UTILITY EASEMENT

THE STATE OF TEXAS	<pre> § KNOW ALL MEN BY THESE PRES</pre>	SENTS:
COUNTY OF Williamson		
The undersigned	Jarrell Independent School District	,
	(Printed Name exactly as it/they appear on Deed Record)	

("Grantor") (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an underground electric distribution line or lines, consisting of variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in Williamson County, Texas (the "Property"):

Being the remaining 13.208 acre tract of land more or less, located in the Burrell Eaves Survey, Abstract No. 216, Williamson County, Texas, said tract being more particularly described in Document No. 2023004683, Official Public Records, Williamson County, Texas.

The area of the Easement hereby conveyed for Facilities shall be:

fifteen (15) feet in width, being seven and one-half (7.5) feet on each side of the centerline of the Facilities as built (or fifteen (15) feet in total if Facilities are built less than seven and one-half (7.5) feet from a property line (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is released by written instrument executed by the Grantee and recorded in the Official Real Property Records of the County or Counties in which the Property is located.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, 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.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the, 20			
Entity Signature Block:			
By: (Business Name)			
(Signature)			
(Printed Name)			
(Title)			
	<u>ACKNOWLEDGMENT</u>		
THE STATE OF	§		
COUNTY OF	§		
(name of officer), (title of	of of (name of corporation acknowledge oration, on behalf of said corporation.	(date)	
	AND SEAL OF OFFICE this day	of	
20			
	Notary Public in The State of	in and for	
Please Return to:			
David Pagoaga 173887/16809	99		
Liberty Hill Planning Departn	nent		
P.O. Box 2048 10625 West I	Hwy. 29		
Liberty Hill, TX 78642.			

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF COUNTY OF	TEXAS Williamson	§ § §	KNOW ALL MEN BY THESE PRESENTS:
WHEREAS, Jarrell Independent School District			School District
(hereinafter called	Developer) is de	sirous th	at electric service to
`	Vay Georgetown TX		
			ution system as shown on Exhibit A.

WHEREAS, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

- 1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.
- 2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.
- 3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.
- 4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.
 - 5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.
- 6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.
- 7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.
- 8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.
- 9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3" conduit, in accordance with PEC

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

- 10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.
- 11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.
- 12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.
- 13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.
- 14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.
- 15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _	day of
	[NAME OF DEVELOPER]
	BY:
	Name:
	Pedernales Electric Cooperative, Inc.
	BY:
	Name:
	T:41

Exhibit A

DESCRIPTION AND LOCATION OF FACILITIES

Being the remaining 13.208 acre tract of land more or less, located in the Burrell Eaves Survey, Abstract No. 216, Williamson County, Texas, said tract being more particularly described in Document No. 2023004683, Official Public Records, Williamson County, Texas.