

STANDARD UTILITY AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of _____, 20____, by and between **BEC POWER** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain **Overhead Electric Utility Lines and Utility Poles**, (herein called Facilities).

WHEREAS, County desires to construct proposed **County Road 332** (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:

- **Remove 2 poles along County Road 332 and Cleary Lane. Install 3 new poles parallel to proposed County Road 332. Install new Overhead Electric line connect to the newly installed poles south of proposed County Road 332 to the existing pole .**
- **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.
3. 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 **3** Poles of aerial **Electric Distribution** defined as Work = \$ **10,179.69**

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. 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.
5. 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.

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

Utility: BEC POWER
Name of Utility

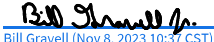
By: 
Authorized Signature

Bryan Lightfoot
Print or Type Name

Title: GM/CEO

Date: 10/5/23

WILLIAMSON COUNTY

By: 
Authorized Signature

Bill Gravell
Print or Type Name

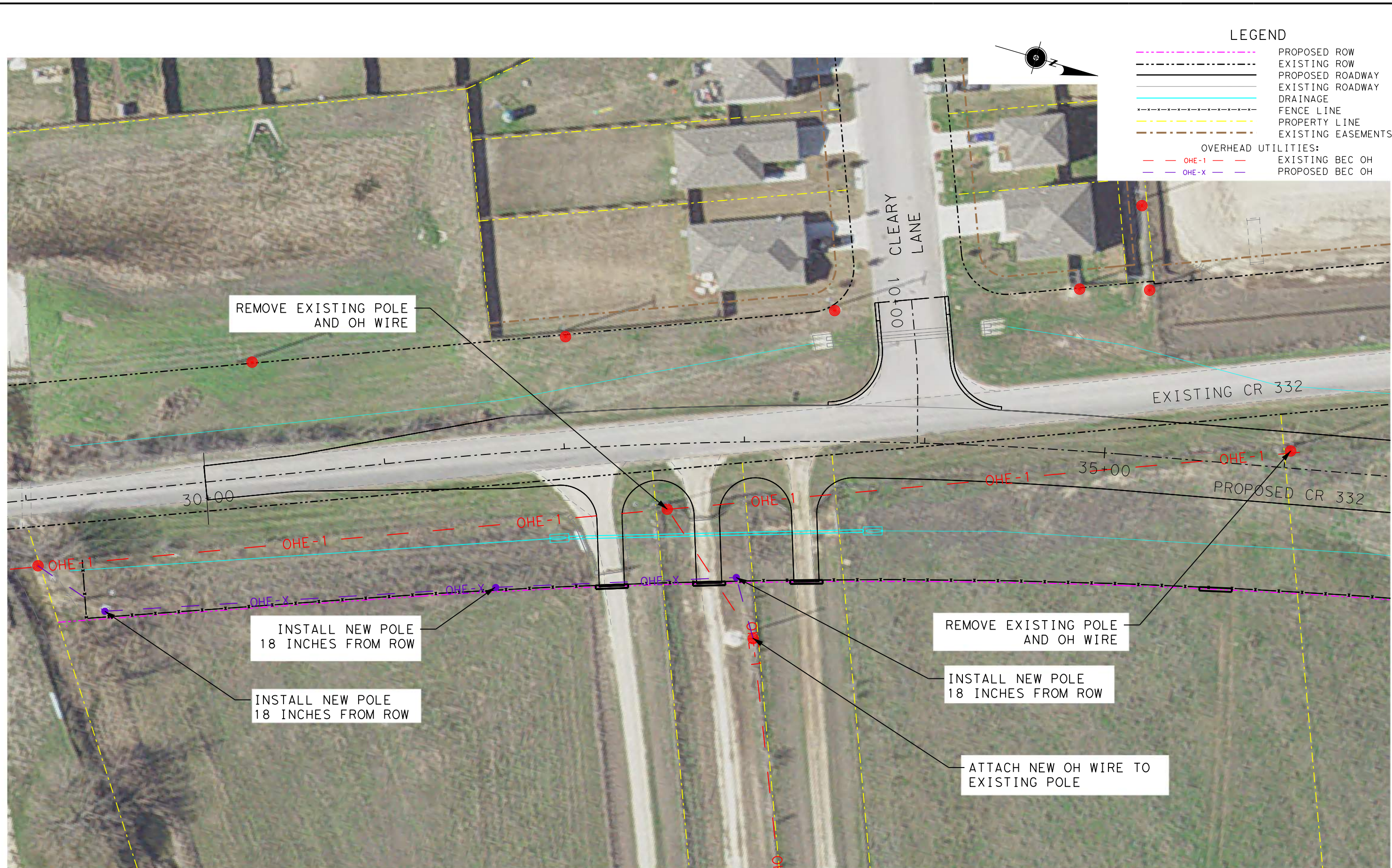
Title: County Judge

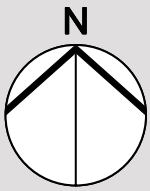
Date: Nov 8, 2023

Attachment A

Plans, Specifications, and Estimated Costs

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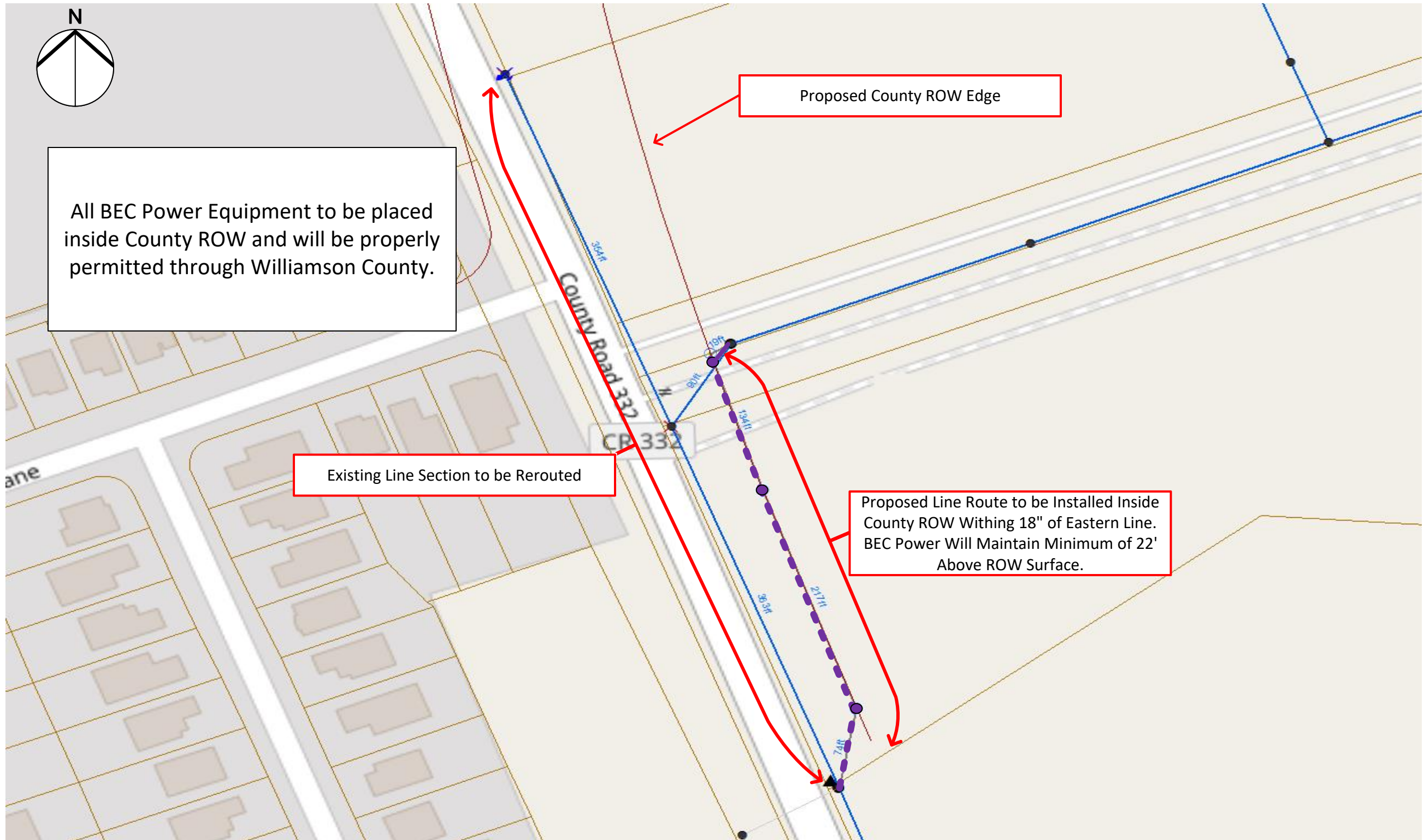


All BEC Power Equipment to be placed inside County ROW and will be properly permitted through Williamson County.

Proposed County ROW Edge

Existing Line Section to be Rerouted

Proposed Line Route to be Installed Inside County ROW Withing 18" of Eastern Line. BEC Power Will Maintain Minimum of 22' Above ROW Surface.



Workorder

Estimate Summary

Work Order: 2021675**Revision:****Desc:** Relocate Line**Type:** System Improvement**Status:** Open**Open Date:** 11/30/2021**Staked By:****Rel By:****Rel Date:****Project:****Map Location:****Service Location:** 0**Customer:****Tran Type:**Construction

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
1/0ACSR CONDUCTOR, 1/0ACSR 6/1	COLD	866	282.749	\$356.36	\$0.00	\$282.75	\$311.02	\$950.13
4ACSR CONDUCTOR, 4 ACSR 7/1	COLD	38	10.5184	\$5.78	\$0.00	\$10.52	\$11.57	\$27.87
E1.5 SINGLE DOWN GUY HD-Single 3/4 Bolt Design Codes: Pole: CL3	HOT	1	164.06	\$45.60	\$0.00	\$164.06	\$180.47	\$390.12
E2.1 SINGLE DOWN GUY-HD-THRU BOLT Design Codes: Pole: CL3	COLD	1	66.17	\$22.15	\$0.00	\$66.17	\$72.79	\$161.11
E2.1 SINGLE DOWN GUY-HD-THRU BOLT Design Codes: Pole: CL4	COLD	2	132.34	\$44.30	\$0.00	\$132.34	\$145.57	\$322.21
F2.20 Screw Type Anchor	COLD	3	283.5	\$217.85	\$0.00	\$283.50	\$311.85	\$813.20
P2.1 POLE PROTECTION ASSY-PLATE TYPE Design Codes: Misc: 45FT	COLD	1	27.89	\$38.68	\$0.00	\$27.89	\$30.68	\$97.25
P2.1 POLE PROTECTION ASSY-PLATE TYPE Design Codes: Misc: 40FT	COLD	2	55.78	\$70.26	\$0.00	\$55.78	\$61.36	\$187.40
P40 POLE, 40FT	COLD	2	207.47	\$1,602.74	\$0.00	\$414.94	\$456.43	\$2,474.11
P45 POLE, 45FT	COLD	1	183.27	\$732.06	\$0.00	\$183.27	\$201.60	\$1,116.93
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL3 Wire: 1/0	COLD	1	46.57	\$53.01	\$0.00	\$46.57	\$51.23	\$150.80

46007

estimate-2021675.pdf

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Workorder Estimate Summary

Work Order: 2021675**Revision:****Desc:** Relocate Line**Type:** System Improvement**Status:** Open**Open Date:** 11/30/2021**Staked By:****Rel By:****Rel Date:****Project:****Map Location:****Service Location:** 0**Customer:**

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL3 Wire: 1/0	HOT	1	62.87	\$53.01	\$0.00	\$62.87	\$69.16	\$185.03
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL4 Wire: 4ACS	COLD	2	93.14	\$94.51	\$0.00	\$93.14	\$102.45	\$290.10
VA2.1 DOUBLE SUPPORT Design Codes: Pole: CL4 Wire: 1/0	COLD	1	34.75	\$86.11	\$0.00	\$34.75	\$38.23	\$159.08
VA5.1 SINGLE DEADEND Design Codes: Pole: CL3 Wire: 1/0	COLD	1	111.16	\$44.44	\$0.00	\$111.16	\$122.28	\$277.88
VA5.1 SINGLE DEADEND Design Codes: Pole: CL4 Wire: 1/0	COLD	1	111.16	\$44.44	\$0.00	\$111.16	\$122.28	\$277.88
VA5.1 SINGLE DEADEND Design Codes: Pole: CL3 Wire: 1/0	HOT	1	150.06	\$44.44	\$0.00	\$150.06	\$165.07	\$359.57
Total For Construction Assembly Units:				2230.9274	\$3,555.75	\$2,230.93	\$2,454.02	\$8,240.69

Workorder Estimate Summary

Work Order: 2021675**Revision:****Desc:** Relocate Line**Type:** System Improvement**Status:** Open**Open Date:** 11/30/2021**Staked By:****Rel By:****Rel Date:****Project:****Map Location:****Service Location:** 0**Customer:****Tran Type:**Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
4ACSR CONDUCTOR, 4 ACSR 7/1	COLD	710	137.598	\$0.00	\$0.00	\$137.60	\$151.36	\$288.96
4ACSR CONDUCTOR, 4 ACSR 7/1	HOT	182	47.6112	\$0.00	\$0.00	\$47.61	\$52.37	\$99.98
E1.1 SINGLE DOWN GUY---THROUGH BOLT TYPE	COLD	1	38	\$0.00	\$0.00	\$38.00	\$41.80	\$79.80
F1.8 EXPANDING TYPE ANCHOR	COLD	1	68.72	\$0.00	\$0.00	\$68.72	\$75.59	\$144.31
H1.1 GROUND ASSEMBLY - ROD TYPE	COLD	1	22.1	\$0.00	\$0.00	\$22.10	\$24.31	\$46.41
P2.1 POLE PROTECTION ASSY-PLATE TYPE	COLD	1	19.52	\$0.00	\$0.00	\$19.52	\$21.47	\$40.99
P40 POLE, 40FT	COLD	2	145.23	\$0.00	\$0.00	\$290.46	\$319.51	\$609.97
VA1.1 SINGLE SUPPORT(TANGENT)	HOT	1	31.23	\$0.00	\$0.00	\$31.23	\$34.35	\$65.58
VA1.1 SINGLE SUPPORT(TANGENT)	COLD	1	23.13	\$0.00	\$0.00	\$23.13	\$25.44	\$48.57
VA5.1 SINGLE DEADEND	COLD	2	77.81	\$0.00	\$0.00	\$155.62	\$171.18	\$326.80
VP1.1 SINGLE PHASE ARRESTER W/BACKET	COLD	1	42.48	\$0.00	\$0.00	\$42.48	\$46.73	\$89.21
VS1.1 SINGLE PHASE C'OUT W/BACKET	COLD	1	46.86	\$0.00	\$0.00	\$46.86	\$51.55	\$98.41
Total For Retirement Assembly Units:				\$0.00	\$0.00	\$923.33	\$1,015.66	\$1,938.99

Estimate Summary

Work Order: 2021675**Revision:****Desc:** Relocate Line**Type:** System Improvement**Status:** Open**Open Date:** 11/30/2021**Staked By:****Rel By:****Rel Date:****Project:****Map Location:****Service Location:** 0**Customer:**

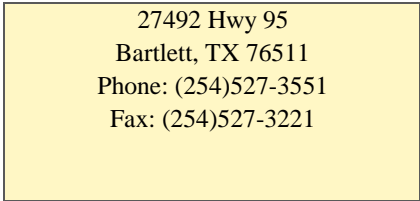
Additional Costs:

Type Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material		Labor		Total Cost
				Cost	Overhead	Cost	Overhead	
Total For Additional Costs:								
								\$0.00

Total For Work Order 2021675:

3154.2566	\$3,555.75	\$0.00	\$3,154.26	\$3,469.68	\$10,179.69
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Invoice



2021675

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December 13, 2022 @ 4:59 PM

Call:

Bartlett Electric Cooperative, Inc
27492 Hwy 95
Bartlett, Texas 76511

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: November 3th, 2023 (Dependent on Final Parcel Acquisition)

Estimated Completion Date: November 30th, 2023 (Dependent on weather)

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%

Attachment D

Betterment Calculation and Estimates

- ☒ Betterment does not exist in this agreement.
- ☐ Betterment Calculation attached.

Attachment E
Proof of Property Interest



PLAT MAP RECORDING SHEET

DEDICATOR(s):

CRESCENCIANO ALVARADO
MARIA A CASTILLO

SUBDIVISION NAME: ALVARADO

PROPERTY IS DESCRIBED AS: SEE INSTRUMENT

SUBMITTED BY: M&S ENGINEERING

DIGITALLY RECORDED

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2020038195

PLAT Fee: \$241.00
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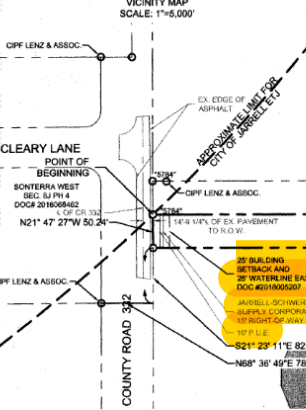
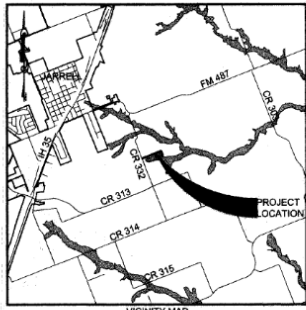


Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

FINAL PLAT OF ALVARADO SUBDIVISION

LEGEND

- IRON ROD SET, CAPPED "1847"
- IRON ROD FOUND
- CIPF: CAPPED IRON PIN FOUND



OWNER: CRESCENCIANO ALVARADO AND MARIA A. CASTILLO
SPHERE-REalty
1440 CR 332
JARRRELL, TX 78657
PHONE 352.455.9284
EMAIL CRE3@SPHERE-REalty.COM

SURVEYOR: WILLIAM F. FOREST JR., RPLS
FOREST SURVEYING
1022 ASH ST.
GEORGETOWN, TX 78626
PHONE 812.930.5927
EMAIL BETHANN@FORESTSURVEYING.COM
PROJECT: ALVARADO SUBDIVISION

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 01/21/20
REVISION DATE: 02/19/20
ORIGINAL SURVEY: SCHNEIDER, G. A., ABSTRACT NO. 579
FEMA FLOODPLAIN: THE 100 YEAR FEMA FLOOD ZONE A ENCROACHES AS SHOWN ON FIRM PANEL 48491C0150F, DATED DECEMBER 20, 2019
NEW STREETS: NO NEW STREETS ARE PLANNED
MINIMUM FFE: 801.10'

APPROXIMATE LINE FOR CITY OF JARRRELL

EX. EDGE OF ASPHALT

CIPF LENZ & ASSOC.

20' BUILDING SETBACK AND 20' WATERLINE EASEMENT

JARRRELL SCHWARTZ (NEIGHBOR) SUPPLY CORPORATION

10' RIGHT-OF-WAY EASEMENT

10' F.F.E.

521° 23' 11" E 82.82'

568° 37' 11" W 999.24'

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FINAL PLAT OF ALVARADO SUBDIVISION

NOTES:

1. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS.
2. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
4. WATER SERVICE WILL BE PROVIDED BY JSHWC. WASTEWATER SERVICE WILL BE PROVIDED BY OSSF.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. LOT 1 IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0150F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
7. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOT 1 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
8. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOT 1 SHOWN ON THIS PLAT ARE DETERMINED BY M&S ENGINEERING, LLC, BY ADDING AT LEAST ONE FOOT OR MORE TO THE BASE FLOOD ELEVATION (BFE) DETERMINED BY WILLIAMSON COUNTY STUDY, DATED 1/17/2020.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
10. A 10-FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES.
11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN VOLUME 235, PAGE 70.
13. AN ELECTRIC UTILITY EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN DOC #2006062180.
14. THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS CONSTRUCTED ON THIS PROPERTY SHALL BE NO LOWER THAN 801.1'.
15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, CRESCENCIANO ALVARADO AND MARIA A. CASTILLO, CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF March, 2020

CRESCENCIANO ALVARADO
1440 CR 332
JARRRELL, TX 76637

MARIA A. CASTILLO
1440 CR 332
JARRRELL, TX 76637

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

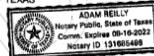
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CRESCENCIANO ALVARADO, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

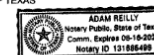
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA A. CASTILLO, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, PATRICK RILEY, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF March, 2020

PATRICK RILEY
106 KEYSTONE CV
GEORGETOWN, TX 78633

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

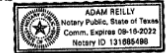
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PATRICK RILEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22



**SHEET
02 OF 03**



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

FINAL PLAT OF ALVARADO SUBDIVISION

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, WILLIAM F. FOREST JR., REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, I WITNESS MY HAND AND SEAL THIS 18 DAY OF MARCH, 2020

William F. Forest Jr.
WILLIAM F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 1847
STATE OF TEXAS



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONCHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0150F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, I WITNESS MY HAND AND SEAL THIS 12 DAY OF MARCH, 2020

Jennifer L. Henderson
JENNIFER L. HENDERSON
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1 DAY OF April, 2020 A.D.

Candy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Candy Bridges

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THE CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Terron Evertson
TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

3/29/20
DATE

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS VERIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Terron Evertson
TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

3/29/20
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Bill Gravel Jr.
BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

4-2-20
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15 DAY OF April, 2020 A.D., AT 1:00 O'CLOCK P. M., AND DULY RECORDED THIS THE DAY OF April, 2020 A.D., AT 1:00 O'CLOCK P. M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 214058795

TO CERTIFY WHICH, I WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.



NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: Brenda McKeen
Brenda McKeen, DEPUTY

**SHEET
03 OF 03**



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

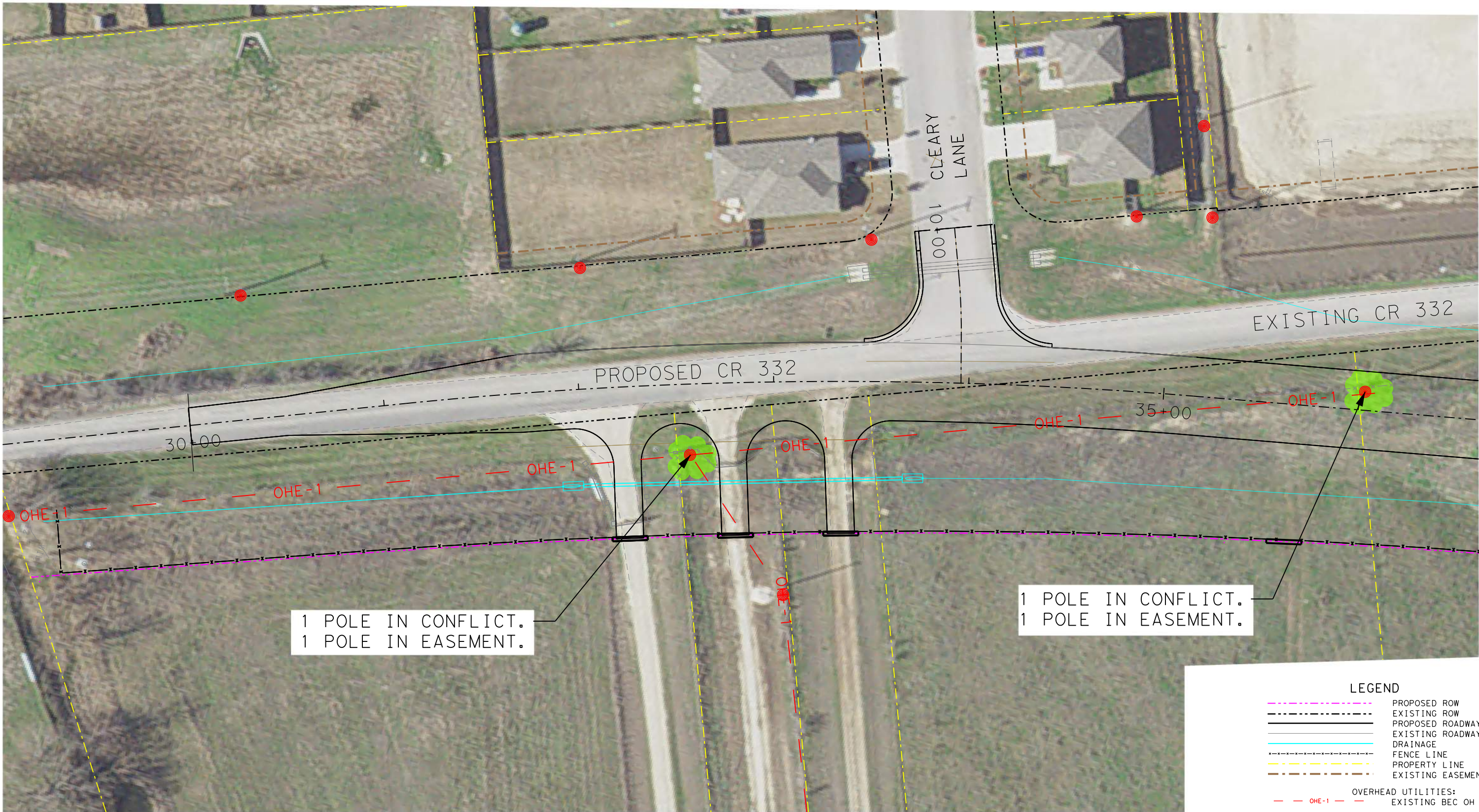
Attachment F

Wilco – U-80A – Joint Use Agreement

Attachment G

Eligible Replacement Easement Identification Exhibit

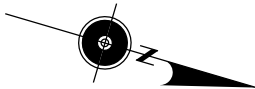
9/29/2022 11:09:35 AM \\austinsilver\server\Common\CFA\2014\0308801*Williamson*County*2013*Road*Bond*Design\CR 332 Relignment\EXHIBITS\Relocation Estimate\CR-332*UC*RP-3*Bar\166.dwg



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- EXISTING ROADWAY
- DRAINAGE
- FENCE LINE
- PROPERTY LINE
- EXISTING EASEMENTS

OVERHEAD UTILITIES:
OHE-1
EXISTING BEC OH



OWNER	DESCRIPTION	POLES IN CONFLICT (A)	POLES IN CONFLICT IN EASEMENT (B)	ELIGIBILITY (B/A)%
BARTLETT ELECTRIC COOP (BEC)	OH ELECTRIC	2 POLES	2 POLES	100%

CR 332
BARTLETT ELECTRIC COOP
ELIGIBILITY

DATE: 9/29/2022

025'50'

SCALE: 1"=25'

SHEET: 1 OF 1

Attachment H

Eligible Replacement Easement Form

**ELECTRIC AERIAL RIGHT-OF-WAY EASEMENT
AND COVENANT OF ACCESS**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

KNOW ALL MEN BY THESE PRESENTS:

That _____, of Williamson County, 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 aerial easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, conductors, wires, racks, and equipment ("Aerial Easement"), over, across, along and upon all that certain land in Williamson County, 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 "Aerial Easement").

The Aerial Easement and its rights and privileges herein granted shall include the right to any additional working space about or near the Aerial Easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over, across, along, and upon Grantor's Property and Grantor's adjoining land to or from the Aerial Easement for the purposes of providing electric utility service to Grantor and/or others (overhead), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, modifying, increasing or reducing the capability of, 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 Aerial 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 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 width of the Aerial Easement, described in Exhibit A, shall be throughout the area of the Grantor's Property over which the Cooperative's facilities overhang aerially. This unobstructed Aerial Easement begins at a plane at ground level and extends infinitely upward. It is understood, however, that Cooperative shall have no right to erect any structures on the above-described Aerial Easement but may overhang such Aerial Easement with facilities attached to structures which are located on property or right-of-way adjacent to Grantor's Property. The Cooperative shall also have the right to access so much of the remainder of the Grantor's Property as may be reasonably necessary to install, maintain, repair, and/or remove facilities that may at any time be necessary, at Cooperative's sole discretion, for the purpose herein specified.

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 Aerial 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 Aerial 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, trailer, or any other 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 Aerial 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 Aerial Easement of any or all structures, buildings, trailers, and/or any other 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 the Grantor's Property as well as all damages, if any, to the Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on the 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 Aerial Easement clear of trees, undergrowth, brush and 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:

Grantor agrees that all of Cooperative's facilities installed over Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Aerial 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 Aerial 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 AERIAL 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

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

THE STATE OF TEXAS

§§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____ [name], _____ [title]
of _____ [name of entity], a Texas _____ [type of entity – e.g.,
corporation, limited liability company, limited liability partnership], on behalf of said
_____. [type of entity].

Notary Public, State of Texas

DO NOT WRITE BELOW THIS LINE
COUNTY

RESERVED SPACE BELOW FOR RECORDING AT

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



10/17/2023 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.

- CR 332 Realignment Standard Utility Agreement – Bartlett Electric Cooperative (BEC)

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

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.
Project Manager