

## UNDERGROUND AGREEMENT

# PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, HAYS CONSOLIDATED ISD

(hereinafter called Developer) is desirous that electric service to HEMPHILL ELEMENTARY, 3995 FM 150 E, KYLE, TX (WO#178306) be served by an underground electrical distribution 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

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]

Hays Consolidated ISD

BY:

Name: Byron Severance

Title: Hays Consolidated ISD, Board President

Pedernales Electric Cooperative, Inc.

BY: Isaac Caballero

Name: ISAAC CABALLERO

Title: ELECTRICAL DISTRIBUTION DESIGNER

## PEC LEGEND

- 3-4IN ABC PHASE 600A
- 3-3IN ABC PHASE
- 1-3IN A PHASE
- 1-3IN B PHASE
- 1-3IN C PHASE
- 1-3IN SECONDARY
- MEMBER SECONDARY
- EXISTING 3-PH OVERHEAD
- EXISTING UNDERGROUND
- PROPOSED 3-PH OVERHEAD
- EXISTING POLE
- PROPOSED POLE
- SECONDARY ENCLOSURE
- METER PEDESTAL
- TAP CAN
- ENCLOSURE 200A
- ENCLOSURE COMBO
- TRANSFORMER 1-PH
- TRANSFORMER 3-PH
- ENCLOSURE 600A

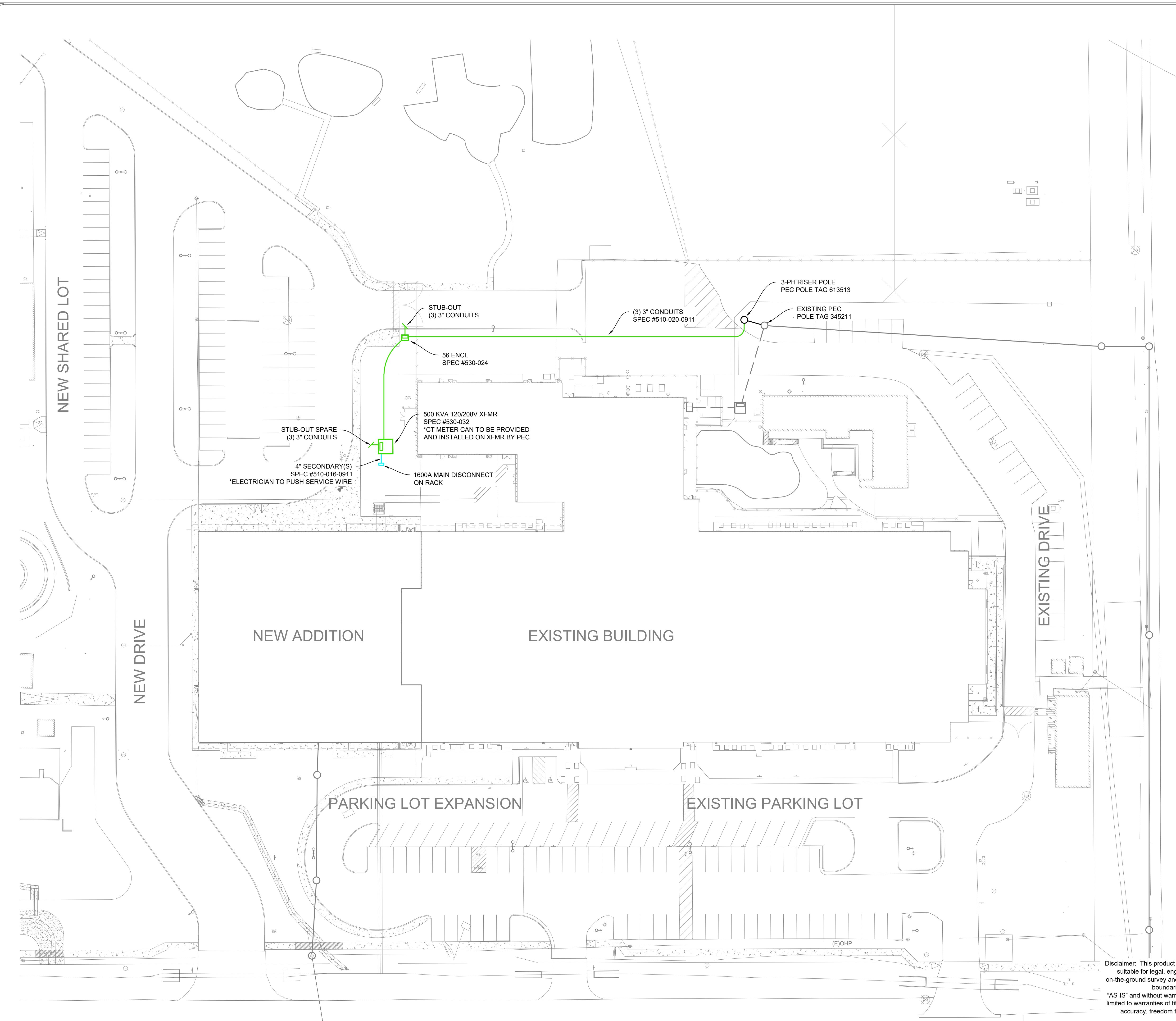


EXHIBIT A