STANDARD UTILITY AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of ______, 20____, by and between <u>Bartlett Electric Cooperative (BEC) Power</u> (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain <u>Overhead Electric Utility Lines and Utility Poles</u>. (herein called Facilities).

WHEREAS, County desires to construct proposed <u>C. Bud Stockton Extension</u> (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Shift 2 existing Poles along FM 487.
- Shift 1 existing Pole near Jarrell High School
- Remove 4 existing Poles and relocate line South of Proposed Bud Stockton with 7 new Poles.
- Shift 2 Poles and replace 2 Anchors along CR 305.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

- 1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
- 2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
- Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 7 Poles of aerial Electric Distribution defined as Work = \$ 69,631.95

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work.

Williamson County
Form Wilco-U-35-100% County – Off System
Rev. 12/2014
Page 2 of 11

County recognizes that Utility may use one or more contractors to perform the Work.

- 4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
- County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
- 6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
- 7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
- 8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
- 9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.
- 10. County to Obtain Replacement Easements. The County agrees to acquire at its own expense all necessary and eligible replacement easements required by the Utility for the relocation of Utility facilities which are as shown in the Plans and approved by County for acquisition, or as otherwise identified on Attachment "G" hereto. This Agreement specifically allows the County's right-of-way attorneys to acquire replacement easements by eminent domain, if necessary, on behalf of the Utility. The form of the replacement easement shall be approved by the Utility prior to acquisition (or shall be otherwise as shown in Attachment "H" hereto). Any replacement easements not otherwise acquired in the name of the Utility shall be assigned by the County to the Utility upon completion of the Relocation Project.

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 3 of 11

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

- 1. Utility Agreement Wilco -U-35 100% County Off System
- 2. Plans, Specification, and Estimated Costs (Attachment "A")
- 3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
- 4. Eligibility Ratio (Attachment "C")
- 5. Betterment Calculation and Estimates (Attachment "D")
- 6. Proof of Property Interest ROW-U-1A (Attachment "E")
- 7. Wilco-U-80A Joint Use Agreement (Attachment "F")
- 8. Eligible Replacement Easement Identification Exhibit (Attachment "G")
- 9. Eligible Replacement Easement Form (Attachment "H")

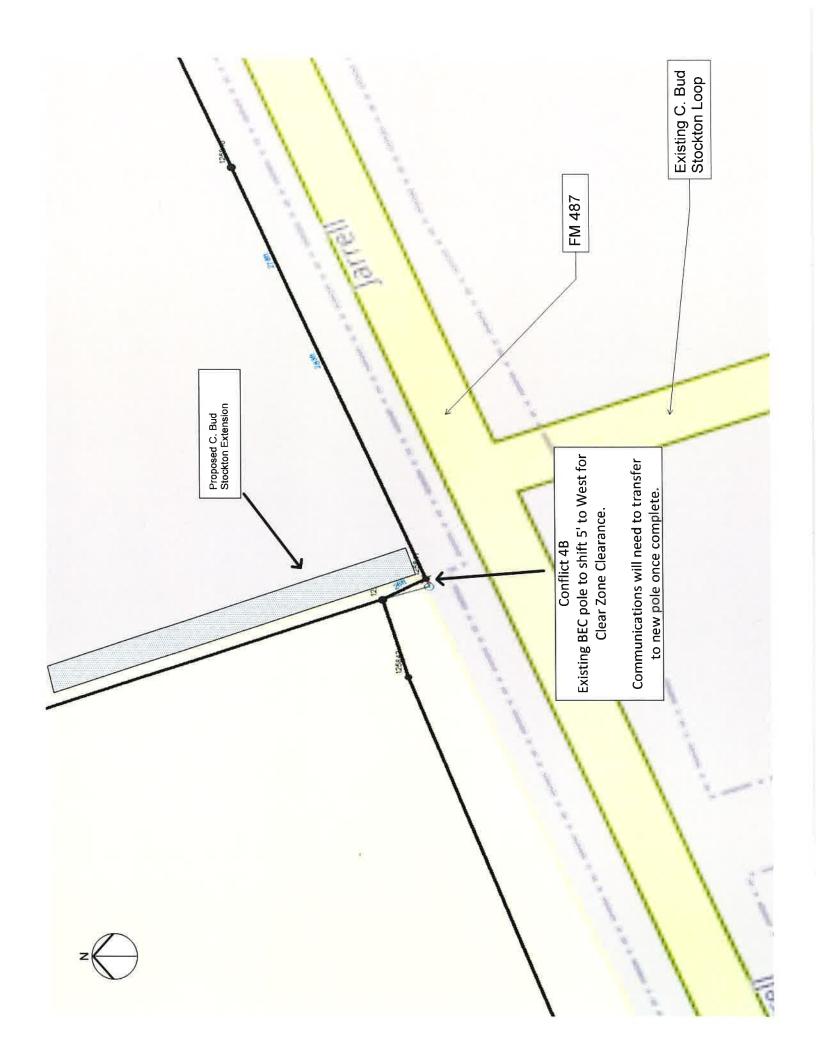
IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

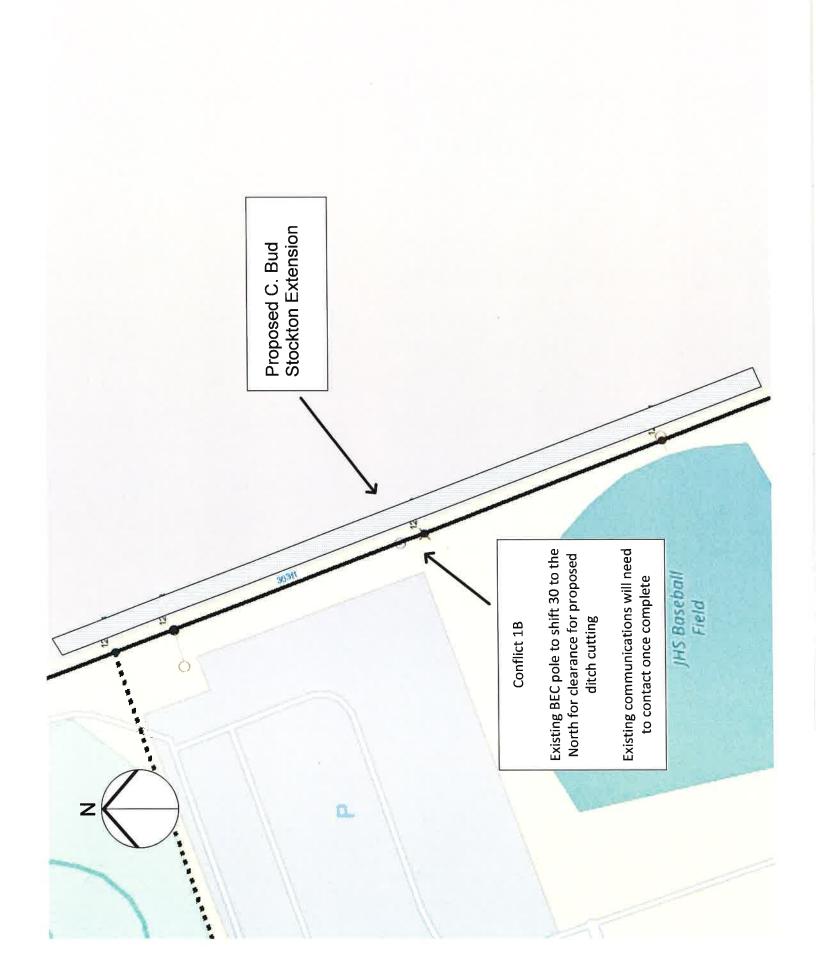
UTILITY	(AMSON COUNTY	
Utility:	Bartlett Electric Cooperative (BEC) Power		Bill Gravell Bill Gravell (May 11, 2023 08:39 CDT)	
	Name of Utility		Authorized Signature	
Ву:	3-11		Bill Gravell	
	Authorized Signature		Print or Type Name	
	Bryan Lightfoot	Title:	County Judge	
	Print or Type Name			
Title:	GM/CEO	Date:	May 11, 2023	
	/ /			
Date:	2/15/23			

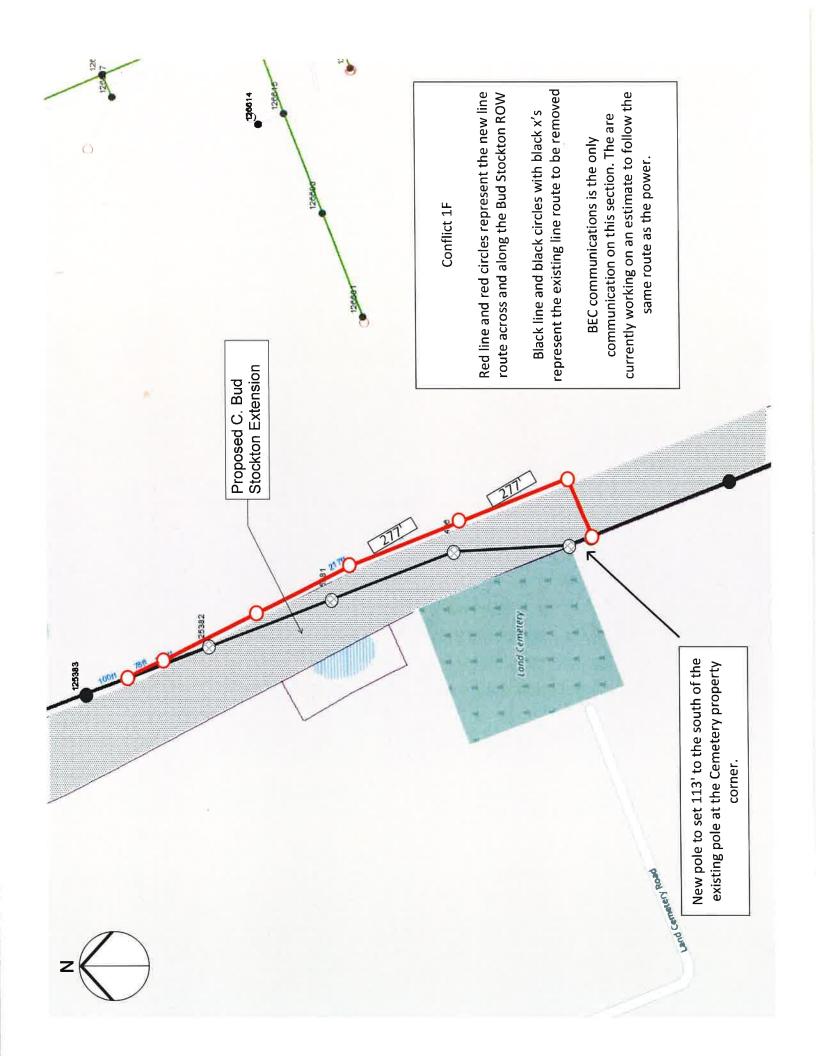
Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 4 of 11

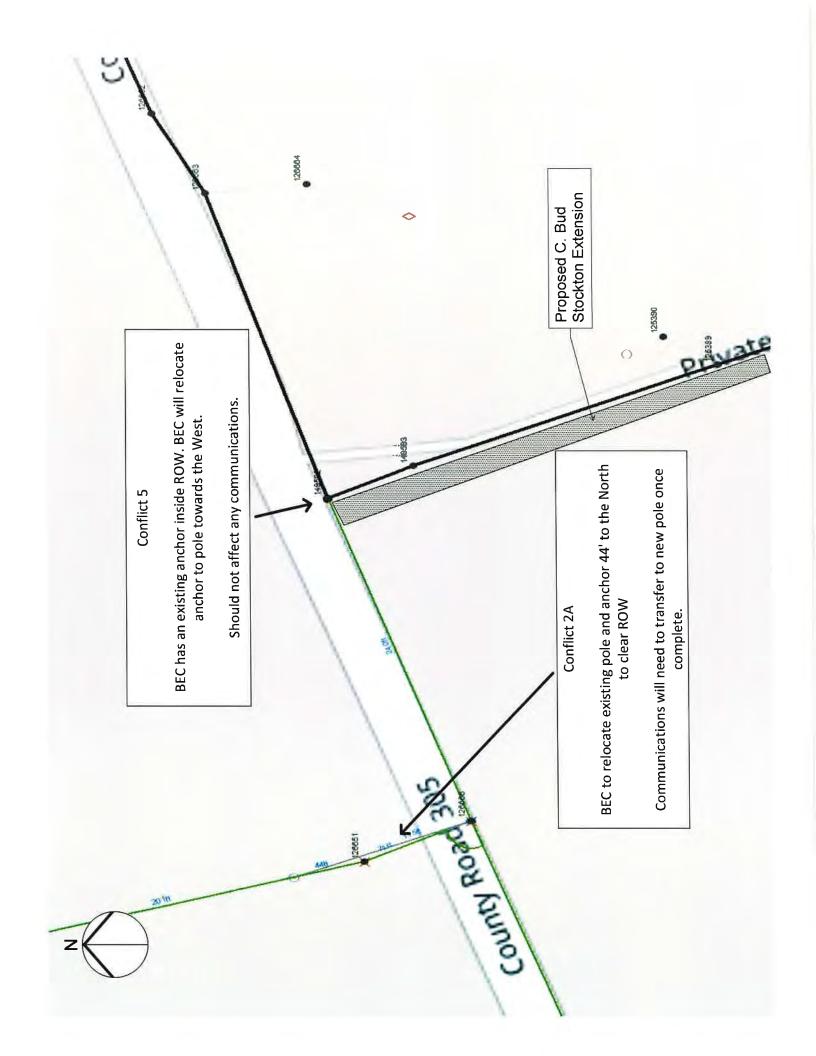
Attachment A

Plans, Specifications, and Estimated Costs









BARTLETT ELECTRIC COOPERATIVE

Rev 1/3/2023

<u>SINGLE PHASE OVERHEAD</u> - ESTIMATED LINE EXTENSION COSTS NON-REFUNDABLE

NOTE: Make entries in YELLOW shaded cells only.

Data 1116/2023	Applicant/Williamson County	V40 # 2022777
Address of job FN: 48	7 and 3ud Stockion-Jame I	Man Location ≠
Line Design Technic	an Grad 3	

S 67.975.95	ESTIMATE FROM MapWise Cost Estimate from MapWise		\$87,975.95
9 51.579.85	Cost Estimate for replacing a transformer		\$0.00
	METERING TEC QUOTE REQUIRED	40.00	en 00
	1PH C.T. Res/Commercial	\$0.00 ea.	\$0.00
ea	1PH Primary Metering	\$0.00 ea.	\$0.00
	OVERHEAD TRANSFORMERS		
0.7	15 KVA 120/240 14.4	\$1,012.52 ea.	\$0.00
ea ea	25 KVA 120/240 14.4	\$1,151.80 ea.	\$0.00
ea.	37.5 KVA 120/240 14.4	\$1,458.98 ea.	\$0.00
ea	50 KVA 120/240 14.4	\$1,736.77 ea.	\$0.00
ea.	75 KVA 120/240 14.4	\$3,060,00 ea.	\$0.00
ea.	100 KVA 120/240 14.4	\$2,889,42 as,	\$0.00
ea	15 KVA 120/240 DV	\$1,134.33 ea.	\$0.00
ea.	25 KVA 120/240 DV	\$1,347.58 ea.	\$0.00
ea.	37.5 KVA 120/240 DV	\$1,582.23 ea.	\$0.00
ea,	50 KVA 120/240 DV	\$1,801.87 ea.	\$0,00
ea.	75 KVA 120/240 DV	\$1,995.85 ca.	\$0.00
ea	100 KVA 120/240 DV	\$2,889.42 ea.	\$0.00
	ROCK DIGGING CHARGES		
138 ft.	Rock Digging Adder for Pole Holes or Anchor Holes	\$12.00 /ft.	\$1,656.00
ea	Sweep Installation in UJB, Matar Pedestal, or Transformer	\$200.00 ea	\$0.00
	TRAFFIC CONTROL		
	Typical traffic control set up (\$1,000.00)		\$0.00
	(More complex jobs may require more traffic control and will be bid of	n an as needed basis)	-

ESTIMATED EXTENSION COST

\$89,631.95

NON-REFUNDABLE

SUBTOTAL 107.25 \$89,631.95

TAXES

County, City, State Taxes

			County, City, State Taxes	
Location			Enter 1 for each applicable tax	Account
Bartlett - B	الم		Elitar I lot arcii abblicable rax	Account
Code 1	State	0 0625		236.50 \$0.00
Code i	City	0.015		236.60 \$0.00
	County	0.005		236.70 50.00
	County	0.000		200.10
Bartlett - V	Villiamson			
Code ?	State	0.0625		236 50 \$0.00
	City	0.015		236.60 \$0.00
				>
Harker Ht	s - Bell			
Code 2	State	0.0625		236.50\$0.00
	City	0.015		236.64\$0.00
	County	0.005		236 70 \$0.00
Killeen - E	iell			
Code 10	State	0.0625		236.50 \$0.00
	City	0,015		236.65 \$0.00
	County	0.005		236,70 \$0.00
Bell Coun	•	0.0005		226 50 80 00
Code 5	State	0.0625		236.50 \$0.00 236.70 \$0.00
	County	0.005		236.70 \$0.00
lacenti 16	616			
Code 3	/illiamson	0.0625		236.50 \$0.00
Code 3	State	0.0200		236.62 \$0.00
	City	0.0200		250.52
Weir - Wi	lliameon			
Code 4	State	0.0625		236.50 \$0.00
	City	0.010		236.61 \$0.00
	O.L.	0.0.0		
Williamso	on County			
Code 6	State	0.0625		236.50\$0.00
Milam Co	ounty			
Code 6	State	0.0625		236.50\$0.00
	County	0.005		236.71 \$0.00
	- Milam Coun	-		236.50 \$0,00
Code 6	State	0.0625		236.50 \$0.00 236,71 \$0.00
	County City	0.005 0.010		236.60 \$0.00
	City	0.010		200.00
Mileno -	Milam County			
Code 6	State	0.0625		236.50 \$0.00
5525 5	County	0.005		236.71 \$0.00
	City	0.010		236.60 \$0.00
Burlesor	County			
Code 7	State	0.0625		236.50\$0.00
	County	0.005		236.72 \$0.00
Lee Cou	nty			0.0540.450
Code 7	State	0.0625		236.50
	County	0.005		236.70\$0.00
			Special Tax Districts	
	Public Library	0.005		236.63
	. ESD#5	0.020		238.77 \$0.00
	e Municipal	0.005		236.76 \$0.00
	Municipal	0.0025		236.76 \$0.00
	Municipal			
(Will. C		0,005		238.79\$0.00
	Whe	en adding s	pecial taxes totals can not exceed .0825 (8	.25%)

01/10/2023 07:54:21 AM	Workorder	Page: 1
	Estimate Summary	

Work Order:2022777Open Date:12/06/2022Revision:Staked By:BRAD D BROUSSARDDesc:Revoute line for new roadRel By:Type:System ImprovementRel Date:

Service Location: 0 Customer: Bud Stockton Reroute

Project: Map Location:

\$246.59 \$219.28 \$467.89 \$4,105.15 \$570.28 \$84.41 \$1,727.76 \$4,008.67 \$1,135.53 \$2,786.36 \$1,841.21 \$2,224.81 Total Cost \$72.17 \$96.22 \$914.76 \$914.76 \$187.57 \$41.42 \$620.02 \$534.73 \$1,985.13 \$218.36 \$884.27 Cost Overhead \$1,295.81 Labor \$198.51 \$831.60 \$170.52 \$1,178.01 \$65.61 \$87.47 \$1,804.66 \$486.12 \$803.88 \$563.66 \$831.60 \$37.65 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Material Cost Overhead \$35.59 \$5.34 \$544.09 \$51.02 \$1,534.84 \$108.80 \$114.68 \$315.36 \$153.06 \$478.45 \$1,040.00 \$212.19 65.6136 831.6 831.6 Hours 1178.012 87.4692 803.88 170.52 Total 486.12 37.65 563.6553 1804.66 198.51 0.3265 0.6309 0.3738 121.53 164.06 66.17 103.95 103.95 42.63 37.65 89.32 0.4407 Labor Hrs 3608 104 234 6 Group COLD COLD COLD COLD COLD Rate HOT HOT HOT HOT HOT HOT HOT POLE PROTECTION ASSY-PLATE TYPE SINGLE DOWN GUY IID-Deadend Arm SINGLE DOWN GUY HD-Deadend Arm SINGLE DOWN GUY-HD-THRU BOLT SINGLE DOWN GUY-HD-THRU BOLT GROUND ASSEMBLY - ROD TYPE EXPANDING TYPE ANCHOR-10 EXPANDING TYPE ANCHOR-20 Fran Type:Construction CONDUCTOR, 1/0ACSR 6/1 CONDUCTOR, 1/0ACSR 6/1 CONDUCTOR, 4 ACSR 7/1 Design Codes: Misc: 45FT Design Codes: Pole: CL3 Design Codes: Pole: CL3 CONDUCTOR, 336AAC Assembly Unit Status: Open Description /0ACSR 1/0ACSR 336AAC E1.5DA 4ACSR E1.5DA

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01/10/2023 07:54:21 AM	Workorder	1:543
	Estimate Summary	

Open Date: 12/06/2022
Staked By: BRAD D BROUSSARD
Rel By:
Rel Date: Revision:
Desc: Reroute line for new road
Type: System Improvement
Status: Open Work Order: 2022777

Project:
Map Location:
Service Location: 0
Customer: Bud Stockton Reroute

	Dote	Oto)	Total	Material	rial	Labor	OF	
Assembly Unit	Group	Labor Hrs	Hours		Overhead	Cost	Overhead	Total Cost
P2.1	COLD	4 27.89	111 56	\$149.17	\$0.00	\$111.56	\$122.72	\$383.44
POLE PROTECTION ASSY-PLAIE 17 PE		0:11						
Design Codes: Misc. 40F1 P2.1	HOT	2				675 30	487.83	\$732.71
POLE PROTECTION ASSY-PLATE TYPE		37.65	2.5/	\$74.38	90.00	00.014		
Design Codes: Misc 45FT	0.102	4						
P45	COFF	183.27	733.08	\$3,360.28	\$0.00	\$733.08	\$806.39	\$4,899.75
FOLE, 451 1								
Design Codes: Pole: CL3	HOT	7					000	60 517 40
F 45 P.O.L.E. 45 F.T.		247.41	1731.87	\$5,880.49	\$0.00	\$1,731.87	\$1,905.06	24.710,64
Design Codes: Pole: CL3		•						
VA1.01	HOT	2	0			480 22	408 14	\$246.01
MISCELLANEOUS - SINGLE SUPPORT - 14 4KV		44.61	89.22	\$28.62	00.04	77.600	1.00	
Design Codes; Pole; CL3 Wire: 1/0	E	٥						
VAI.011	HOI	10.42	155 44	825508	80.00	\$155.44	\$170.98	\$581.50
SINGLE SUPPORT-MISCELLANEOUS		17,47))	· ·		
Design Codes: Wire: 1/0	E	¥						
VA5.3	- OH	165.78	004 68	6000	\$0.00	\$994.68	\$1,094.15	\$2,298.75
SINGLE DEADEND		0/1001		1		•		
Design Codes: Wire: 1/0	£	c						
VA5.4	ЮH	1110	CCP	\$103.87	\$0.00	\$422.00	\$464.20	\$990.07
SINGLE DEADEND		117	77))			
Design Codes; Pole; CL3 Wire; 4ACS	E C	r						
VA5.4	HOI	4		¢102 87	\$0.00	\$422.00	\$464.20	\$990.07
SINGLE DEADEND		711	477		20.00	7) 	
Design Codes: Pole: CL3 Wire: 1/0		1=						
VA6.2	HOL	1 1 1 1 1		¢104.28	\$0.00	\$166.55	\$183.21	\$454.03
DOUBLE DEADEND(FEED THROUGH)		100.33	100.00		9))	·	
Design Codes: Pole: CL3 Wire: 1/0								

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01/10/2023 07:54:21 AM	Workorder	Page:3
	Estimate Summary	
Work Onder: 202777	Onen Date: 12/06/2022 Project:	

Staked By: BRAD D BROUSSARD Rel By:
Rel Date: Work Order: 2022777
Revision:
Desc: Reroute line for new road
Type: System Improvement
Status: Open

Map Location:
Service Location: 0
Customer: Bud Stockton Reroute

	Rate	0	Otv/	Total	Material	rial	Labor	or	
Assembly Unit	Group	, 1	Labor Hrs	Hours	Cost	Overhead	Cost	Overhead	Total Cost
VCI.11 SINGLE SUPPORT ON CROSSARM(TANGENT)	HOT		110.75	110.75	\$238.38	\$0.00	\$110.75	\$121.83	\$470.95
Design Codes: Pole: CL3 Wire: 1/0 VC1.11 SINGLE SUPPORT ON CROSSARM(TANGENT)	COLD	2	82.04	164.08	\$476.75	\$0.00	\$164.08	\$180.49	\$821.32
Dosign Codes: Pole: CL3 Wire: 1/0 VC2.52 DOUBLE SUPPORT ON 10 FT ARMS	COLD	-	128.21	128.21	\$501.60	\$0.00	\$128.21	\$141.03	\$770.84
Dusign Codes: Pole: CL3 Wire: 1/0 VC5.71L SINGLE DEADEND ON HUGHES ARMS	COLD	2	232.79	465.58	\$706.56	\$0.00	\$465.58	\$512.14	\$1,684.28
Design Codes: Pole: CL3 Wire: 1/0 VC5.71L SINGLE DEADEND ON HUGHES ARMS	HOT	9	314.26	1885.5601	\$2,119.69	\$0.00	\$1,885.56	\$2,074.12	\$6,079.36
Dasign Codes: Pole: CL3 Wire: 1/0 VC5.71L SINGLE DEADEND ON HUGHES ARMS	НОТ	-	314.26	314.26	\$402.28	\$0.00	\$314.26	\$345.69	\$1,062.22
Dusign Codes: Pole: CL3 Wire: 336 VP1,3OP THREE PHASE ARRESTER OFF THE POLE	HOT	2	267.67	535.34	\$460.82	\$0.00	\$535.34	\$588.87	\$1,585.03
Design Codes: Wire: 1/0 VR.1.2 OIL CIRCUIT RCL W/BY-PASS & SWITCHES	НОТ		315.25	315.25	\$852.42	\$0.00	\$315.25	\$346.78	\$1,514.45
Design Codes: Pole: CL3 Wire: 1/0 VY3.3 THREE PHASE CAPACITOR BANK	НОТ	-	862.12	862.12	\$1,226.46	\$0.00	\$862.12	\$948.33	\$3,036.91
Design Codes: Pole CL3 Wire: 1/0			,,	16742.1401 521,878.57	521,878.57	80.00	\$0.00 \$16,742.14	\$18,416.35	\$57,037.06

Total For Construction Assembly Units:

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01/10/2023 07:54:21 AM	Workorder Estimate Summary	Page:4
Work Order: 2022777 Revision: Desc: Reroute line for new road Type: System Improvement Status: Open	Open Date: 12/06/2022 Staked By: BRAD D BROUSSARD Rel By: Rel Date:	Project: Map Location: Service Location: 0 Customer: Bud Stockton Reroute

Tran Type:Retirement			[-		
Assembly Unit	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost Ov	Overhead	Cost O	Cost Overhead	Total Cost
1/0ACSR		546		6	00.00	\$0.00	\$0 00	00 03
CONDUCTOR, 1/0ACSR 6/1		0	0	\$0.00	90.00	20.00	2	2
1/0ACSR	COLD	2733	4006	000	00 03	\$624.49	\$686 94	\$1.311.43
CONDUCTOR, 1/0ACSR 6/1		0.2283	024.4903	90.00	20.00	1107	· · · · · · · · · · · · · · · · · · ·	
336AAC		104	c	000	00 03	\$0 00	\$0.00	\$0.00
CONDUCTOR, 336AAC		0	>	\$0.00))))))	
4ACSR		781	c	00 03	00 03	\$0.00	\$0.00	80.00
CONDUCTOR, 4 ACSR 7/1		0	>	\$0.00	20.0	÷))	
4ACSR	COLD	911	0137	0000	00 03	\$176.55	\$194.21	\$370.76
CONDUCTOR, 4 ACSR 7/1		0.1938	1/6.5518	⊅ 0.00	00.0⊄	0.0719		
4ACSR	HOT	578	,	6	Ç	0.1510	6166 32	\$31753
CONDUCTOR, 4 ACSR 7/1		0.2616	151.2048	\$0.00	00.00	07.1014	\$100.33	CC: / I C&
E1.1	COLD	2	•	000	00 00	00 0013	\$209.00	8399 00
SINGLE DOWN GUYTHROUGH BOLT TYPE		38	06	\$0.00	00.0¢	4190,00	***************************************	
E1.5	HOT	2	97 000	6	000	\$3000	\$25265	\$487 33
SINGLE DOWN GUY HD-Single 3/4 Bolt		114.84	279.68	\$0.00	90.00	4227.00		
E1.5	HOT	7	97000	00 03	00 03	8229 68	\$75765	\$482.33
SINGLE DOWN GUY HD-Single 3/4 Bolt		114.84	90.677	0.00 €	20.02	00.		1
Design Codes: Pole: CL3		-						
F1.10			C	80 00	\$0.00	\$0.00	\$0.00	\$0.00
EXPANDING TYPE ANCHOR-10		,	>	•)))			
F1.20	COLD	7	145 54	\$0.00	00 08	\$145.54	\$160.09	\$305.63
EXPANDING TYPE ANCHOR-20		17.71	143.34	0.00	>			
F1.20		0	c	80.00	\$0.00	\$0.00	\$0.00	\$0,00
EXPANDING TYPE ANCHOR-20		-	>)))				
F1.8 EXPANDING TYPE ANCHOR	COLD	68.72	68.72	\$0.00	\$0.00	\$68.72	\$75.59	\$144.31

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01/10/2023 07:54:21 AM		Workorder						Page:5
	Est	Estimate Summary	ý					
Work Order: 2022777 Revision: Desc: Reroute line for new road Type: System Improvement Status: Open	Open Date: 12/06/2022 Staked By: BRAD D BROUSSARD Rel By: Rel Date:	2022 D BROUSSARD		Project: Map Loo Service I Custome	Project: Map Location: Service Location: 0 Customer: Bud Stoc	Project: Map Location: Service Location: 0 Customer: Bud Stockton Reroute	<u>o</u>	
Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost Ov	Overhead	Labor Cost O	or Overhead	Total Cost
HI.1 GROUND ASSEMBLY - ROD TYPE	HOT	29.84	29.84	\$0.00	\$0.00	\$29.84	\$32.82	\$62.66
Design Codes: Mise: 40FT H1.1 GROUND ASSEMBLY - ROD TYPE	НОТ	29.84	29.84	\$0.00	\$0.00	\$29.84	\$32.82	\$62.66
P2.1 POLE PROTECTION ASSY-PLATE TYPE	COLD	3 19.52	58.56	\$0.00	\$0.00	\$58.56	\$64.42	\$122.98
P2.1 POLE PROTECTION ASSY-PLATE TYPE	НОТ	1 26.35	26.35	\$0.00	\$0.00	\$26.35	\$28.99	\$55.34
P2.1 POLE PROTECTION ASSY-PLATE TYPE	COLD	2 19.52	39.04	\$0.00	\$0.00	\$39.04	\$42.94	\$81.98
Design Codes: Misc: 40FT P35	COLD	1 135.54	135.54	\$0.00	\$0.00	\$135.54	\$149.09	\$284.63
FOLE, 331 1 P40 P91 E 40FT	НОТ	2 209.13	418.26	\$0.00	\$0.00	\$418.26	\$460.09	\$878.35
P40	COLD	4 145.23	580.92	\$0.00	\$0.00	\$580.92	\$639.01	\$1,219.93
P45	НОТ	1 173.19	173.19	\$0.00	\$0.00	\$173.19	\$190.51	\$363.70
VA1.011 SINGLE SUPPORT-MISCELLANFOUS	нот	2 13.6	27.2	\$0.00	\$0.00	\$27.20	\$29.92	\$57.12
VA5.1 SINGLE DEADEND	нот	1 105.04	105.04	\$0.00	\$0.00	\$105.04	\$115.54	\$220.58
Design Codes: Pole: CL4 Wire: 4ACS VA6.1 DOUBLE DEADEND (STRAIGHT)	НОТ	199.64	99.64	\$0.00	\$0.00	\$99.64	\$109.60	\$209.24
Design Codes: Pole: CL4 Wire: 4ACS VA6.2	COLD	~						

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estimate-2022777.pdf

01/10/2023 07:54:21 AM	Workorder Estimate Summary	r mary					Page:6
Work Order: 2022777 Revision: Desc: Reroute line for new road Type: System Improvement Status: Open	Open Date: 12/06/2022 Staked By: BRAD D BROUSSARD Rel By: Rel Date:		Project: Map Location: Service Locatio Customer: Buc	Project: Map Location: Service Location: 0 Customer: Bud Stoc	Project: Map Location: Service Location: 0 Customer: Bud Stockton Reroute	at at	
Assembly Unit	Rate Qty/ Groun Labor Hrs	Total T	Material Cost Ov	Overhead	Labor Cost O	Labor Cost Overhead	Total Cost
DOUBLE DEADEND(FEED THROUGH)			\$0.00	\$0.00	\$86.36	\$95.00	\$181.36
VC1.11 SINGLE SUPPORT ON CROSSARM(TANGENT)	COLD 2 57.43	43 114.86	\$0.00	\$0,00	\$114.86	\$126.35	\$241.21
Design Codes: Pole: CL4 Wire: 1/0 VC1.11 SINGLE SUPPORT ON CROSSARM(TANGENT)	HOT 1 77.53	53 77.53	\$0.00	\$0.00	\$77.53	\$85.28	\$162.81
Design Codes: Pole: CL4 Wire: 1/0 VC2.21	COLD 2 75.89	89 151.78	\$0.00	\$0.00	\$151.78	\$166.96	\$318.74
VC5.21 SINGLE DEADEND ON ARMS	HOT 1 160.83	83 160.83	\$0.00	\$0.00	\$160.83	\$176.91	\$337.74
VC5.71L SINGLE DEADEND ON HUGHES ARMS	HOT 1 219.98	98 219.98	\$0.00	\$0.00	\$219.98	\$241.98	\$461.96
Design Codes: Pole: CL3 Wire: 336 VR I.2 OIL CIRCUIT RCL W/BY-PASS & SWITCHES	HOT 1 254.88	88 254.88	\$0.00	\$0.00	\$254.88	\$280.37	\$535.25
Design Codes: Pole: CL4 Wire: 4ACS VY3.3 THREE PHASE CAPACITOR BANK	HOT 1 603.49	49 603.49	\$0.00	\$0.00	\$603.49	\$663.84	\$1,267.33
Total For Retirement Assembly Units:		5208.997	\$0.00	\$0.00	\$5,209.00 \$5,729.90	\$5,729.90	\$10,938.89

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01/10/2023 07:54:21 AM	Estii	Workorder Estimate Summary	>			Page:7
Work Order: 2022777 Revision: Desc: Reroute line for new road Type: System Improvement Status: Open	Open Date: 12/06/2022 Staked By: BRAD D BROUSSARD Rel By: Rel Date:) BROUSSARD		Project: Map Location: Service Location: 0 Customer: Bud Stockton Reroute	n Reroute	
Additional Costs: Type Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost Overhead	Labor Cost Overhead	Total Cost
Total For Additional Costs:		,				80.00
Total For Work Order 2022777:		21	21951.1372 \$21,878.57		\$0.00 \$21,951.14 \$24,146.25	\$67,975.95

Williamson County Form Wilco-U-35-100% County – Off System

Rev. 12/2014 Page 5 of 11

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 03/01/2023

Estimated Completion Date: 03/31/2023

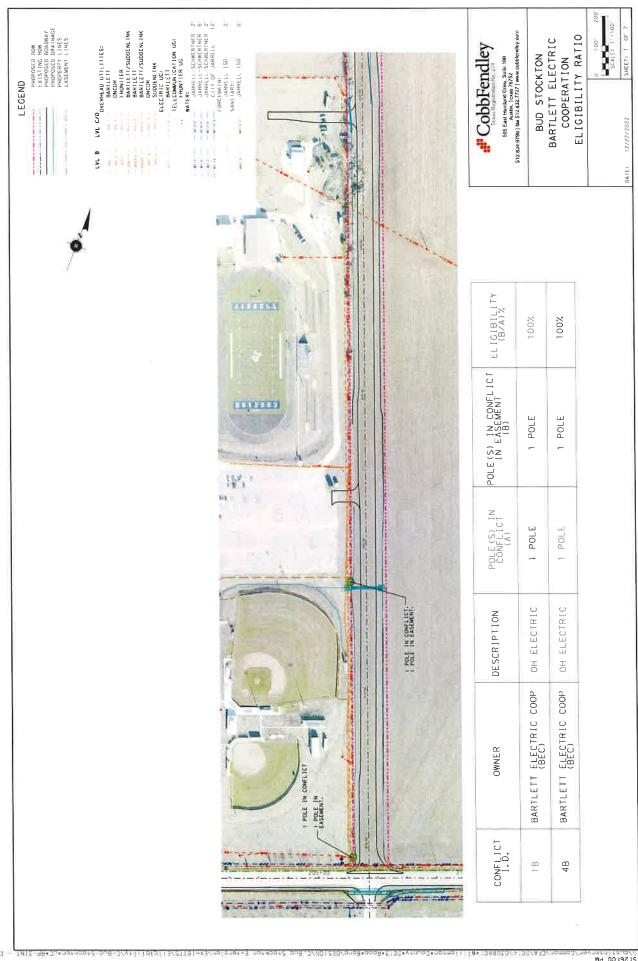
Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 6 of 11

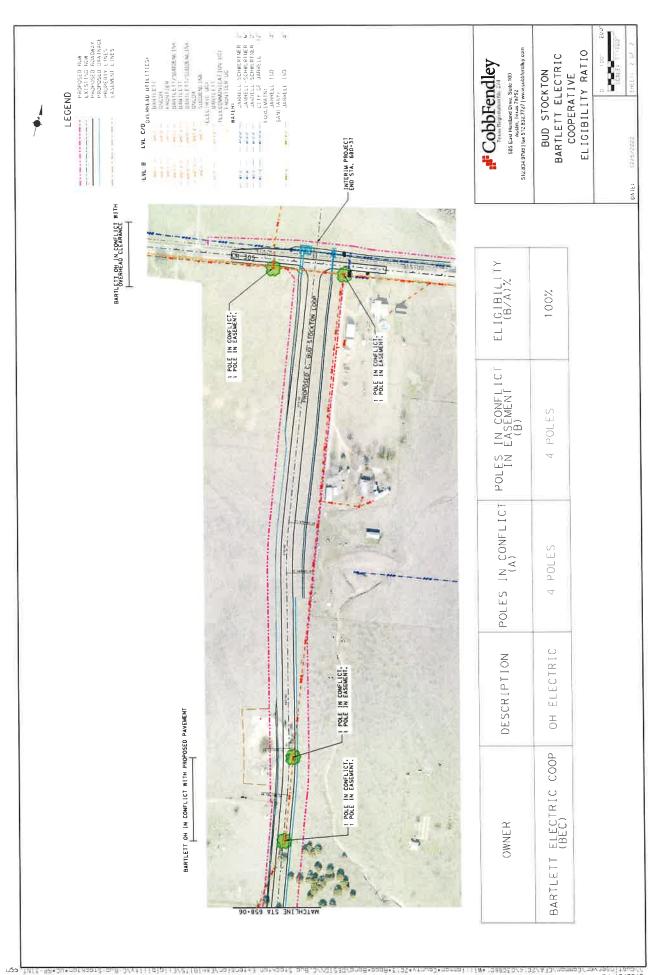
Attachment C

Eligibility Ratio

On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "E" for proof of property interest, which is established at 100% eligible.

■ Eligibility Ratio Calculation attached: 100%

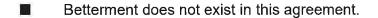




Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 7 of 11

Attachment D

Betterment Calculation and Estimates



☐ Betterment Calculation attached.

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 8 of 11

Attachment E

Proof of Property Interest



R.	IGHT OF WAY MASEMENT	
one or more, for a valuable of a cooperative corporation, cost office address is Barber to enter upon the county of cribed as follows: a transcated mile direction from the Town Quand owned by the cocupancy of the line or system, and to license occupancy of the line or phone purposes; and to cushrubbery to the extent n line or system and to cut dead, weak, leaning or dawires in falling.	grant unto bartlets the (hereinafter called the rtlett, Texas, and to its he lands of the undersign State of Texas ct of approximately s in an f. , and bounded on the hounded on the and bounded on the and to construct nds and/or in or upon all an electric transmission permit or otherwise ag: system by any other perso t and trim or otherwise hecessary to keep them cle cor otherwise dispose of higher transmission here the cor otherwise dispose of higher transmission here the cor otherwise dispose of higher transmission here the cor otherwise dispose of	ctric Cooperative, Inc., "Cooperative"), whose successors and assigns, ed, situated in the and particularly des- acres of land, bounded on the north by east by land owned by south by land owned by the west by land owned to, operate and maintain streets, roads or high- n or distribution line ree to the joint use or on, association or tele- dispose of trees and ear of said electric from time to time all all enough to strike the
including any main service described lands at the Co the Cooperative, removabl mination of service to or	e at the option of the C r upon said lands.	stalled on the 450ve I remain the property of cooperative, upon ter- where of the above des- ar of encumbrances and
IN WITNESS WHEREOF, this the <u>30</u> day of	the undersigned have set	their hands and seals A.D., 19
Witnesses: Srinda Low	8	
The State of Texas, 0		

County of

known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and, after being by me duly sworn, stated on oath that he saw for the foregoing instrument, subscribe the grantor, or person who executed the foregoing instrument, subscribe the same and that he had signed the same as a witness at the request of the grantor. Given under my hand and the seal of office this the 37th day of A.D., 19 23.

Notary Public, Milliams County, Texas.

Before me, the undersigned authority, on this day personally appeared Dunda Low

VOL 1737 PAGE 898

Map Reference 57-09-23-43

work order # 10088172 Robert J. Hunt

ELECTRIC UTILITY EASEMENT

AND COVENANT OF ACCESS 38834



STATE OF TEXAS . 1) AMSON COLVET COUNTY OF

KNOW ALL MEN BY THESE PRESENTS: Robert J Hunt Print or Type Name(s)

That the undersigned, hereinafter called "Grantor" (whether one or more) for good and valuable consideration including the approval and execution of an Electric Service Agreement by Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative"), does hereby covenant access to and grant, sell, and convey unto the Cooperative an easement and right-of-way upon and across the following described property of grantor: (Furnish legal description from Deed Records).

1,785.5 acres, more or less, out of A. Ingram Survey Abstract No. 333, N. Moore Survey, AbstractNo. 410 and

I. Davis Survey, Abstract No. 172 in Williamson County,

Texas and being the same land as described as Eighteen Tracts in

Deed dated June 15, 1959 from T. E. McRea et ux to Robert J. Hunt, recorded in Volume 431, Page 376, Deed Records of Williamson Co.,Tx.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be 60 feet, one-half (2) of such distance on either side of Cooperative's lines, poles, or other facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of 70 feet above the ground.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to contract and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or chemically treat trees or shrubbery with herbicides.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

WITNESS	his	HAND	, this _18_	day of Ocobter	
A.D., 19 88	· ·		RATI.	KA	
E STATE OF TEX					

TH CO

BEFORE ME, the undersigned authority, on this day personally appeared Robert J Hunt , known to me to be the person whose name is subscribed , known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day_of

> LOUISE YOWS History 2, 546, State of Texas By Laurente, are Express 12-11-89.

Notary Public in and for the State of Texas Louise Yows

My Commission Expires: 12-11-89

Printed or Stamped Name of Notary

			Jarrell ISD
Map Ref.	57-09-43-60	ELECTRIC UTILITY EASEMENT	# V
WO #	10098102	COVENANT OF ACCESS	
10	STATE OF TEXAS	Q Q	KNOW ALL MEN BY THESE PRESENTS
7 3 3	COUNTY OF MILLION	$\frac{(m)(n)}{(n)}$	3
2	plicable, the approva Electric Cooperative,	l and execution of an Electr Inc. (hereinafter called the acknowledged, does hereby of	, hereinafter called "Grantor" ideration including, when ap- ic Service Agreement by Bartlett e "Cooperative"), the sufficien- convenant access to grant, and
348	lessing described prop	rative an easement and right erty of Grantor: Being 74.8 ed Records of Williamson Cou	-of-way upon and across the fol- 4 acres and 99.84 acres of ntv. Texas.
19993348	The right-of-way clude the right of in shall be used for the and/or others (overhe erating, removing, recilities or equipment ing to the provision	, easement, rights and privi gress and egress over, acros purposes of providing elect ad or underground), includin locating electric lines, tra as well as reading any met	leges herein granted shall in- is and upon said property and cric utility service to Grantor ing placing, constructing, op- insmission or distribution fa- ier or performing any act relat- operative is specially granted
	distance on either si ed on Grantor's herei tive's poles, guy win are not located in the ment width shall incl	de of Cooperative's lines, a nbefore described property. es, anchor structures or oth he mid-point of the easement.	20) feet, one-half $(\frac{1}{2})$ of such as they are or will be construct- In instances where the Cooperaner facilities (other than lines), then in such instances the ease eet from and around any such pole
	the land, and shall is signs. Grantor repre-	nure to the benefit of the (esents that he is the owner of tf, his heirs, assigns and lo ne easement and rights descr	ranted shall be appurtenant to Cooperative's successors and as- of the above-described tract of egal representatives to warrant ibed herein to the Cooperative,
	the surface of the he	reinafter described property	o use so much of the remainder of y of Grantor as may be reasonably ve the facilities that may at any ied.
	etructions to cut a	nd trim or to chemically tre	ar the right-of-way of all ob- at trees or shrubbery within the perative's facilities so as to
	or other facilities the above-mentioned	at the option of the Coopera	ove its lines, poles, guy wires tive. If, after the removal of does not use the right-of-way for y easement shall terminate.
	shall facilitate and privileges herein de	assist Cooperative personne scribed at all reasonable ti e erected any building or ot f electric service or the ex	heirs, successors and assigns l in exercising their rights and mes and shall not build, con- her structure that may interfere ercise of the rights granted to
	EXECUTED this _	12 day of Much	, A.D., 19 <u>98</u> .
	Janel	1 A. S.D. Jan	1 1. Housenfluts
	THE STATE OF TEXAS	ianiAcri	,

instrument, and acknowledged to me that he/she /they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS day of 1948.

My Commission Expires: 4/15/01

CAROLINE D. PARKS

Printed Printed Printed Printed Parks

Refore me, the undersigned authority, on this day personally appeared known to me to be the person(s) whose name(s) is/are subscribed to the foregoing

#27

INVESTIGATION OF THE PROPERTY OF THE PROPERTY

ESMT

2008045568

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILIAMSON §

That Wess Cassens, Jr. and wife Helen M. Cassens, hereinafter called "Grantor" (whether one or more), of Williamson County for good and valuable consideration including, when applicable, the provision of electric service, the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative"), does hereby grant and convey unto the Cooperative an easement and right-of-way upon and across the following described property of Grantor:

Consisting of two Deeds of land Deed # one, Called First Tract 31 acres, Called Second Tract 91.75 acres and Called Third Tract 2.87acres of land, more or less, being described in a Deed dated December 21, 1967 from W. G. Bleeke et ux Theckla Bleeke to Wess Cassens, Jr. et ux Helen M. Cassens recorded in Volume 504, Page 100, and Deed # 2, Called 1.56 acres of land, more or less, being described in a Deed dated March 17, 1970 from Estelle Hurt et al to W. A. Cassens, Jr. recorded in Volume 527, Page 499, and both tracts out of the J. Roebuck Survey, Abstract No. 527, of the Official Public Records of Williamson County, Texas; hereinafter called the Property."

The right-of-way, easement, rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress over, across and upon the Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including placing, constructing, reconstructing, operating, removing, retocating electric lines, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

The width of the easement shall be twenty (20) feet, one-half (½) of such distance on either side of the Cooperative's lines, as they are or will be constructed on the Property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (I0) feet from and around any such pole, guy wire, anchor structure or other facility. The Cooperative shall also have the right to use so much of the remainder of the Property as may be reasonably necessary to construct, install, repair and remove the facilities that may at any time be necessary for the purposes herein specified.

The easement, right and privileges herein granted shall be appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns and may be assigned in whole, or in part, as the Cooperative may desire.

The Cooperative shall have the right to clear the easement of all obstructions, to cut and trim or to chemically treat trees or shrubbery within the easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure or obstruction within the easement that will violate any applicable safety codes.

This agreement shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns. Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times. Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Property as well as all damages, if any, to the Property which may occur in the future after the initial construction of the Cooperative's facilities on the Property directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush and obstructions.

TO HAVE AND TO HOLD the easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be removed or abandoned, and in that event the easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor, and Grantor's heirs, executors, administrators, and successors, to warrant and forever defend the easement and rights herein granted unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor:

Wess Cassens, Jr.

Helen M. Cassens

ACKNOWLEDGEMENT

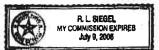
THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the

day of MAYCh

2006

by Wess Cassens, Jr. and wife Helen M. Cassens, the person(s) named as Grantor(s) on the first page of this document.



Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE RECORDING AT COUNTY

RESERVED SPACE BELOW FOR

Bartlett Electric Cooperative, Inc.

ろつ P O Box 200 Bartlett, Texas 76511 FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008045568

Dancy E. Reter

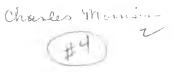
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CMCNEELY \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Map Ref.	57-9-43-60
WO #	10098 103

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS



That Charles Murre

(whether one or more), for good

KNOW ALL MEN BY THESE PRESENTS

The right-of-way, easement, rights and privileges herein granted shall include the right of ingress and egress over, across and upon said property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including placing, constructing, operating, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service. The Cooperative is specially granted pedestrian and vehicular ingress and egress rights.

The width of the easement shall be twenty (20) feet, one-half $(\frac{1}{2})$ of such distance on either side of Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility.

The easement, right and privileges herein granted shall be appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall also have the right to use so much of the remainder of the surface of the hereinafter described property of Grantor as may be reasonably necessary to construct, install, repair and remove the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim or to chemically treat trees or shrubbery within the right-of-way or within such proximity of the Cooperative's facilities so as to be hazardous.

The Cooperative shall have the right to remove its lines, poles, guy wires or other facilities at the option of the Cooperative. If, after the removal of the above-mentioned facilities, the Cooperative does not use the right-of-way for five (5) continuous years, then this right-of-way easement shall terminate.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

EXECUTED this 30 day of January	, A.D., 19 <u>9</u> 6.
EXECUTED this John day of Sandary	, a.b., 17 //).
THE STATE OF TEXAS COUNTY OF	SAMUEL WADE NCTARY PUBLIC State of Taxas
known to me to be the person(s) whose name(s) is/are subscinstrument, and acknowledged to me that he/she /they exec purposes and consideration therein expressed.	uted the same for the

My Commission Expires: 1-22-200 Printed or Stamped Name of Notary

Map Ref.	57-09-43-60	ELECTRIC UTILITY EASEMEN
WO #	10098102	AND
WU #	10010100	COVENANT OF ACCESS



V

STATE OF TEXAS

COUNTY OF W. 11 GASUN

KNOW ALL MEN BY THESE PRESENTS

SAMUEL WADE

State of Texas

That James N. English Jo., hereinafter called "Grantor" (whether one or more), for good and valuable consideration including, when applicable, the approval and execution of an Electric Service Agreement by Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative"), the sufficiency of which is hereby acknowledged, does hereby convenant access to grant, and convey unto the Cooperative an easement and right-of-way upon and across the following described property of Grantor: Being 16.98 acres, Recorded in Deed Records of Volume 1698, page 18, Deed Records of Williamson County, Texas.

The right-of-way, easement, rights and privileges herein granted shall include the right of ingress and egress over, across and upon said property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including placing, constructing, operating, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service. The Cooperative is specially granted pedestrian and vehicular ingress and egress rights.

The width of the easement shall be twenty (20) feet, one-half (1) of such distance on either side of Cooperative's lines, as they are or will be constructed on Grantor's hereinbefore described property. In instances where the Cooperative's poles, guy wires, anchor structures or other facilities (other than lines) are not located in the mid-point of the easement, then in such instances the easement width shall include a distance of ten (10) feet from and around any such pole, guy wire, anchor structure or other facility.

The easement, right and privileges herein granted shall be appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall also have the right to use so much of the remainder of the surface of the hereinafter described property of Grantor as may be reasonably necessary to construct, install, repair and remove the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim or to chemically treat trees or shrubbery within the right-of-way or within such proximity of the Cooperative's facilities so as to be hazardous.

The Cooperative shall have the right to remove its lines, poles, guy wires or other facilities at the option of the Cooperative. If, after the removal of the above-mentioned facilities, the Cooperative does not use the right-of-way for five (5) continuous years, then this right-of-way easement shall terminate.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

EXECUTED this 2 day of february, A.D., 1996

THE STATE OF TEXAS

COUNTY OF Williams

Before me, the undersigned authority, on this

known to me to be the person(s) whose name(s) is a computation of 222000 regoing instrument, and acknowledged to me that he/she /they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 day of

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 9 of 11

Attachment F

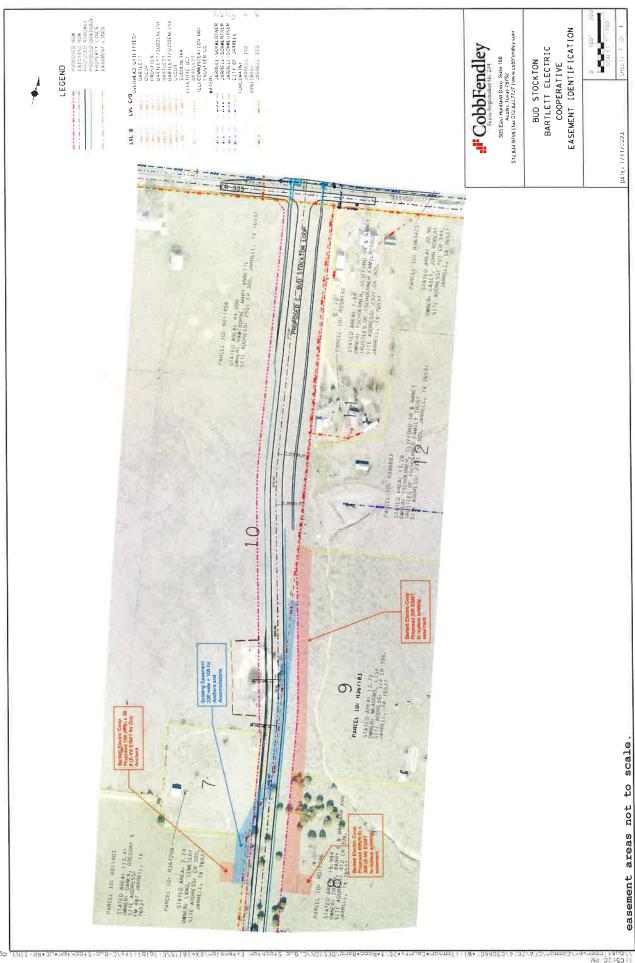
Wilco - U-80A - Joint Use Agreement

NOT APPLICABLE

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 10 of 11

Attachment G

Eligible Replacement Easement Identification Exhibit



ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS	\$	✓
STATE OF TEXAS	8	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	4(

That <u>Gregory S. Danek</u>, of <u>Williamson County</u>, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in <u>Williamson County</u>, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading guy wires and guy anchorages, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate

any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: vendor's lien retained in Warranty Deed recorded as Document No. 2007071560, Official Records

of Williamson County, Texas

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all/Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY/CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

ACKNOWLEDGEMENT

THE STATE OF TEX

MISON COUNTY OF

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This instrument was acknowledged before me on the

Gregory S. Danek, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

DEBORAH EVERETT Notary Public, State of Texas Comm. Expires 10-28-2025 Notary ID 3458831

DO NOT WRITE BELOW THIS LINE COUNTY

RESERVED SPACE BELOW FOR RECORDING AT



County:

Williamson

Parcel: Project: 10-E

CR 305

Dec. 07, 2022 Page 1 of 3

EXHIBIT A PROPERTY DESCRIPTION FOR PARCEL 10-E

DESCRIPTION OF A 0.010 ACRE (450 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 163.36 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO GREGORY S. DANEK RECORDED IN DOCUMENT NO. 2007071560 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.010 ACRE (450 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point Grid Coordinates determined as: N=10,275,255.00, E=3,145,138.28 TxSPC Zone 4203), set 71.70 feet left of Bud Stockton Extension baseline station 656+79.00, being in the westerly line of an ostensible 20' wide existing easement (no recordation found), same being in the interior of said 163.36 acre tract, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel

THENCE, departing said existing ostensible 20' wide easement, through the interior of said 163.36 acre tract the following four (4) courses:

- 1) S 68°47'43" W, for a distance of 15.00 feet to the calculated southwesterly corner of the herein described parcel;
- 2) N 21°30'47" W, for a distance of 30.00 feet to the calculated northwesterly corner of the herein described parcel;
- 3) N 68°47'43" E, for a distance of 15.00 feet to a calculated point, being in the westerly boundary line of said ostensible 20' wide existing easement, for the northeasterly corner of the herein described parcel, and from which a common corner of said 163.36 acre tract and that called 2.24 acre Salado Valley Cernetery tract (Volume 42, Page 356 of the Deed Records of Williamson County Texas) bears with the westerly line of said ostensible easement N 21°30'47" W, at a distance of 98.15 feet to a point in the common line of said 163.36 acre tract and said Salado Cernetery, with said common line N 68°47'07" W, at a distance of 22.66 feet;
- 4) THENCE, with the westerly line of said ostensible existing easement, continuing through the interior of said 163.36 acre tract, S 21°30'47" E, for a distance of 30.00 feet to the POINT OF BEGINNING, containing 0.010 acres (450 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY_HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

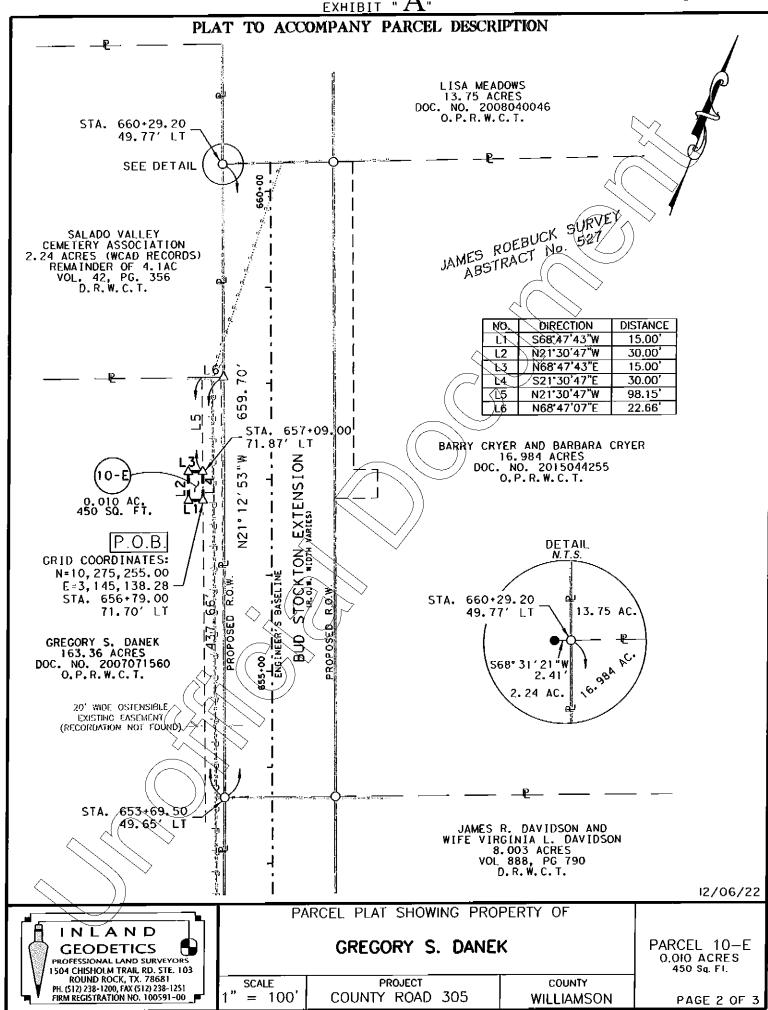
Round Rock, TX 78681

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 10\PARCEL 10E-DANEK.docx

Date







PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

LINE BREAK

P.O.B. POINT OF BEGINNING O IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET RECORD INFORMATION () IRON ROD WITH PLASTIC OR ⊙ P.R.W.C.T. PLAT RECORDS ALUMINUM CAP FOUND - AS NOTED WILLIAMSON COUNTY, TEXAS D.R.W.C.T. DEED RECORDS I/2" IRON ROD FOUND WILLIAMSON COUNTY, TEXAS 3/4" IRON PIPE FOUND O.R.W.C.T. OFFICIAL RECORDS CALCULATED POINT Δ WILLIAMSON COUNTY, TEXAS PROPERTY LINE O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS DENOTES COMMON OWNERSHIP WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT

SUPERVISION,

DATE

M. STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

12/06/22

INLAND GEODETICS PROFESSIONAL LAND SURVEYOR PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00

GREGORY S. DANEK

PARCEL PLAT SHOWING PROPERTY OF

O.OIO ACRES 450 Sq. Ft.

PARCEL 10-E

SCALE

PROJECT $= 100^{\circ}$ COUNTY ROAD 305

COUNTY WILLIAMSON

PAGE 3 OF 3

ELECTRONICALLY RECORDED OFFICIAL PUBLIC RECORDS

2022136352

Pages: 7 Fee: \$46.00 12/13/2022 03:47 PM MBARRICK



Daney E. Kitar

Nancy E. Rister, County Clerk Williamson County, Texas Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 11 of 11

Attachment H

Eligible Replacement Easement Form

NOT APPLICABLE

Ms. Rebecca Pruitt Williamson County Judge's Office County Courthouse 710 Main Street, Ste. 101 Georgetown, TX 78626



5/9/2023 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

• Bartlett Electric Cooperative (BEC) Utility Agreement – Bartlett Electric

Once approved by the Court, please have the Judge sign in the indicated area(s). <u>The signed electronic copy will need to be returned to HNTB for further processing via e-mail.</u>

Thank you.

Best regards,

Eddie R. Church, P.E. Project Manager

Eddie Church