



**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF POLK,
PINEY WOOD LAKES TEXAS CHAPTER MASTER NATURALISTS AND
THE EAST TEXAS ELECTRIC COOPERATIVE, INC.**

This agreement is between and among the County of Polk, hereinafter called "The County;" Piney Wood Lakes Texas Chapter Master Naturalists, hereinafter called "TMN", a non-profit organization maintaining beneficial management of natural resources and areas in Polk County/ San Jacinto, Trinity and Tyler; and the East Texas Electric Cooperative, Inc., hereinafter called "ETEC", a non-profit electric cooperative that is the Federal Energy Regulatory Commission ("FERC") licensee for a hydroelectric project at Lake Livingston Dam in Polk County.

WHEREAS, by instrument dated January 29, 2014, as amended March 23, 2015, the County granted a 99-year, renewable Ground Lease to ETEC for the premises formerly known as Southland Park for the use, among others, of developing outdoor recreational amenities as a feature of the licensed hydroelectric project; and

WHEREAS The County and ETEC desire TMN's assistance in the management of the natural resources at the ETEC Hydroelectric plant gazebo area and surrounding parkland formerly known as Southland Park (ETEC Park) for the citizens of Polk County; and

WHEREAS The County does not maintain and/or provide management of natural resource services in Polk County; and

WHEREAS TMN will train and volunteer for community projects to gain an education, manage, and enhance the area's natural resources for the citizens of Polk County; and

WHEREAS During construction of the hydro plant, ETEC and local TMN chapter liaison planned initial park formation and land prepping after ETEC move-out, after which ETEC turned developing the nature park over to local TMN chapter which was made effective January 2021.

NOW, THEREFORE, the parties agree:

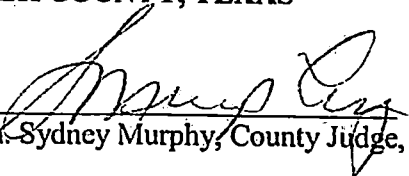
1. The County and ETEC, in consideration of the provision of educational programs and other assistance, provides a site for TMN to operate and further develop ETEC Park in the gazebo area of the ETEC Park.
2. TMN, its members, officers and agents indemnify and agree to hold harmless ETEC, Polk County, the Polk County Commissioners Court and the Polk County Judge from

- any liability whatsoever arising as a result of the acts or omissions of TMN, its members, agents or employees. The Polk County Commissioner's Court agrees to hold harmless, officers and members of any act of omission involving TMN.
3. Piney Wood Lakes Chapter Co-Chairs will oversee park development by volunteers that will encourage educational programs which increase the awareness of and appreciation for the native flora and fauna.
 4. Co-Chairs and/or their chapter Advisor will keep ETEC, the County Judge and Commissioner's Court apprised of Park developments and plans on a regular basis, including a yearly report.
 5. TMN agrees to host 2 public events annually at the ETEC park for the preceding calendar year.
 6. TMN agrees that it will not undertake any physical modification of FERC-approved recreational structures or amenities at the ETEC Park without ETEC's having either received FERC approval for such modifications or determined that FERC approval is unnecessary. Notwithstanding the foregoing, TMN may make enhancements to native flora and interpretive signage at the ETEC Park without prior approval.
 6. Facility Manager of the Hydroelectric power plant will oversee the mowing of ETEC Park, honoring TRA's request that any park plans include maintaining the grassland in the line of sight from the security cameras to the Gazebo in a clear, visible distance for security purposes, with no tall vegetation or structures. Mowing plans will also not interfere with any planned prescribed controlled burns that may be approved.
 7. Mowing will be done on a regular basis as needed with one swath bordering Recreation Rd 5 that leads to parking lot and around walking trail.
 8. Mowing as needed in interior areas of acreage only upon approval by Co-Chairs and/or Chapter Advisor.
 9. Trim around existing trees for controlled burn purposes.
 10. The County and TMN agree that if the project is abandoned at this site, the structures and equipment purchased by The County and by grant funds awarded to The County will remain as property of The County, and any equipment donated or acquired by funds from TMN for the express use of ETEC Park, will be removed and retained by TMN.
 11. TMN agrees to file a financial statement that will include the TMN local chapter annual budget for the current year with the Polk County Judge prior to December 31, of each year.
 12. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This MOU may not be modified, altered, changed, or amended, except by written agreement of the Parties.
 13. This agreement shall automatically renew for subsequent and successive one (1) year periods beginning January 1, 2022, unless either party gives written notice of its intent to terminate the Agreement to the other not less than sixty (60) days prior to the expiration of the then existing term. This notice shall be effective when delivered to the other parties by email, hand delivery or sealed in an envelope with sufficient postage affixed and deposited in the US mail. Each party is entitled to terminate this Agreement, pursuant to the terms herein contained, at any time and for any lawful

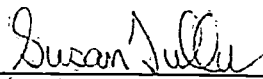
reason. The word "Term" herein shall mean the Initial Term and, unless the context otherwise requires, the Renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 28th day of December, 2021.


POLK COUNTY, TEXAS

By 
Hon. Sydney Murphy, County Judge, Polk County, Texas

Piney Wood Lakes Chapter Master Naturalists

By 
Susan Tullos, Co-President

East Texas Electric Cooperative, Inc.

By 
[Title] CFO