATE: _____

DATE CONTRACTOR BEGAN WORK: _____

DATE WORK WAS COMPLETED & ACCEPTED: _____

FINAL CONTRACT COST: \$ _____

CONTRACTOR: _____

I CERTIFY THAT THIS PROJECT WAS
CONSTRUCTED IN SUBSTANTIAL
COMPLIANCE WITH THE FINAL
SUBMITTAL PLANS AND
SPECIFICATIONS.

_____, P.E. _____ DATE _____

SUBMITTED
FOR LETTING:

RECOMMENDED
FOR LETTING:

LOCAL PUBLIC AGENCY

DISTRICT DESIGN ENGINEER

SUBMITTED
FOR LETTING:

APPROVED
FOR LETTING:

AREA ENGINEER

DIRECTOR OF TRANSPORTATION
PLANNING & DEVELOPMENT

EXHIBIT B

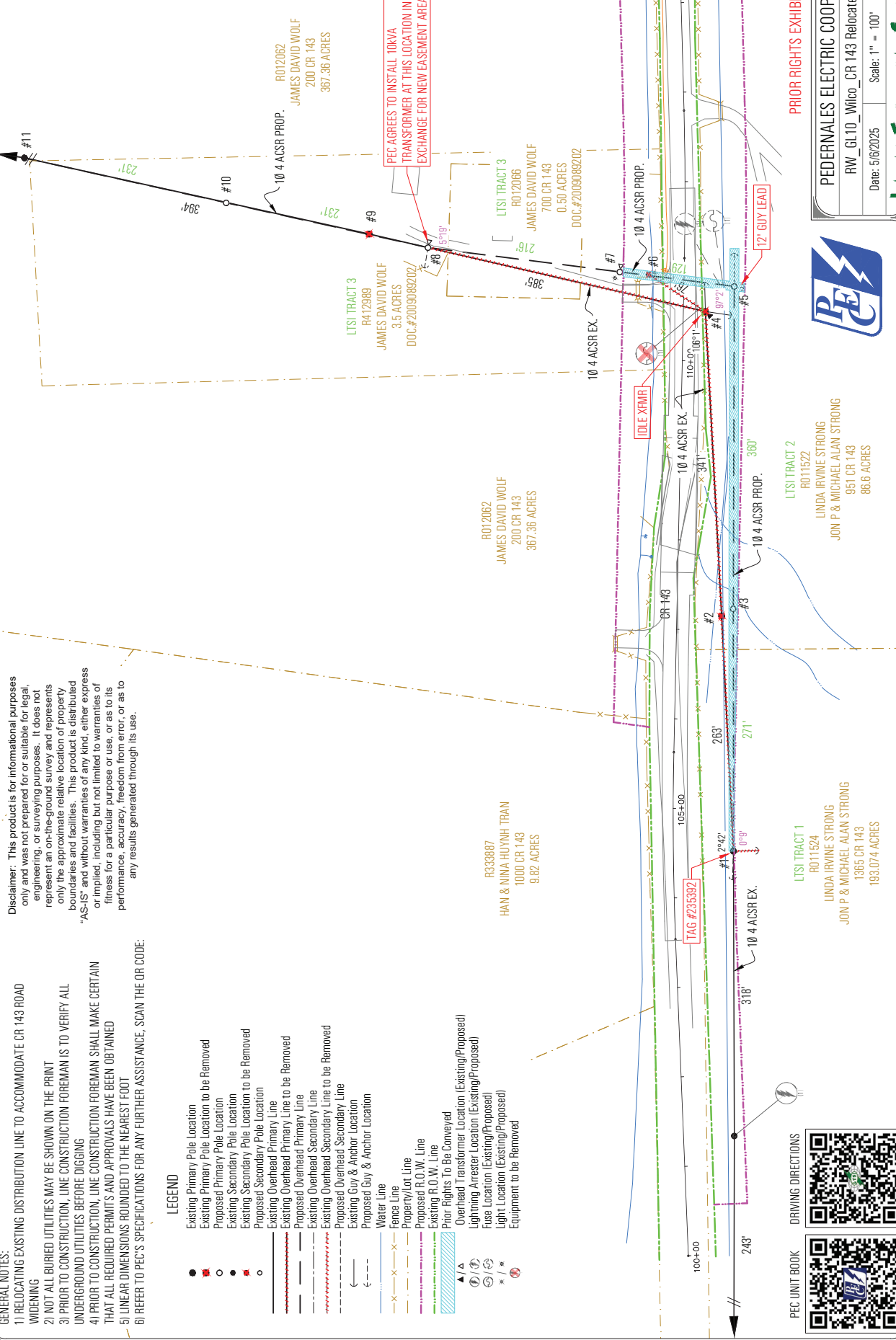
Description of Public Right of Way Prior Rights Locations and Limits

GENERAL NOTES:

- 1) RELOCATING EXISTING DISTRIBUTION LINE TO ACCOMMODATE CR 143 ROAD WIDENING
- 2) NOT ALL BURIED UTILITIES MAY BE SHOWN ON THE PRINT
- 3) PRIOR TO CONSTRUCTION, LINE CONSTRUCTION FOREMAN IS TO VERIFY ALL UNDERGROUND UTILITIES BEFORE DIGGING
- 4) PRIOR TO CONSTRUCTION, LINE CONSTRUCTION FOREMAN SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED
- 5) LINEAR DIMENSIONS ROUNDED TO THE NEAREST FOOT
- 6) REFER TO PEC'S SPECIFICATIONS FOR ANY FURTHER ASSISTANCE, SCAN THE QR CODE:

LEGEND

- Existing Primary Pole Location
- Existing Primary Pole Location to be Removed
- Proposed Primary Pole Location
- Existing Secondary Pole Location
- Existing Secondary Pole Location to be Removed
- Proposed Secondary Pole Location
- Existing Overhead Primary Line
- Existing Overhead Primary Line to be Removed
- Proposed Overhead Primary Line
- Existing Overhead Secondary Line
- Existing Overhead Secondary Line to be Removed
- Proposed Overhead Secondary Line
- Existing Guy & Anchor Location
- Proposed Guy & Anchor Location
- Water Line
- Fence Line
- Property/Lot Line
- Proposed R.O.W. Line
- Existing R.O.W. Line
- Prior Rights To Be Conveyed
- Overhead Transformer Location (Existing/Proposed)
- Lightning Arrestor Location (Existing/Proposed)
- Fuse Location (Existing/Proposed)
- Light Location (Existing/Proposed)
- Equipment to be Removed



PEC UNIT BOOK DRIVING DIRECTIONS



PRIOR RIGHTS EXHIBIT A



PEDERNALES ELECTRIC COOPERATIVE, INC.
RW_GL10_Wilco CR 143 Relocate - WO# 173330
Date: 5/6/2025 Scale: 1" = 100' Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.