

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

Sheet: 5

Page 1 of 2

Revision: Two

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 1st day of April, 2024, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at CR 137 for East Wilco Hwy Seg 2 (Formerly SE Loop Seg 2). To accommodate this request the following will need to be installed: 7 new poles, 2 new down guys, 2 new transformers, approximately 400 linear feet of overhead conductor. To be removed: 6 poles, 2 transformers, approximately 400 linear feet of overhead conductor. For a total reimbursable cost of \$29,440.21, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

**Tariff for Retail Delivery Service
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Page 2 of 2

Revision: Two

10. **Invoicing and Payment** -- Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities** -- Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

- (a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.
- (b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.
- (c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A", contingent upon weather, force majeure or other unforeseen circumstances.
- (d) Billing Amount: \$29,440.21, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.
- (e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"---Plans, Specifications and Estimated Costs
Exhibit "B"---Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/1/2024

WILLIAMSON COUNTY

BY: _____

Bill Gravell, Jr.

TITLE: _____

County Judge

DATE: _____

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Reimbursable Estimated Costs:

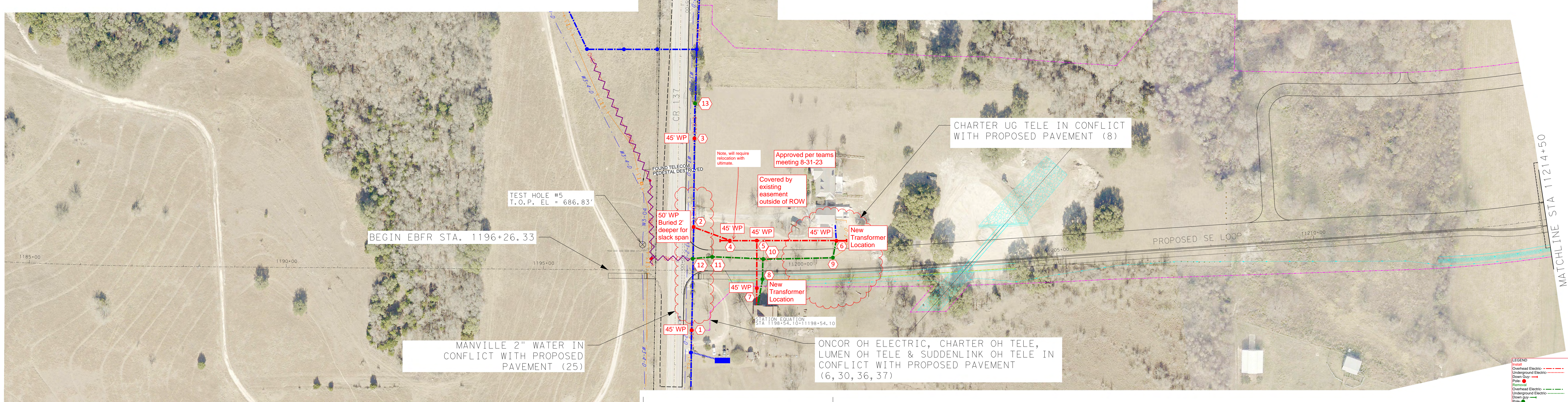
Material - \$ 6,033.19

Labor - \$ 23,407.02

Total - \$ 29,440.21

11/30/2022 12:00:10 PM G:\CFA\2019\030999_Williamson\County\Corr\1.dwg\01\DESIGN\Southhead+Loop+PH2\Southhead+Loop+PH2+UC*RP-1.dwg

CONFLICT DESCRIPTION (UTILITY TRACKER ID #)
*REFER TO UTILITY TRACKER



LEGEND

Install
Overhead Electric - - - - -
Underground Electric - - - - -
Down Guy - - - - -
Pole - ● - - - - -
Remove
Overhead Electric - - - - -
Underground Electric - - - - -
Down Guy - - - - -
Pole - ● - - - - -
Remain In Place/Transfer To New Pole
Overhead Electric - - - - -
Underground Electric - - - - -
Down Guy - - - - -
Pole - ● - - - - -
Foreign Owned
Pole - ● - - - - -
No On-Or Facilities Overhead - - - - -

0 50' 100'

SCALE: 1"=50'

LEGEND

PROPOSED ROW
EXISTING ROW
PROPOSED ROADWAY
ULTIMATE ROADWAY
EASEMENTS
PROPERTY LINES
PROPOSED DRAINAGE
PROPOSED WASTEWATER
PROPOSED FENCE
ACCESS ROAD
ABANDONED LINE

EXISTING UTILITIES

LVL B	LVL C/D	OVERHEAD UTILITIES:
ONE-1	ONE-1	ONCOR GUY WIRE
ONE-2	ONE-2	ONCOR DISTRIBUTION
ONE-3	ONE-3	ONCOR TRANSMISSION
ONE-4	ONE-4	LUMEN
ONE-5	ONE-5	ONCOR/CHARTER
ONE-6	ONE-6	ONCOR/CHARTER/LUMEN/SUDDENLINK
ONE-7	ONE-7	ONCOR/LUMEN
ONE-8	ONE-8	ONCOR/LUMEN/SUDDENLINK
ONE-9	ONE-9	ONCOR/LUMEN
ONE-10	ONE-10	ONCOR/LUMEN
ONE-11	ONE-11	ONCOR/LUMEN
ONE-12	ONE-12	ONCOR/LUMEN
ONE-13	ONE-13	ONCOR/LUMEN
ONE-14	ONE-14	ONCOR/LUMEN
ONE-15	ONE-15	ONCOR/LUMEN
ONE-16	ONE-16	ONCOR/LUMEN
ONE-17	ONE-17	ONCOR/LUMEN
ONE-18	ONE-18	ONCOR/LUMEN
ONE-19	ONE-19	ONCOR/LUMEN
ONE-20	ONE-20	ONCOR/LUMEN
ONE-21	ONE-21	ONCOR/LUMEN
ONE-22	ONE-22	ONCOR/LUMEN
ONE-23	ONE-23	ONCOR/LUMEN
ONE-24	ONE-24	ONCOR/LUMEN
ONE-25	ONE-25	ONCOR/LUMEN
ONE-26	ONE-26	ONCOR/LUMEN
ONE-27	ONE-27	ONCOR/LUMEN
ONE-28	ONE-28	ONCOR/LUMEN
ONE-29	ONE-29	ONCOR/LUMEN
ONE-30	ONE-30	ONCOR/LUMEN
ONE-31	ONE-31	ONCOR/LUMEN
ONE-32	ONE-32	ONCOR/LUMEN
ONE-33	ONE-33	ONCOR/LUMEN
ONE-34	ONE-34	ONCOR/LUMEN
ONE-35	ONE-35	ONCOR/LUMEN
ONE-36	ONE-36	ONCOR/LUMEN
ONE-37	ONE-37	ONCOR/LUMEN
ONE-38	ONE-38	ONCOR/LUMEN
ONE-39	ONE-39	ONCOR/LUMEN
ONE-40	ONE-40	ONCOR/LUMEN
ONE-41	ONE-41	ONCOR/LUMEN
ONE-42	ONE-42	ONCOR/LUMEN
ONE-43	ONE-43	ONCOR/LUMEN
ONE-44	ONE-44	ONCOR/LUMEN
ONE-45	ONE-45	ONCOR/LUMEN
ONE-46	ONE-46	ONCOR/LUMEN
ONE-47	ONE-47	ONCOR/LUMEN
ONE-48	ONE-48	ONCOR/LUMEN
ONE-49	ONE-49	ONCOR/LUMEN
ONE-50	ONE-50	ONCOR/LUMEN

TELECOMMUNICATIONS:

AT&T
CHARTER
LUMEN

GAS:

ATMOS 20" GAS
ATMOS 30" GAS
FLINT HILLS 16" GAS
FLINT HILLS 16" GAS
TO BE ABANDONED,
FLINT HILLS 16" GAS
ENTERPRISE 3" GAS, ABANDONED
ENTERPRISE 4.5" GAS
ENTERPRISE 14" GAS
ENTERPRISE 24" GAS

SANITARY SEWER:

CITY OF HUTTO 20" FM

WATER:

JONAH 2"
JONAH 3"
JONAH 4"
TO BE ABANDONED JONAH 3"
TO BE ABANDONED JONAH 4"
MANVILLE 2"
MANVILLE 4"

PROPOSED UTILITIES

PROPOSED JONAH WATER
PROPOSED FHR PIPELINE
PROPOSED ONCOR OH ELECTRIC
PROPOSED CITY OF HUTTO 24" FM
PROPOSED CITY OF HUTTO 18" WW

*UTILITIES RELOCATING WITH FM 3349 PROJECT

QUALITY LEVELS

Quality Level 'D'- Existing Records. Utilities are plotted from review of available records.

Quality Level 'C'- Surface Visible Feature Survey. Quality Level 'D' information from existing records is correlated with surveyed surface-visible features.

Quality Level 'B'- Designate. Two-dimensional horizontal mapping. The information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indicators are referenced to appropriate survey control. Utility exhibits are for information only.

WILLIAMSON COUNTY
1848

CobbFendley
TBPELS Firm Registration No. F-274

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

**SOUTHEAST LOOP
SEGMENT 2 PHASE 1
100% CONFLICT EXHIBIT**

DESIGN BY: SG	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: SG	SHEET: 1 OF 8
CHECKED BY: EK	
APPROVED BY: SK	
PROJECT NO: 1903-099-07	
DATE: 11/30/2022	

Attachment B

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

Values below derived from estimation software totals on a per work station basis as numbered on the construction print:

Total Project Costs:

Material - \$ 8,758.77

Labor - \$ 30,711.46

Total - \$ 39,470.23

Eligibility is established at 74.59%

based on a per station basis as noted.

Non-Reimbursable Costs

(Work Within ROW - Stations 1,2,3,12,13):

Material - \$ 2,725.58

Labor - \$ 7,304.44

Total - \$ 10,030.02

Reimbursable Costs

(Work Covered by Easement - Stations 4,5,6,7,8,9,10,11):

Material - \$ 6,033.19

Labor - \$ 23,407.02

Total - \$ 29,440.21

Attachment C

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment D

Proof of Property Interest

EASEMENT AND RIGHT OF WAY

VDI 1582 PAGE 179
 District: Round Rock
 WA/Proj.: 1009/379199
 Map Ref: 2876C308
 Easement No.:

36341

3.7.1.0.0.5.4.6.

THE STATE OF TEXAS X
 COUNTY OF WILLIAMSON X

KNOW ALL MEN BY THESE PRESENTS:

That Roger Conrad and wife, Kelly Conrad

of Williamson County, Texas, hereafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric supply lines hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, a division of TEXAS UTILITIES ELECTRIC COMPANY, a Texas Corporation, P.O. Box 660268, Dallas, Texas 75266-0268, hereinafter termed Grantee, an easement and right-of-way for an electric supply line consisting of variable number of wires and circuits, and all necessary or desirable appurtenances, over, across and upon Grantor's land in the

M. Wilbarger survey. Abstract No. 663, Williamson County, Texas
 John Huegele & wife Roger Conrad &
 more particularly described in deed from Kathryn Huegele to wife Kelly Conrad dated September 5,
 1984, recorded in Volume 1070, Page 385, Deed Records said County.

Said right-of-way granted being 10 feet wide, being 5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at a point in Grantor's West property line, said point being five feet S 10°19'30" W from Grantor's Northwest property corner.

THENCE S 80°0' E 145 feet to a point.

variable variable
 Grantee shall have the right to erect poles, and single or multiple guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the proper maintenance and operation of said line. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct berms, pools, lakes, ponds or other improvements on the land which will interfere with the exercise by Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 5th day of MAY, A.D. 1987.

Roger Conrad
 Kelly Conrad

OFFICIAL RECORDS
 WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Roger Conrad and wife Kelly Conrad

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of MAY, A. D. 1987.

MY COMMISSION EXPIRES 8-18-88

NOTARY PUBLIC STATE OF TEXAS

DALLAS, TEXAS 75266-0268
 by FILE & RIGHT-OF-WAY
 BOX 600268
 ANY

County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the 18 day of May, 1987 at 10 o'clock M., and duly recorded by me in Book of the Deed Records of said County, at page .
 Given under my hand and seal of office this 19 day of May, 1987.

TO
Texas Power & Light Co.
 Division of Texas Utilities Electric Company
 STATE OF TEXAS,
 County

FROM
 Roger Conrad and wife Kelly Conrad

Easement and Right of Way

THE STATE OF TEXAS
 Williamson
 County

36341

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , A. D. 1987.

MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOLS, HOSPITALS, ETC.

THE STATE OF TEXAS

County of

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on SEP 21 1987.

County of , on this day personally appeared James H. Roffel

of (Title) known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , A. D. 1987.

MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS

FILED FOR RECORD
 WILLIAMSON COUNTY, TEXAS
 SEP 18 1987
 JAMES H. ROFFEL
 COUNTY CLERK



EASEMENT AND RIGHT OF WAY

DOI 1582 PAGE 181
 District: Round Rock
 WA/Proj.: 1009/379199
 Map Ref: 2876C308
 Easement No.:

36342

37.1.0.0.5.4.5.

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

That John E. Huegele and wife Kathryn Huegele

of Williamson County, Texas, hereafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric supply lines hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, a division of TEXAS UTILITIES ELECTRIC COMPANY, a Texas Corporation, P.O. Box 660268, Dallas, Texas 75266-0268, hereinafter termed Grantee, an easement and right-of-way for an electric supply line consisting of variable number of wires and circuits, and all necessary or desirable appurtenances, over, across and upon Grantor's land in the

M. Wilbarger survey. Abstract No. 663, Williamson County, Texas
 Roger Conrad & wife John E. Huegele & wife
 more particularly described in deed from Kelly Conrad to Kathryn Huegele, dated August 28,
1984, recorded in Volume 1070, Page 383, Deed Records said County.

Said right-of-way granted being 10 feet wide, being 5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at a point in Grantor's West property line, said point being 5 feet N 10°19'30" E from Grantor's Southwest property corner.

THENCE S 80°0' E 145 feet to a point.

Grantee shall have the right to erect variable poles, and variable single or multiple guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgement of Grantee, may endanger or interfere with the proper maintenance and operation of said line. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct berms, pools, lakes, ponds or other improvements on the land which will interfere with the exercise by Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 5th day of May

John E. Huegele
 John E. Huegele

Kathryn Huegele 5/5/87
 Kathryn Huegele

A.D. 1987

OFFICIAL RECORDS
 WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Travis

BEFORE ME, the undersigned authority, on this day personally appeared John E. Huegele and wife

Kathryn Huegele

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of May, A. D. 1987.

NO SEAL

Kathy L. Rowles
Kathy L. Rowles

MY COMMISSION EXPIRES Aug 30, 88

NOTARY PUBLIC STATE OF TEXAS

36342

THE STATE OF TEXAS
Williamson

County WILLIAMSON FILED FOR RECORD
SEP 18 AM 8 25

Easement and Right of Way

FROM

John E. Huegele and wife Kathryn Huegele

TO
Texas Power & Light Co.
Division of Texas Utilities Electric Company
STATE OF TEXAS,
County Travis

County

I, _____, County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded by me in Book _____ of the Deed Records of said County, at page _____.

Given under my hand and seal of office this _____

TEXAS POWER & LIGHT COMPANY
COUNTY CLERK
COUNTY, TEXAS
D. L. WAX
75266-0268
Deputy.

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19____.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume _____ and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

(Title)

known to me to be the

person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of _____

and as _____

(Title)

thoroughly conversant for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE



James D. Rofelatus
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

A. D. 19____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF TEXAS

SEP 21 1987

13506

3ER00230385

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That Lynn Stanley and wife, Joyce Stanley

of Williamson County, Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Texas Utilities Electric Company, a Texas Corporation, P. O. Box 660268, Dallas, Texas 75266-0268, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, across, and upon Grantor's land in the M. Wilbarger Survey, Abstract No. 663, Williamson County, Texas, more particularly described in deed from John E. Huesels and wife, Kathryn Huesels to Lynn Stanley and wife, Joyce Stanley, dated January 31, 1992, recorded in Volume 2105, Page 118, Deed Records said County.

Said right-of-way granted being 15 feet wide, being 7.5 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at an existing TU Electric pole. Said pole being located 136 feet S 80° 00' E of Grantors Southwest property corner and the East Right-of-Way (E.O.W.) of County Road 137.

THENCE S 80° 00' E for a distance of 136 feet.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said 15 foot space, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS 24th DAY OF March, 1992.

Lynn Stanley
 Lynn Stanley

Joyce Stanley
 Joyce Stanley

OFFICIAL RECORDS
 WILLIAMSON COUNTY, TEXAS

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS
PLEASE RETURN TO

THE STATE OF TEXAS

County of _____

TU ELECTRIC
CUSTOMER SERVICE
P. O. BOX 2599
WACO, TX 76702-2599

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Stanley and
wife, Joyce Stanley

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, A. D. 1992

MY COMMISSION EXPIRES 7-19-93

Notary Public State of Texas

Donna L. Graham
Printed Name of Notary

STATE OF TEXAS, County of _____
Texas Utilities Electric Company
TO
Lynn Stanley and wife,
Joyce Stanley
FROM
Easement and Right of Way
WILLIAMSON County
THE STATE OF TEXAS
County Clerk _____ County, Texas.
by _____ Deputy.
13
I, _____ County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____, 19____ at _____ o'clock _____ M., and duly recorded by me in Book _____ of the Deed Records of said County, at page _____.
Given under my hand and seal of office this _____ day of _____, 19____.

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____ (Title)
of _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that
executed the same as the act and deed of _____

and as _____ thereof, and for the purposes and consideration therein expressed.
(Title)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19____

MY COMMISSION EXPIRES _____

Notary Public State of Texas

Printed Name of Notary

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

MAY 6 1992



Clair B. Byrge
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

13506
FILED FOR RECORDING
WILLIAMSON COUNTY, TEXAS
MAY - 6 PM 3:02
Clair B. Byrge
COUNTY CLERK