

## COOPERATION AGREEMENT

This Cooperation Agreement (the "Agreement") is entered into by and between Comal County, Texas, a political subdivision of the State of Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") as of 1 SEP, 2015.

WHEREAS, County is the owner of certain property located on FM 3159 in Comal County, Texas better known as Startz Hill (the "Property") on which a radio tower is located approximately 2.3 miles south of the intersection of FM 3159 and FM 2673; and

WHEREAS, the parties previously entered into a Cooperative Agreement regarding the use of the radio tower on the Property; and

WHEREAS, PEC desires to place additional facilities on the original tower site ("Original Site") on the Property including placement of an approximately eighty (80) foot high pole and radio access equipment; and

WHEREAS, County wishes to have additional electric service provided to another site on the Property approximately 150 yards from the Original Site ("Radio Site 2"); and

WHEREAS, each party is expected to benefit from the terms of this Agreement;

WHEREAS, the parties have agreed as to the terms and responsibilities of each with respect to the existing and additional facilities;

NOW THEREFORE FOR THE MUTUAL CONSIDERATION STATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

### A. County Responsibilities

1. Continuing Obligations. County agrees to continue to:
  - a. Furnish the use of the County's backup generator for PEC and its equipment on Original Site;
  - b. Furnish an air conditioning unit for the storage building on Original Site;
  - c. Maintain its equipment in accordance with its standard practices on the Property;
  - d. Maintain the Property and chain link fence which surrounds the tower on the Original Site; and
  - e. Provide periodic officer patrol of the Property.
2. Additional Obligations. In exchange for the agreements of PEC herein County further agrees to:
  - a. Maintain the backup generator on the Original Site;
  - b. Maintain the air conditioning unit on the Original Site;
  - c. Permit placement of 80' pole owned by PEC or its contractor on Original Site;
  - d. Permit placement of additional equipment in the storage building on Original Site; and
  - e. Grant, permit and maintain twenty-four (24) hour access to PEC or its agents to the Property as needed for the operation, replacement and maintenance of PEC facilities.

### B. PEC Responsibilities.

1. Continuing Obligations. PEC agrees to continue to:
  - a. Furnish a well insulated building to be used to house PEC and County equipment; and

- b. Furnish electric service for the backup generator and the air conditioners for the building; and
- c. Maintain its equipment in accordance with its standard practices.

2. **Additional Obligations.** In exchange for the agreements of County herein PEC further agrees to:

- a. Replace and maintain meter loops for Original Site and Radio Site 2;
- b. Trench and connect the backup generator to both the Original Site and Radio Site 2; and
- c. Furnish electric service to Radio Site 2.

**C. Miscellaneous Provisions.**

- a. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- b. This Agreement supersedes any prior agreement between the parties with respect to the subject matter hereof.
- c. This Agreement has been duly and properly approved and constitutes a binding obligation on each party.
- d. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Comal County, Texas.
- e. Both parties reserve the right to terminate this Agreement subject to a 90 day written notice to the other party.
- f. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
- g. All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery:

County:  
Comal County  
150 N. Seguin Ave.  
New Braunfels, Texas 78130  
ATTN: County Judge

With a copy to:  
Comal County Sheriff's Office  
3005 West San Antonio Street  
New Braunfels, Texas 78130

PEC:  
Pedernales Electric Cooperative, Inc.  
PO BOX 1  
Johnson City, Texas 78636  
ATTN: Telecommunications Department

With a copy to:  
Pedernales Electric Cooperative, Inc.  
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ATTN: Canyon Lake District Director

- h. This Agreement is not intended to extend the liability of the parties beyond that provided by law.**
- i. Neither party waives any sovereign or governmental immunity available under Federal or Texas law and does not waive any available defenses or remedies at law under Federal or Texas law.**

**[Remainder of page intentionally left blank]**

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IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AS OF THE DATE ABOVE WRITTEN.

<p>COMAL COUNTY</p> <p>By: _____ Printed Name: _____ Title: County Judge Date: _____, 2016</p>	<p>PEDERNALES ELECTRIC COOPERATIVE, INC.</p> <p>By:  Printed Name: <u>Dennis M. Evans</u> Title: <u>Director of Operations</u> Date: <u>17 May</u>, 2016</p>
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