

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the _____ day of _____, 2025, by and between **Pedernales Electric Cooperative, Inc.** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain _____ (herein called Facilities).

WHEREAS, County desires to construct proposed CR 143 (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:

■ **Pedernales Electric Cooperative, Inc.'s** scope of work consists of:

Relocating existing overhead poles from existing easement, installing guy wires and anchors to resolve conflicts with Williamson County Road improvements within public right of way, install and remove appurtenances, perform vegetation clearing, and conduct traffic control.

■ Upon completion of the 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 2,414' Linear Feet and 8 Poles along with apparatus defined as Work = \$82,273.29

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 with 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 the 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 initiated 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, Inc.
Name of Utility

By: 
Authorized Signature

VANCE HOY
Print or Type Name

Title: PERMANENT MANAGER

Date: 3 / 21 / 2025

WILLIAMSON COUNTY

By: 
Authorized Signature

Steven Snell
Print or Type Name

Title: Williamson County Judge

Date: 6/3/25

(Attachment “A”)

Plans, Specifications, and Estimated Cost

- 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:

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

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
- Existing R.O.W. Line
- Proposed R.O.W. Line
- ▲ / △ Overhead Transformer Location (Existing/Proposed)
- ⚡ / ⚡ Lightning Arrester Location (Existing/Proposed)
- ⊕ / ⊕ Fuse Location (Existing/Proposed)
- ⊛ / ⊛ Light Location (Existing/Proposed)
- ⊛ Equipment to be Removed

R333887
HAN & NINA HUYNH TRAN
1000 CR 143
9.82 ACRES

R012062
JAMES DAVID WOLF
200 CR 143
367.36 ACRES

R012062
JAMES DAVID WOLF
200 CR 143
367.36 ACRES

JAMES DAVID WOLF
700 CR 143
0.50 ACRES
DOC.#2009089202

R011522
LINDA IRVINE STRONG
JON P & MICHAEL ALAN STRONG
951 CR 143
86.6 ACRES

R011524
LINDA IRVINE STRONG
JON P & MICHAEL ALAN STRONG
1365 CR 143
193.074 ACRES



PRELIMINARY - NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

RW_GL10_Wilco_CR 143 Relocate - WO# 173330

Date: 2/17/2025

Scale: 1" = 100'

Page: 1 of 1

LAMAR TECHNICAL SERVICES, INC.

PEC UNIT BOOK

DRIVING DIRECTIONS





Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH

Printed:

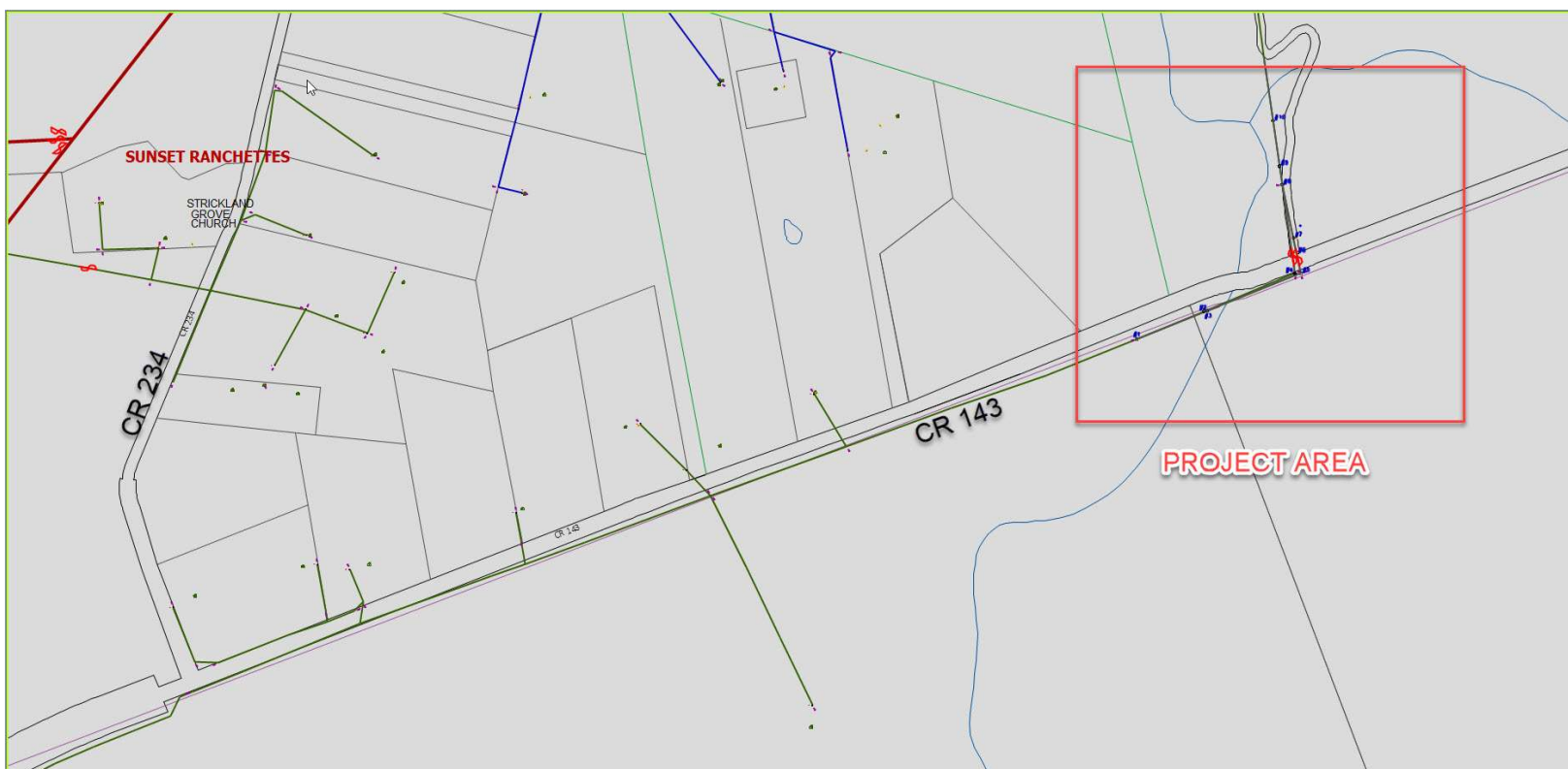
X Coordinate:	0	Description: RELOCATING POWERLINE TO ACCOMMODATE CR 143 RW PROJECT		WO Number:	173330
Y Coordinate:	0				
GPS N				Design Name:	RW_GL10_WILCO_CR 143 RELOCATE
GPS W					
County:	WILLIAMSON	Job Site:		Name & Address:	
City	GEORGETOWN		PEC PT#235392 - #229479		
Substat:	GLASSCOCK T1			USC Location:	0
Feeder:	GL10	Date Letter Sent:		Main Phone:	
Subdivision:		Amount Due:		Business Phone:	
Phase:		Date Payment Recd:		Cell Phone:	
		Amount Recd:		Appl Date:	8/1/2024
Sect:		Directions:		Released:	
Lot:					
Block:					
One Call:			PT#235392 IS LOCATED AT 1365 CR 143 ON THE WEST SIDE OF THE ROAD		
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:				Voltage/Phase:	14.4/ C
1 Gas Co:					
1 CATV:					
1 Water:				Completed By:	
1 Wastewater:		Eas Rec:			



Pedernales Electric Cooperative

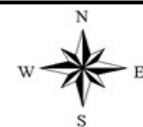


CONSTRUCTION PACKET - OVERALL MAP

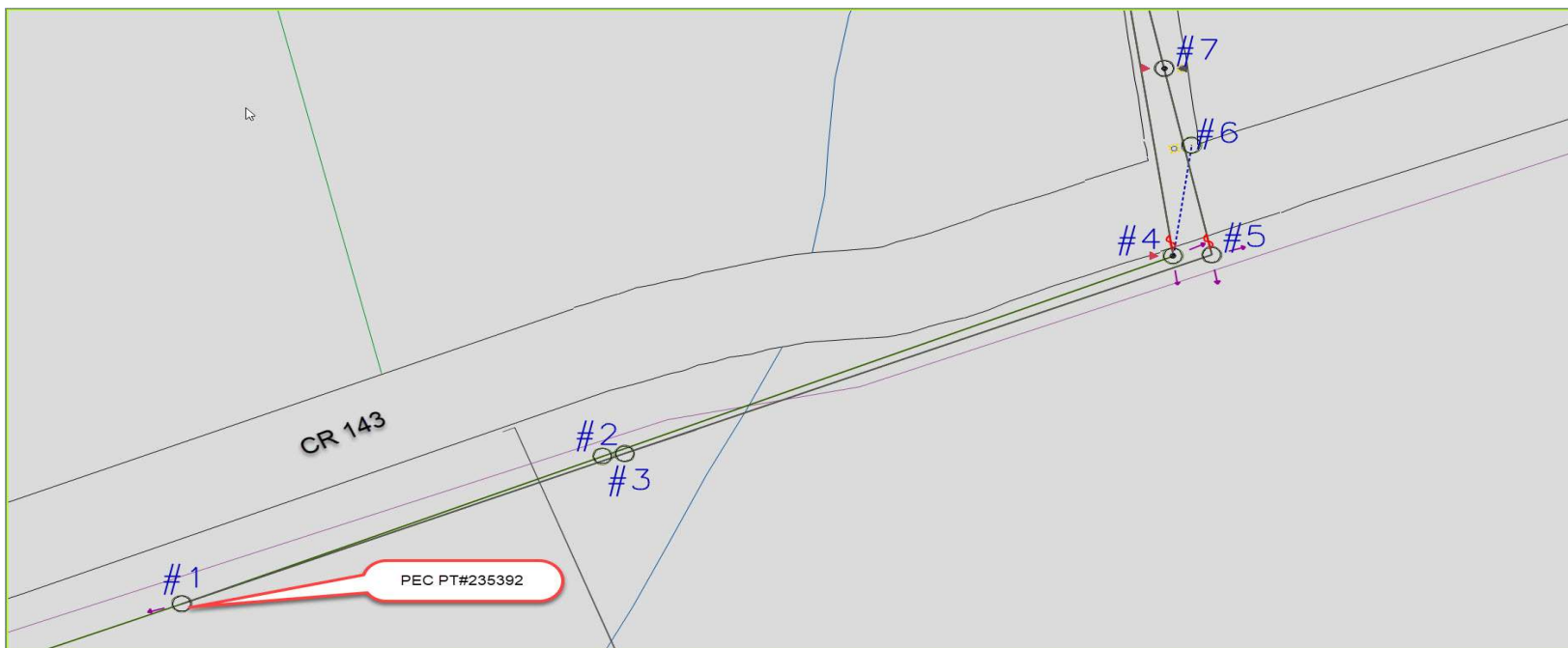




Pedernales Electric Cooperative



CONSTRUCTION PACKET - OVERALL MAP

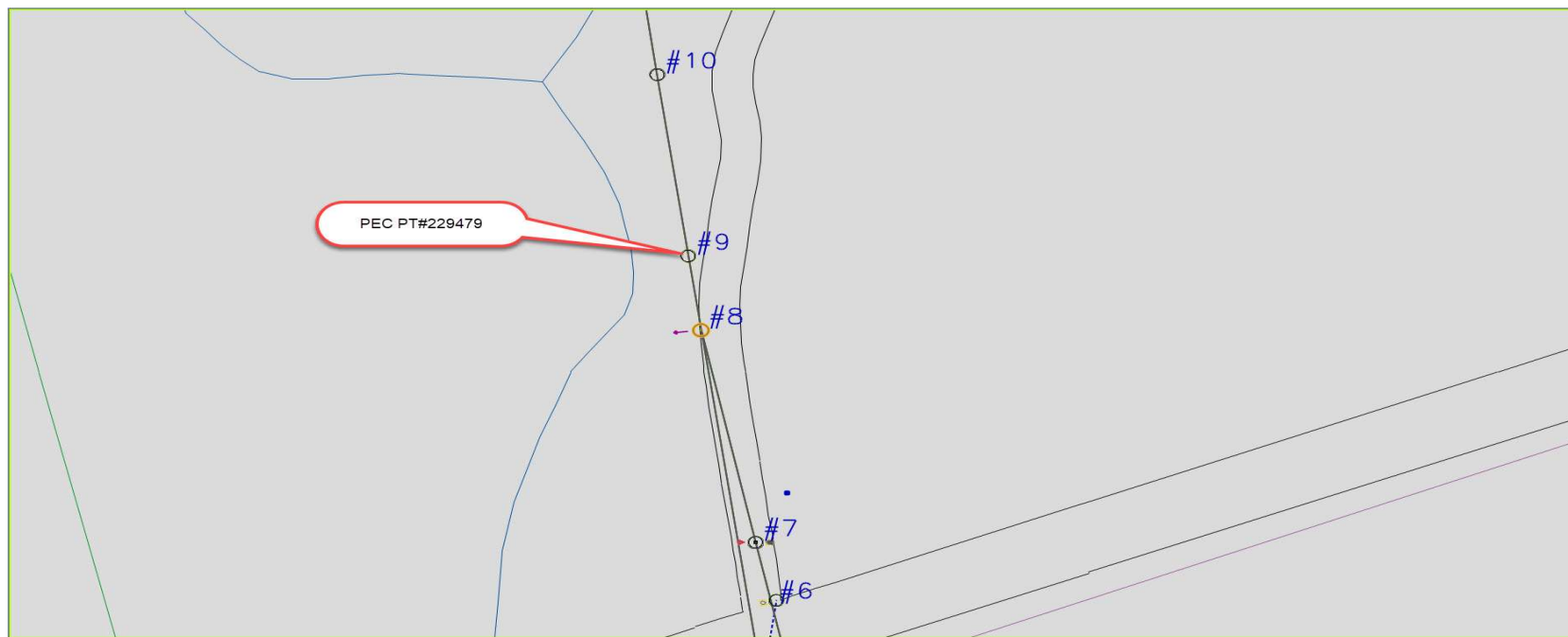




Pedernales Electric Cooperative



CONSTRUCTION PACKET - OVERALL MAP

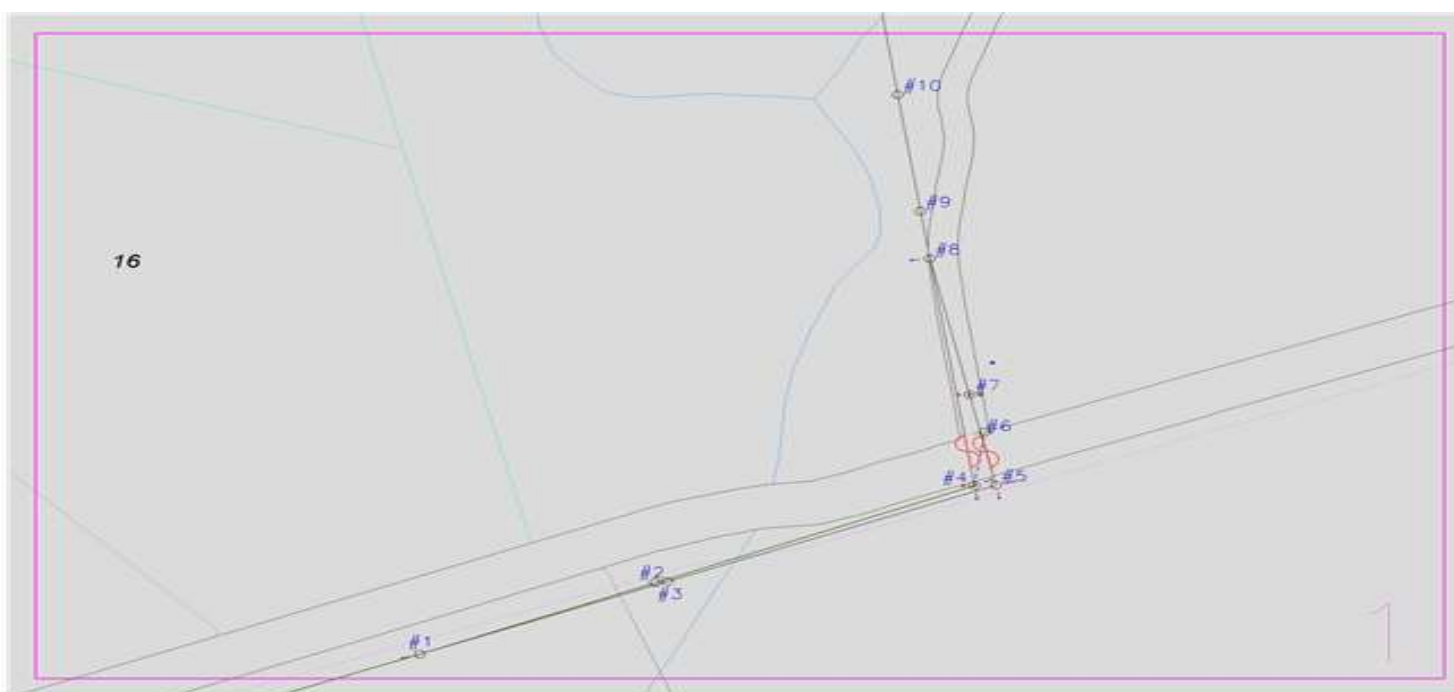




Pedernales Electric Cooperative



CONSTRUCTION PACKET - OVERALL MAP



Internally Supplied Materials				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Pedernales Electric Cooperative, Inc. - INSTALL - WO# 173330				
A1	EA	1	\$ 65.33	\$ 65.33
A1-1	EA	1	\$ 175.47	\$ 175.47
A2	EA	1	\$ 185.74	\$ 185.74
A4	EA	1	\$ 73.61	\$ 73.61
A6	EA	2	\$ 73.62	\$ 147.23
E1-2	EA	4	\$ 108.24	\$ 432.95
F1-3	EA	4	\$ 70.07	\$ 280.27
G135	EA	1	\$ 167.26	\$ 167.26
L2-2.1	EA	1	\$ -	\$ -
M2-2	EA	6	\$ 147.28	\$ 883.68
M3-1.1	EA	1	\$ 208.41	\$ 208.41
M42-11	EA	12	\$ 13.34	\$ 160.12
M5-2	EA	2	\$ 34.46	\$ 68.92
M5-23.1.1	EA	4	\$ 34.19	\$ 136.75
M5-61.1	EA	1	\$ 147.69	\$ 147.69
O4 ACSR	LF	2414	\$ 0.18	\$ 433.36
P45-1	EA	2	\$ 1,241.02	\$ 2,482.03
P45-3	EA	4	\$ 980.51	\$ 3,922.04
POLE SET - 7.5 CUB	EA	1	\$ -	\$ -
ZM5-15B	EA	2	\$ 67.21	\$ 134.41
SWITCHING LABOR	HR	20	\$ -	\$ -
OVERHEAD (10%)	EA	1	\$ 1,010.53	\$ 1,010.53
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
OVERHEAD (%)		Enter % if applicable	0.00%	\$ -
SUBTOTAL				\$ 11,115.80

Externally Acquired Materials				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$ -
SUBTOTAL				\$ -
MATERIALS SUBTOTAL			\$	11,115.80

* Indicated items are being tracked for BUY AMERICA COMPLIANCE and will be documented using Form 1818 and all supporting documentation prior to installation.				
Indicated items are IRON or STEEL, but will not be tracked for BUY AMERICA COMPLIANCE due to falling under the DE MINIMUS of \$2,500, or .1% of the project total cost, whichever is greater.			Sum of De Minimus Items	\$0.00

Internal Labor Costs				
Line Item / Item Description	Unit	Quantity	\$/Unit	Total
Pedernales Electric Cooperative, Inc. - INSTALL - WO# 173330				
A1	EA	1	\$ 181.62	\$ 181.62
A1-1	EA	1	\$ 249.75	\$ 249.75
A2	EA	1	\$ 249.75	\$ 249.75
A4	EA	1	\$ 476.75	\$ 476.75
A6	EA	2	\$ 567.58	\$ 1,135.15
E1-2	EA	4	\$ 249.73	\$ 998.92
F1-3	EA	4	\$ 385.95	\$ 1,543.80
G135	EA	1	\$ 113.52	\$ 113.52
L2-2.1	EA	1	\$ -	\$ -
M2-2	EA	6	\$ 158.92	\$ 953.52
M3-1.1	EA	1	\$ 295.14	\$ 295.14
M42-11	EA	12	\$ 181.62	\$ 2,179.46
M5-2	EA	2	\$ 113.52	\$ 227.04
M5-23.1.1	EA	4	\$ 113.51	\$ 454.05
M5-61.1	EA	1	\$ 158.92	\$ 158.92
O4 ACSR	LF	2414	\$ 1.14	\$ 2,740.24

P45-1	EA	2	\$	908.12	\$	1,816.23
P45-3	EA	4	\$	908.12	\$	3,632.47
POLE SET - 7.5 CUB	EA	1	\$	22.69	\$	22.69
ZM5-15B	EA	2	\$	136.22	\$	272.43
SWITCHING LABOR	HR	20	\$	685.00	\$	13,700.00
OVERHEAD (20%)	EA	1	\$	6,280.29	\$	6,280.29
Pedernales Electric Cooperative, Inc. - REMOVAL - WO# 173330						
A1	EA	2	\$	158.92	\$	317.83
A2	EA	1	\$	204.32	\$	204.32
A4	EA	1	\$	272.43	\$	272.43
E1-1	EA	1	\$	181.62	\$	181.62
E1-2	EA	2	\$	181.63	\$	363.26
F1-3	EA	3	\$	113.51	\$	340.54
G135	EA	1	\$	90.83	\$	90.83
K14	EA	1	\$	68.08	\$	68.08
K18	EA	1	\$	113.52	\$	113.52
L2-2.1	EA	1	\$	431.35	\$	431.35
M2-2	EA	4	\$	113.51	\$	454.05
M3-1.1	EA	1	\$	158.92	\$	158.92
M42-11	EA	4	\$	90.82	\$	363.26
M5-23.1.1	EA	2	\$	45.42	\$	90.83
O1-0 TP	LF	76	\$	2.95	\$	224.32
O4 ACSR	LF	2306	\$	0.68	\$	1,570.60
P30-5	EA	1	\$	363.26	\$	363.26
P40-5	EA	2	\$	431.35	\$	862.70
P45-1	EA	1	\$	499.47	\$	499.47
P45-3	EA	1	\$	499.47	\$	499.47
ZM5-15B	EA	2	\$	68.11	\$	136.22
OVERHEAD (20%)	EA	1	\$	1,521.38	\$	1,521.38
OVERHEAD (%)			Enter % if applicable	0.00%	\$	-
SUBTOTAL					\$	46,810.00

External Labor Costs					
Line Item / Item Description	Unit	Quantity	\$/Unit	Total	
R.O.W.					
Chipper Crew	HR	16	\$ 235.00	\$	3,760.00
Dump Trailer Haul Off	EA	4	\$ 250.00	\$	1,000.00
AWP Safety					
9-3431-D - 3 person	EA	2	\$ 250.00	\$	500.00
9-3440-C3-H - 3 person	HR	16	\$ 165.00	\$	2,640.00
9-3440-C3-0 - 3 person	HR		\$ 247.50	\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.					
				SUBTOTAL	\$ 7,900.00
			LABOR SUBTOTAL	\$	54,710.00

Internal Engineering					
Line Item / Item Description	Unit	Quantity	\$/Unit	Total	
				\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$	-
				SUBTOTAL	\$ -
Internal Survey / Landman					
				\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$	-
				SUBTOTAL	\$ -
Internal Inspection					
				\$	-
Select this row and Insert to add rows. Drag to fill formulas from top cell.				\$	-
				SUBTOTAL	\$ -
Internal Administration					
				\$	-

Attachment “B”

Utility’s Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement

Start Date: April 21, 2025

Construction Days: 40

Estimated Date of Completion: June 13, 2025

Attachment "C"
 PEDERNALES ELECTRIC COOPERATIVE
 RW_GL10_Wilco_CR 143 Relocate

Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
		Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
#2	107+10	✓			
#4	110+50	✓			
#6	110+ 98	✓			

Totals	3	0	0	0
---------------	----------	----------	----------	----------

Eligible =	3
Non-Eligible =	0
GRAND TOTAL =	3

ELIGIBILITY RATIO =

100.00%

Attachment “D”

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

0 % Betterment

(Attachment “E”)

Proof of Property Interest

Staked

LTSI TRACT #1 & #2
LOC. #1, #2, and #4

THE STATE OF TEXAS,

County of BURNET

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the PEDERNALES ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is JOHNSON CITY, TEXAS, and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of _____

WILLIAMSON, State of Texas, and more particularly described as follows:

A tract of land located approximately 6 1/2 miles NORTH
(Show direction above)
from the town of GEORGETOWN; and bounded

on the north by land owned by:

COUNTY ROAD;

on the south by land owned by:

JOHN SYBERT BLOOMQUIST BROS.

on the east by land owned by:

GUS TIENERT SIMON JOHNSON;

and on the west by land owned by:

HWY #195;

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

NONE

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 6TH day of

JULY, 1950.

Sealed and delivered
in the presence of:

L.P. Irvine L.S.

Bulah Y. Irvine L.S.

57-9-83

Bulah Y. Irvine

THE STATE OF TEXAS,

County of BURNET

BEFORE ME, STUART S. WILLIAMS, a Notary Public in and for

BURNET

County, Texas, on this day personally appeared

D. P. IRVINE

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams
Notary Public Burnet County, Texas.

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duly sworn by me stated on oath that he saw _____

_____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 _____

Notary Public _____ County, Texas

THE STATE OF TEXAS,

County of Burnet

BEFORE ME, Stuart S. Williams, a Notary Public in and for

Burnet

County, Texas, on this day personally appeared

BEULAH Y. IRVINE

wife of D. P. IRVINE, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BEULAH Y. IRVINE, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose, and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams
Notary Public Burnet County, Texas

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____ County, Texas, on this day personally appeared

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

Notary Public _____ County, Texas.

THE STATE OF TEXAS

County of BURNET

BEFORE ME, STUART S. WILLIAMS, a Notary Public in and for

BURNET County, Texas, on this day personally appeared

D. P. IRVINE

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams
Notary Public Burnet County, Texas

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and, after being duly sworn by me stated on oath that he saw _____

_____, the grantor, subscribe the same and that he had signed the same as a witness at the request of the grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 19 _____

Notary Public _____ County, Texas

THE STATE OF TEXAS,

County of Burnet

BEFORE ME, Stuart S. Williams, a Notary Public in and for

Burnet County, Texas, on this day personally appeared BEULAH Y. IRVINE

wife of D. P. IRVINE, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BEULAH Y. IRVINE, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY A. D. 1950

Stuart S. Williams
Notary Public Burnet County, Texas

THE STATE OF TEXAS,

County of _____

BEFORE ME, _____, a Notary Public in and for

_____ County, Texas, on this day personally appeared _____

President of _____ of the County and State aforesaid, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of

_____ and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ A. D. _____

Notary Public _____ County, Texas.

RE: Theresa Drake

ELECTRIC UTILITY EASEMENT

LTSI TRACT #3
LOC.#6

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Williamson

THAT Roger SEDBERRY ENTERED APR 5 1994 and of

County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 412.95 Acres of land out of and being part of B. Eaves Survey Survey number Abst. 216, situated in Williamson County, Texas, said 412.95 Acres being more particular described as being a portion of that certain tract of land found in Volume 550 Page 11, of the Williamson County, Texas Deed Records and adopted herein for all descriptive purposes. This particular tract of land located approximately 5 miles from the town of Georgetown, Texas.

Easement of right-of-way herein granted shall consist of a strip of land 20 feet in width for electric lines and in addition a 10 feet width and as needed length for guy wires as needed for construction on grantors properties.

Location of the right-of-way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) 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; 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 the said Cooperative, it's 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 the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS his hand(s) this 7th day of February 19 94

Roger Sedberry - Executor
ROGER SEDBERRY

---NOTARIZE ON BACK---

57-15-12-57-06

CB943-198-A

Sedberry, Roger

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

(Name)

(Title)

, of the

_____ known to me to be the person

(Organization)

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the _____

(Organization)

as _____, thereof, and for the purposes

(Title)

and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public in and for

_____, County, Texas

THE STATE OF TEXAS

COUNTY OF Williamson

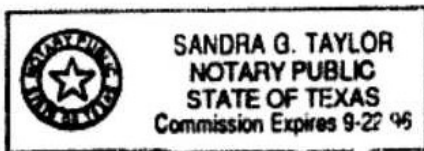
BEFORE ME, the undersigned authority, on this day personally appeared

Roger Sedberry

_____ known to me to be the person

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of February, 1994



Sandra G. Taylor
Notary Public in and for

Burnet

_____, County, 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 he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, _____

Notary Public in and for

_____, County, Texas

(Attachment “F”)

Utility Joint Use Agreement

CobbFendley to Produce Agreement