

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**DATE:** May 1, 2018

**GRANTOR:** WILLIAMSON COUNTY, a political subdivision of the State of Texas

**GRANTOR'S MAILING ADDRESS:**

**GRANTEE:** LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

**GRANTEE'S MAILING ADDRESS:** P. O. Box 220  
Austin, Texas 78767

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**GROUND EASEMENT PROPERTY:** The GROUND EASEMENT PROPERTY shall initially consist of the entirety of the median strip between the north- and south-bound lanes of Ronald W. Reagan Boulevard, from a point approximately 100 feet north of the intersection of Ronald W. Reagan Boulevard and Hero Way in the City of Leander to a point approximately 100 feet south of the intersection of Ronald W. Reagan Boulevard and New Hope Road in the City of Cedar Park; provided, however, that from and after completion of construction of the PROJECT, the GROUND EASEMENT PROPERTY shall consist of multiple circular areas, one for each support structure and each being a circle encompassing the entirety of the support structure and foundation. Each circle will be centered on the center of the base of that particular support structure. The parties acknowledge that the sizes of the various support structures and the various circular easement areas may vary in size; provided, however, no circular easement area shall exceed 15 feet in diameter. GRANTEE shall cause to be prepared surveys, including plat and metes and bounds description, of said circular areas, which shall be attached hereto as Exhibit A.

**AERIAL EASEMENT PROPERTY:** An 80-foot strip of land, the centerline of which is the centerline of the PROJECT, as constructed, which strip shall run from 40 feet north of the support structure located at or near the intersection of Ronald W. Reagan Boulevard and Hero Way to 40 feet south of the support structure located at or near the intersection of Ronald W. Reagan Boulevard and New Hope Road. GRANTEE shall cause to be prepared a survey, including plat and metes and bounds description, of said 80-foot strip, which shall be attached hereto as **Exhibit B**.

**PROJECT:** Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR and GRANTEE agree that this Electric Line Easement and Right-of-Way shall be re-recorded at Grantee's expense in the public records of Williamson County after completion and attachment of **Exhibit A** and **Exhibit B**.

#### GRANT OF EASEMENT

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the GROUND EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

GRANTOR further grants, sells, and conveys to GRANTEE aerial easement rights above the AERIAL EASEMENT PROPERTY, such rights being limited to the space above a height of 35 feet above the current grade of the AERIAL EASEMENT PROPERTY, except that Grantee's aerial easement rights above the OVERPASS SEGMENTS (as defined below) shall be limited to the space above a height of 45 feet above current grade. GRANTEE shall not have the right to place poles, towers, guys or other ground-based support structures on any part of the AERIAL EASEMENT PROPERTY outside the GROUND EASEMENT PROPERTY. The OVERPASS SEGMENTS are defined as follows:

1. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and New Hope Road to 75 feet north of the same centerline intersection point;
2. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and Crystal Falls Parkway to 75 feet north of the same centerline intersection point;
3. From 75 feet south of the centerline intersection of Ronald W. Reagan Boulevard and RM 2243 to 75 feet north of the same centerline intersection point; and
4. From 125 feet south of the centerline intersection of Ronald W. Reagan Boulevard and Hero Way Road to 125 feet north of the same centerline intersection point.

The Easement, right-of-way, rights, and privileges herein granted within the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY for the above stated purposes, and notwithstanding anything herein to the contrary, GRANTEE shall at all times have the right to access and use the entirety of the median strip as needed for routine and non-routine maintenance and related activities. During construction of the PROJECT, GRANTEE shall have two temporary construction easements within the median strip of Ronald W. Reagan Boulevard, one extending 600 feet north from the northern-most support structure and the other extending 600 feet south from the southern-most support structure for wire pulling and other construction purposes. Such temporary construction easement shall terminate upon completion of construction of the PROJECT.

#### GRANTEE RIGHTS

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the GROUND EASEMENT PROPERTY. However, it is the intent of GRANTOR and GRANTEE that the PROJECT shall be constructed with the centerline of the PROJECT as close to the centerline of the median strip of Ronald W. Reagan Boulevard as reasonably possible. GRANTOR and GRANTEE acknowledge that variances, as required by physical constraints, may be necessary and that construction of the PROJECT may need to be offset slightly from the centerline of the median strip.

Upon completion of the design of the PROJECT, GRANTEE shall submit proposed plans depicting the locations of all support structures for GRANTOR's review. GRANTOR shall have 10 business days after receipt of the plans to request adjustments to proposed locations of support structures, and GRANTEE shall make reasonable efforts to accommodate GRANTOR'S requests, considering cost increases and time delays that may result from the changes. Following commencement of construction of the PROJECT, GRANTEE shall notify GRANTOR of any additional changes to structure locations required by physical constraints not previously identified, and GRANTEE shall make reasonable efforts to minimize the changes required.

GRANTEE shall have the right to place new or additional wire or wires within the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the GROUND EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the GROUND EASEMENT PROPERTY. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

## RESTRICTIONS ON GRANTOR

In order to ensure that the structural integrity of GRANTEE's support structures is not compromised, GRANTOR shall not excavate, trench or do other subgrade work within 15 feet of the outside edge of any support structure (including any foundation) without the prior written consent of GRANTEE. In order to ensure adequate access to GRANTEE's support structures, GRANTOR shall not place any vegetation or above-ground structures within 15 feet of the outside edge of any support structure (including any foundation) without the prior written consent of GRANTEE.

In no event shall GRANTOR place or construct any temporary or permanent structure, equipment, or other object within the AERIAL EASEMENT PROPERTY if such structure, equipment, or other object would extend higher than (i) 35 feet above the current grade of all parts of the AERIAL EASEMENT PROPERTY that are outside the OVERPASS SEGMENTS or (ii) 45 feet above the OVERPASS SEGMENTS, nor shall GRANTOR change the grade of the AERIAL EASEMENT PROPERTY without the prior written consent of GRANTEE, which consent may only be withheld in the event such grade change would interfere with the safe operation of the PROJECT.

GRANTOR acknowledges that traffic barriers will be installed near each support structure outside of the GROUND EASEMENT PROPERTY for public safety purposes and the protection of the PROJECT, and GRANTOR shall not remove or modify such barriers without providing for adequate alternative safety installations.

## MISCELLANEOUS

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the AERIAL EASEMENT PROPERTY, as nearly as reasonably possible, to the condition in which the AERIAL EASEMENT PROPERTY was found immediately before construction was begun; however, GRANTOR understands and agrees that vegetation cleared from the AERIAL EASEMENT PROPERTY will not be replaced.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT. Except for the OVERPASS SEGMENTS, GRANTEE shall not be liable for damages caused by keeping the AERIAL EASEMENT PROPERTY clear of trees, structures, and obstructions that extend higher than 35 feet above the current grade of the AERIAL EASEMENT PROPERTY. For the OVERPASS SEGMENTS, GRANTEE shall not be liable for damages caused by keeping the AERIAL EASEMENT PROPERTY clear of trees, structures, and obstructions that extend higher than 45 feet above the current grade of the AERIAL EASEMENT PROPERTY. All parts of the PROJECT installed on the GROUND EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the GROUND EASEMENT PROPERTY or the AERIAL EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the GROUND EASEMENT PROPERTY and the AERIAL EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the GROUND EASEMENT PROPERTY or the AERIAL EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:  
**WILLIAMSON COUNTY**, a political subdivision of the State of Texas

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Dan A. Gatts, County Judge of Williamson County, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

LCRA Transmission Services Corporation  
c/o Lower Colorado River Authority  
P. O. Box 220  
Austin, Texas 78767-0220  
Attn: Regina Thompson