

**AGREEMENT FOR THE ACQUISITION OF REPLACEMENT ELECTRIC EASEMENTS
AND USE OF THE POWER OF EMINENT DOMAIN BY WILLIAMSON COUNTY FOR
PORTIONS OF THE PROPOSED HERO WAY/RM2243 CONSTRUCTION PROJECT**

WHEREAS, Williamson County (“County”) is and has been in the process of designing improvements to and realignment of portions of RM2243/Hero Way from east of Hwy 183A toll to east of Garey Park Road, the approximate location and alignment being shown on Exhibit “A”, attached hereto, (the “County Project”); and

WHEREAS, the Lower Colorado River Authority (“Authority”) desires to cooperate with the County to facilitate the construction of the County Project; and

WHEREAS, it is necessary to establish procedures, consent and approvals for completing acquisition of the public or private real property (“Property”) required for construction of the County Project and for replacement of the Authority’s existing electric easement rights which will necessitate the adjustment, removal, and/or relocation of certain facilities of Authority (“Relocation Project”).

NOW, THEREFORE, THE COUNTY AND AUTHORITY HEREBY AGREE AS FOLLOWS:

Section 1. The County agrees to acquire at its own expense all necessary and eligible replacement easements required by the Authority for the relocation of electric utility facilities which are as shown in the final Authority plans and approved by County for acquisition, or as otherwise identified on Exhibit “B” hereto. This Agreement specifically consents to the County’s right-of-way attorneys acquiring replacement easement Property by use of the County’s power eminent domain in its name as Condemnor, if necessary, without further action by the Authority.

Section 2. The form of the replacement easements for the Property shall be as shown in Exhibit “C” attached hereto, subject to any modifications or revisions approved by Authority. Any completed replacement easements not otherwise acquired in the name of the Authority shall be assigned by the County to the Authority within thirty (30) days following written notice of conflict and request from

the County or TxDOT to Authority to begin the Relocation Project of the facilities of Authority, or if requested by the Authority then otherwise within ninety (90) days after completion of final acquisition of all required easement Property.

Section 3. It is the intent of the County and Authority that this agreement acknowledges the County's use of its power of condemnation, if necessary, for all property interests required to complete the construction and maintenance of the County Project, the Relocation Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein, or if later surveys contain more accurate revised descriptions, then provided the revised descriptions do not necessitate any changes in design for the Relocation Project, the County is authorized to and shall have such errors corrected or revisions made at its sole costs without the necessity of obtaining a new or amended agreement consenting to the use of the power of eminent domain by the County to acquire the Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this agreement are adopted and made a part of the body of this agreement, as fully as if the same were set forth herein. This agreement is subject to the terms and shall be incorporated into and become a part of, any subsequent Standard Utility Agreement which may be entered into by the parties concerning the County Project and/or the Relocation Project.

EXECUTED TO BE EFFECTIVE this _____ day of _____,
2023.

[signature pages follow]

AUTHORITY:

LOWER COLORADO RIVER AUTHORITY

By: Mark Sumrall

Name: Mark Sumrall

Its: Authorized Agent

Date: 10/11/2023



COUNTY:

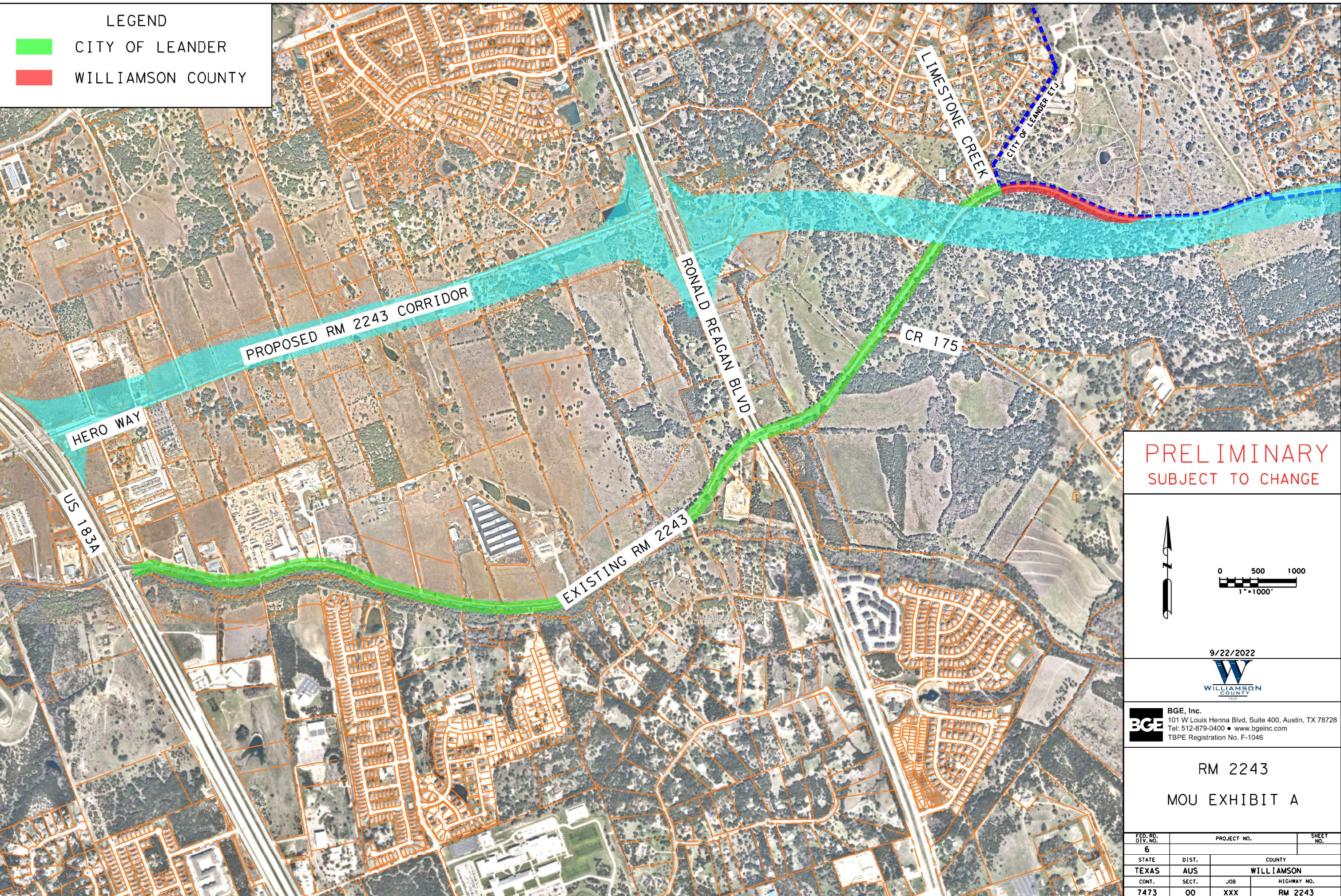
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT “A”
County Project alignment exhibit follows this page

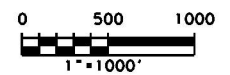
G:\TXC\Projects\County\Williamson\7473-00\RM 2243\03\CADD\02*Base\Working\Alex G\Exist 2243 Connection\2243*SimplifiedDiagram.dgn 9/22/2022 2:25:38 PM pdf*color*new.pltcfq



LEGEND

- CITY OF LEANDER
- WILLIAMSON COUNTY

PRELIMINARY
SUBJECT TO CHANGE



9/22/2022



BGE BGE, Inc.
101 W Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

RM 2243
MOU EXHIBIT A

FED. RD. DIV. NO.		PROJECT NO.		SHEET NO.
6				
STATE	DIST.	COUNTY		
TEXAS	AUS	WILLIAMSON		
CONT.	SECT.	JOB	HIGHWAY NO.	
7473	00	XXX	RM 2243	

EXHIBIT “B”

**Replacement easement Property parcel location exhibit
follows this page**

6/7/2023 2:12:10 PM \\austinserver\common\CFA\2014\0308801*Williamson*County*2013*Road*Bond\DESIGN\RM 2243\EXHIBITS\2243 LCRA Exhibit\RM-2243*UC*RP-2 - Copy.dgn

Parcel	WCAD	Owner	Acreage (acres)
301E	R461858	Roger Beasley Mazda INC	1.875
306E	R330612	FM 269 Investors LLC	1.943
307E	R395316	Florida Rock Industries	0.116
312E	R555251, R340105	James and Deborah Velchoff	0.924
314E	R555207, R031580	Emogene M. Champion Trustee of the Albert R Champion Exception Equivalent Trust	3.091
320E	R031589, R031585	Hero Way Capital LLC	1.155
324E	R318756	Stella Carter	0.138
325	R508113, R508115	Harmony Public Schools	1.790
329E	R449650	Charles Todd and Terry Lynn Hoskins	0.789
331E	R031619	Charles G and Patricia C Hoskins	0.041
332E	R555255	Brian, Charity M., Gregory and Hattie E. Olson	0.441
333E	R031352	Park at Cypress Creek LLC	0.289
334E	R555205	Jack Scott and Amy L. Bradley and Brian Gregory Holmes	0.118
335E	R555246. R555247, R031279, R031286	JNK Properties 1, LTD	6.124
400E	R505807	RB 270 Partnership	0.810
401E	R594281	QT South LLC	0.430

PARCELS 400E AND 401E ARE PRELIMINARY EASEMENT AREAS.



Texas Registration No. 274

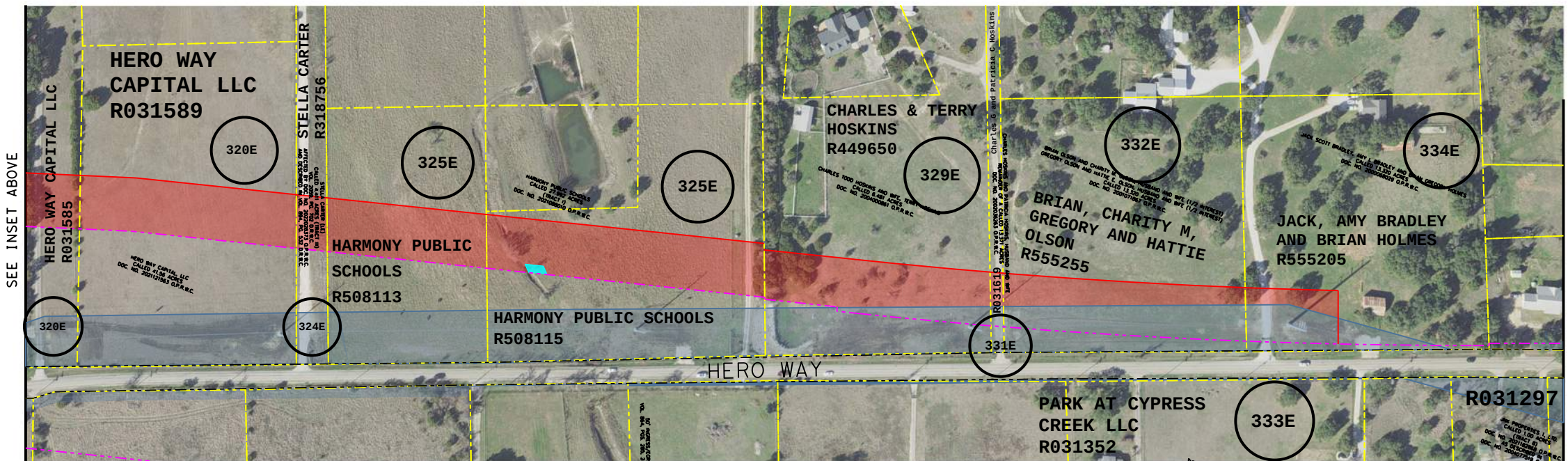
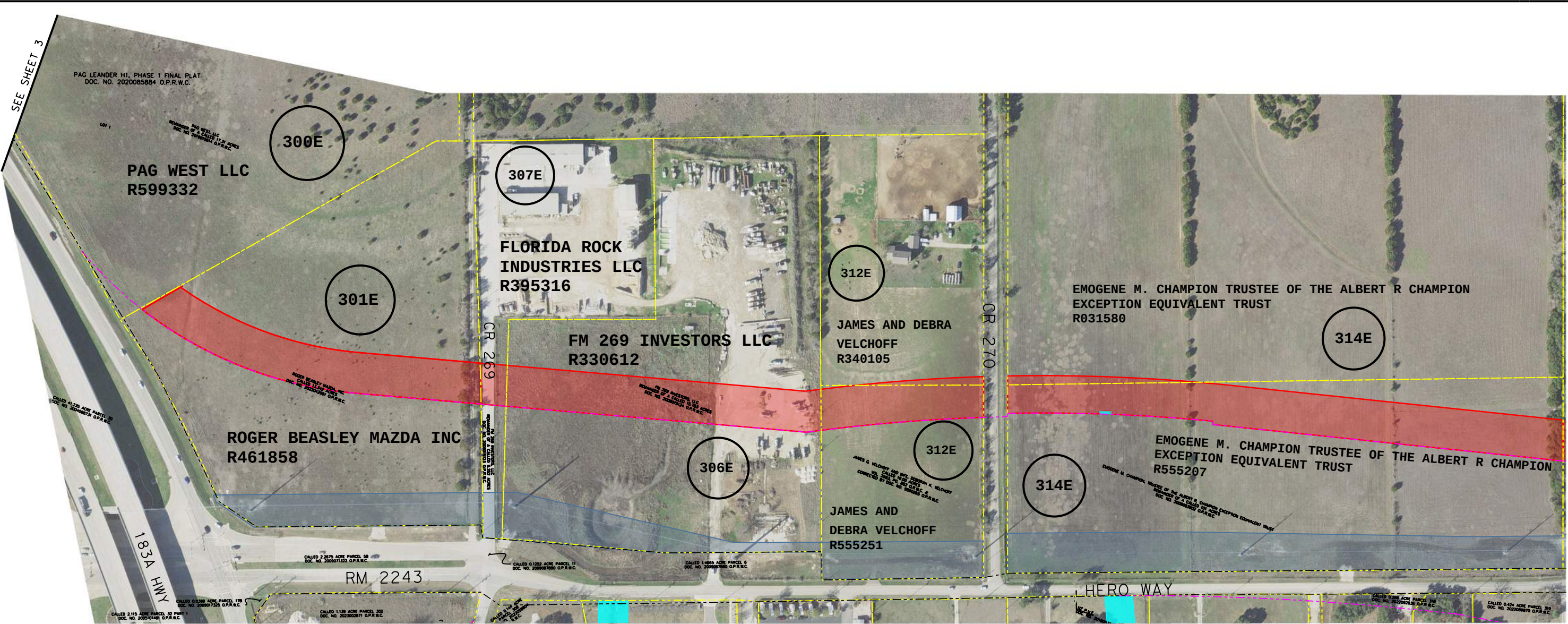
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RM 2243/HERO WAY
LCRA EASEMENT
PARCEL EXHIBIT

0125'250'
SCALE: 1"=250'

DATE: 6/7/2023

SHEET: 3 OF 3



PARCEL#

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PARCEL BOUNDARY
- PROPOSED LCRA EASEMENT
- EXISTING LCRA EASEMENT
- DRAINAGE EASEMENT

CobbFendley
Texas Registration No. 274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

**RM 2243/HERO WAY
LCRA EASEMENT
PARCEL EXHIBIT**

DATE: 6/7/2023

0 125' 250'
SCALE: 1"=250'

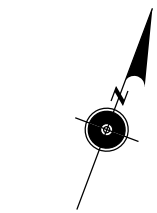
SHEET: 1 OF 3

SEE SHEET 1

SEE SHEET 1



PARCEL#



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PARCEL BOUNDARY
- PROPOSED LCRA EASEMENT
- EXISTING LCRA EASEMENT
- DRAINAGE EASEMENT

CobbFendley
Texas Registration No. 274

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RM 2243/HERO WAY
LCRA EASEMENT
PARCEL EXHIBIT



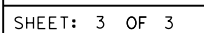
DATE: 6/7/2023

SHEET: 2 OF 3



 PROPOSED ROW
 EXISTING ROW
 PARCEL BOUNDARY
 PROPOSED LCRA EASEMENT
 EXISTING LCRA EASEMENT
 DRAINAGE EASEMENT

RM 2243/HERO WAY
LCRA EASEMENT
PARCEL EXHIBIT



PARCELS 400E AND 401E ARE PRELIMINARY EASEMENT AREAS.

EXHIBIT “C”

Replacement easement form exhibit follows this page

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: _____, 20__

GRANTOR: _____

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.

EASEMENT PROPERTY: A tract of land consisting of _ acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to 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, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the

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. The Easement, right-of-way, rights, and privileges herein granted 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. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. 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 EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably

practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the 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 EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the 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:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 20__, by _____
_____, GRANTOR.

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: _____