



AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

This Amended and Restated Memorandum of Understanding ("Agreement") is entered into effective as of May 1, 2023 by and among Polk County, Texas (the "County"), the Piney Wood Lakes Chapter Texas Master Naturalists ("PWLCTMN"), a Texas corporation recognized by the IRS as a 501(c)(3) non-profit organization maintaining beneficial management of natural resources and areas in Polk, San Jacinto, Trinity and Tyler Counties; and East Texas Electric Cooperative, Inc., ("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. Each of the County, PWLCTMN, and ETEC may be referred to herein as a "Party" and collectively as the "Parties" to this Agreement.

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, that is currently known as the Gazebo Nature Preserve @ Lake Livingston Dam ("The Preserve"); and

WHEREAS, the County and ETEC desire PWLCTMN's assistance in the management and restoring of the natural resources consistent with the local ecoregion and promoting these combined efforts of the Parties to the Public at the ETEC Hydroelectric plant gazebo area and surrounding parkland formerly known as Southland Park; and

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

WHEREAS, PWLCTMN will organize and train volunteers for community projects at The Preserve to gain an education, manage, and enhance the area's natural resources for the Public; and

WHEREAS, during construction of the hydro plant, ETEC and PWLCTMN chapter liaisons planned initial park formation and land prepping after ETEC move-out, after which ETEC turned developing the nature park over to PWLCTMN chapter which was made effective January 2021; and

WHEREAS, the Parties previously agreed to a Memorandum of Understanding dated December 28, 2021 between the County, ETEC, and PWLCTMN embodying the terms discussed in each of the Whereas clauses above; and

WHEREAS, the PWLCTMN desire to design, construct, and maintain an accessible ramp and platform for birdwatching within the project boundary and adjacent to the existing recreational amenities in The Preserve (the "Birdwatching Platform").

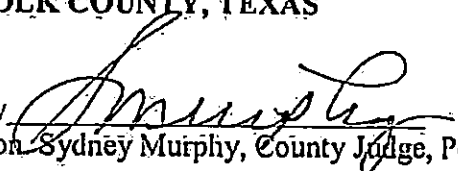
NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County, PWLCTMN, and ETEC agree as follows:

1. The County and ETEC shall provide PWLCTMN with access to The Preserve for PWLCTMN to operate, maintain and further develop The Preserve in accordance herewith.
2. ETEC consents to the construction of the Birdwatching Platform by PWLCTMN, in accordance with all applicable laws and regulations.
3. PWLCTMN, agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS ETEC, Polk County, the Polk County Commissioners Court, and the Polk County Judge from any loss, liability, or damage they may suffer as a result of any claims, demands, costs, or judgments against them arising from the acts or omissions of PWLCTMN in connection with this Agreement, including but not limited to PWLCTMN's design, construction, and maintenance of the Birdwatching Platform.
4. The Polk County Commissioner's Court agrees to hold harmless PWLCTMN of any act of omission.
5. PWLCTMN, will oversee The Preserve development by volunteers that will encourage educational programs which increase the awareness of and appreciation for the native flora and fauna.
6. PWLCTMN will keep ETEC and the County apprised of The Preserve developments, and plans including future development, pending County and ETEC approval, on a regular basis, including a yearly report.
7. PWLCTMN agrees to host two (2) public events annually at the The Preserve for the duration of this Agreement.
8. PWLCTMN agrees that it will not undertake any physical modification of FERC-approved recreational structures or amenities at The Preserve. ETEC will be solely responsible for any physical modifications or maintenance of existing FERC approved recreation structure or amenities at The Preserve. PWLCTMN may make enhancements to native flora and interpretive signage at The Preserve without prior approval.
9. ETEC will oversee the mowing of The Preserve, 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. 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. Mowing as needed in interior areas of acreage only upon approval by PWLCTMN.

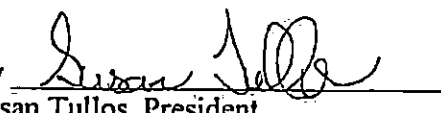
10. The County and PWLCTMN agree that if the project is abandoned at this site, the structures and equipment purchased by PWLCTMN or the County and by grant funds awarded to the County will remain as property of the County.
11. PWLCTMN agrees to file with the County a year-end financial report and subsequent year annual budget specific to the Gazebo Nature Preserve @ Lake Livingston Dam with the County prior to March 31st of each year.
12. This Agreement represents the entire agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein, including without limitation, the Memorandum of Understanding between the County of Polk and Piney Woods Lakes Chapter Texas Master Naturalists. This Agreement 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 five (5) year periods beginning January 1, 2024, unless either party gives written notice of its intent to terminate this 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 Agreement as of May 13, 2023.

POLK COUNTY, TEXAS

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

Piney Wood Lakes Texas Chapter Master Naturalists

By 
Susan Tullos, President

East Texas Electric Cooperative, Inc.

By 
A.J. Goff, General Manager and Chief Executive Officer