

City of Round Rock RM 620 Agreement Page 1

STANDARD UTILITY AGREEMENT

County: Williamson Federal Project No.: N/A ROW CSJ: 0683-01-092

Highway Project Letting Date: April 2019

U-Number: **U14696** Highway: RM 620 From: Deepwood Drive

To: IH-35

This Agreement by and between the City of Round Rock, acting by and through its City Council, ("City"), and Oncor Electric Delivery, LLC, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the City.

WHEREAS, the City has deemed it necessary to make certain highway improvements as designated by the State and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Utility as indicated in the following statement of work: [Oncor is relocating electric distribution facilities starting at station 458+32 thru 506+26 consisting of installing 6 concrete poles and 48 wood poles, 6130 ft of conductor. It is proposed to remove 28 poles and 4848 ft of conductor. This is required due to a TXDOT road widening project on RM 620 starting at Deepwood Drive and ending at IH-35 in Round Rock]; and more specifically shown in Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the City will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for City participation.

WHEREAS, the City, upon receipt of evidence it deems sufficient, acknowledges Utility's interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The City will pay to Utility the costs incurred in adjustment, removal, and/or relocation of Utility's facilities up to the amount said costs may be eligible for City participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. Utility shall supply, upon request by the City, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the City, or may, with the City's approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by Utility. Bills for work hereunder will be submitted to the City not later than 90 days after completion of the work.

Initial Date City

Utility

City of Round Rock RM 620 Agreement Page 2

When requested, the **City** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, **City** agrees to pay **Utility** an agreed lump sum of **\$N/A** as supported by the attached estimated costs. The State will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to Utility in the agreed amount.

Upon execution of this agreement by both parties hereto, the **City** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **City** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **City will,** upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of **90** percent (**90%**) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **City** reimbursement.

This agreement in its entirety consists of the following elements:

- 1. Standard Utility Agreement;
- 2. Plans, Specifications, and Estimated Costs (Attachment "A");
- 3. Utility's Accounting Method (Attachment "B");
- 4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
- 5. Statement Covering Contract Work ROW-U-48 (Attachment "D");
- 6. Eligibility Ratio (Attachment "F");
- 7. Betterment Calculation and Estimates (Attachment "G");
- 8. Proof of Property Interest ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H"); and
- 9. Utility Joint Use Acknowledgment ROW-U-JUA and/or Utility Installation Request Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **City and Utility**.

This agreement is subject to cancellation by the City at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the City. However, the City will review and reimburse the Utility for eligible costs incurred by the Utility in preparation of this Agreement.

The State and/or City Auditor may conduct an audit or investigation of any entity receiving funds from the City directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **City** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

City of Round Rock
RM 620 Agreement
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The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY	CITY OF ROUND ROCK
By: Authorized Signature Utility: ONCOR ELECTRIC DELIVERY COMPANY Authorized Signature	By: Authorized Signature
KEITH HULL Print or Type Name	Print or Type Name Title:
Title: VICE PRESIDENT OF DISTRIBUTION OPERATIONS	Date:
Date: 8-23-2018	



3264595

TXDOT U-No.:

U14696 AUSTIN

District: County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

RM 620

From:

DEEPWOOD DRIVE

To:

IH-35

Eligibility Ratio

42.86%

Attachment "A"

Includes:

Summary Estimate Labor Estimate Materials Estimate

Vouchers Estimate (if applicable)

Plan Drawings



3264595

TXDOT U-No.:

U14696

District:

AUSTIN

County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

RM 620

From: To:

DEEPWOOD DRIVE

IH-35

Attachment "A" Summary Estimate

Contractors Expense

154,340.90

Vouchers

22,900.00

Materials

165,732.14

subtotal 1:

342,973.04

Construction Overhead

30.00%

102,891.91

subtotal 2:

30.00%

445,864.95

Total Charged to Project

445,864.95

Salvage Material

0.00

Net Estimated Cost

445,864.95

Less Betterment

0.00

Estimated Cost

445,864.95

Eligibility Ratio

42.86%

191,097.72

Oncor's Construction
Overhead cost includes the design, engineering, building & etc associated with this project.



3264595

TXDOT U-No.:

U14696

District: County:

AUSTIN WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

From:

RM 620 **DEEPWOOD DRIVE**

To:

IH-35

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	1	Estimated
CB2030I	Secondary Or Service Cable, Through 4/0, Through 4 Conductors, In Conduit. Includes: Set Up/breakdown, Pulling Cable, Maintaining Moisture Seal At Cable Ends, Tagging, And Cleanup. Unit Of Measure ≈ Per Foot.	23	\$1.47	\$	Cost 33.8
CB2030R	Secondary Or Service Cable, Through 4/0, Through 4 Conductors, in Conduit. Includes: Set Up/breakdown, Pulling Cable, Maintaining Moisture Seal At Cable Ends, Tagging, And Cleanup. Unit Of Measure = Per Foot.	80	\$0.73		58.40
CB2033I	Secondary, Service, Or Streetlight, For Pole Riser Through 4/0, Through 4 Conductors, Includes: Set Up/breakdown, Installing Pull Rope, Pulling Cable, Maintaining Moisture Seal At Cable Ends, Tagging, And Cleanup. Unit Of Measure = Per Riser.	3	\$106.96		320.88
CB2033R	Up/breakdown, Installing Pull Rope, Pulling Cable, Maintaining Moisture Seal At Cable Ends, Tagging,	3	\$105.59	\$	316.77
CV31501	Pedestal, Includes: Excavation, Trimming Conduit, Pedestal, Pedestal Protection Device If Required, Backfill, Compaction, Set To Final Grade, Secure Enclosure, FIn Plate, And Cleanup. Unit Of Measure = Each.	1	\$74.24		74.24
MS71901	Anchor/pole Stabilization - Concrete. Includes: Mixing, Pouring, And Roding Concrete. Unit Of Measure = Each.	27	\$96.01	\$	2,592.27
MS7000I	Cover-up. Includes: Placement And Removal Of All Rubber Blanket(s) And/or All Rubber Hoses Required Per Work Point. Unit Of Measure = Each Work Point.	118	\$66.31	<u> </u>	7,824.58
MS71601	Wildlife Protection. Applies Only To Installation On Existing Equipment, Includes: Protector, Unit Of Measure = Each.	38	\$10.33	\$	392.54
MS7160R	Wildlife Protection, Applies Only To Installation On Existing Equipment Includes: Protector, Unit Of Measure = Each.	38	\$10.33	\$	392.54
OH4170J	Arrestor, Distribution, Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When Applicable, Jumpers And Connection's). Unit Of Measure = Each.	16	\$69.89	\$	1,118.24
OH4170R	Arrestor, Distribution. Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When	22	\$48.40	\$	94010000000
OH4190I	Applicable, Jumpers And Connection's). Unit Of Measure = Each. Bare Conductor, Any Size. Includes: Rollers, String, Rope, Conductor, And Cleanup. Unit Of Measure =	22043	\$0.51	\$	1,064.80
OH4190R	Per Foot, Per Conductor. Bare Conductor, Any Size. Includes: Rollers, Rog. Conductor, And Cleanup. Unit Of Measure =	14679	\$0.31	\$	11,241.93 2,495.43
OH4060I	Per Foot, Per Conductor. Bracket, Standoff (1 Or 2 Single Phase, Or 1 Or 2 Two Phase), Fiberglass. Includes: Drilling Pole, Bracket	20	\$25.07	\$	
OH4060R	And Mounting Hardware. Unit Of Measure = Each. Bracket, Standoff (1 Or 2 Single Phase, Or 1 Or 2 Two Phase), Fiberglass, Includes: Drilling Pole, Bracket	1	\$17.93	\$	501.40 17.93
OH4350I	And Mounting Hardware. Unit Of Measure = Each. Bracket, Transformer Mounting. Includes: Assemble Bracket And Mount Bracket, Unit Of Measure = Each.	2	\$36,19	\$	72.38
OH4350R	Bracket, Transformer Mounting, Includes: Assemble Bracket And Mount Bracket. Unit Of Measure = Each.	2		÷	27. 7.7
OH42401	Conductor, Extension, (bundled Conductor Considered As One Conductor), Up To 10'. Includes:	3	\$10.33	\$	20.66
OH4040I	Conductor, Temporary Jumper, And Splice's). Unit Of Measure = Each. Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting	1	\$97.23	\$	291.69
OH4040R	Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each. Crossarm Wood/fiberglass, Up To 10', Double. Includes: Drilling Pole, Crossarm, Braces And Mounting		\$84.46	\$	84.46
OH40301	Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each. Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting	27	\$77.13	\$	2,082.51
OH4030R	Hardware. Excludes Pins, Insulators, Deadends, Unit Of Measure = Each. Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting	80	\$38.54	\$	3,083.20
OH4410R	Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each. Cut Pole Top, Includes: Cut Pole And Remove Ground Wire As Required. Unit Of Measure = limit Of One	6	\$31.20	\$	187.20
OH4110I	Per Work Point Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required,	29		\$	72.41
OH4110R	Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each. Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	28	=1.5 NG() N	\$	1,544.54
OH4080I	Dead-end Conductor, Primary, Larger Than 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	48	Passablunder \$56.14	_	1,387.68 2,694.72

Sagging. Unit Of Measure = Per Conductor.

\$56.14 \$

2,694.72

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit		Estimated Cost
OH4080R	Dead-end Conductor, Primary, Larger Than 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	6	\$41.47	\$	248.82
OH4070I	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	144	\$30.79	-	4,433.76
OH4070R	Dead-end Conductor, Primary, Through 4/0 Wire: Includes: Institutor Androv Dead-end, Hardware, And	100	\$16.28		1,628.00
OH4090I	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag, Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	61	\$54.36	\$	3,315.96
OH4090R	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	41	\$27.15	\$	1,113.15
OH4115R	Disconnect, By-pass, Xarm Rh And Lh Pole Mounting For Reclosers Or Regulators, 25kv, 600a. Unit Of Measure = Set Of Three.	1	\$148.70	\$	148.70
OH4380I	Down Guy Or Pole To Pole Guy, Any Size, All Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	45	\$55.05	\$	2,477.25
OH4380R	Down Guy Or Pole To Pole Guy, Any Size, Ali Lengths. Includes: Pole And Anchor Attachment Hardware, Guy, Ground/guy Insulator As Required, Guy Tension, And Guy Guard. Unit Of Measure = Each.	30	\$34.84	\$	1,045.20
OH4121I	In-line/underslung Disconnect. Includes: Assemble Disconnect And Deadends, Install Disconnect And Deadends, Temporary Jumper, Sag (as Required), Jumpers And Connections. Unit Of Measure = Set Of Three.	1	\$285.07	\$	285.07
OH4100R	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary, Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Po	71	\$22.07	\$	1,566.97
OH4100I	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. Unit Of Measure = Each.	195	\$27.58	\$	5,378.10
OH4102R	Insulator, Double Pin, All Voltages Primary. Includes: Insulator, Pin, Drilling if Required, Hardware, And Securing Conductor To Insulator. Unit Of Measure = Each.	2	\$32.99	\$	65.98
OH4025I	Oh Jumper.permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure = Each.	168	\$59.73	\$	10,034.64
OH4025R	Oh Jumper permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure ≃ Each.	81	\$27.13	\$	2,197.53
OH4195R	Oh Secondary, Through 4/0, Through 4 Conductors, (does Not Include Bare Conductor) Includes: Secondary, Hardware, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, And Field Assembled Secondary. Does Not Include Transfer. See Oh4200.	537	\$1.54		826.98
OH4195I	Oh Secondary, Through 4/0, Through 4 Conductors. (does Not Include Bare Conductor) Includes: Secondary, Hardware, Jumpers, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, Deadends And Field Assembled Secondary. Does Not Include Tran	91	\$2.05	\$	186.55
OH4010I	Oh Set-up, New Construction, Large Projects (4 Work Points Worked Or More) Per Work Point Worked. Includes: Truck Set-up/breakdown, Tailboard, Personal Protective Equipment, Work Area Protection, Normal Traffic Control And Cleanup. Excludes Services For S	59	\$51.74	\$	3,052.66
OH4180I	Set Up/breakdown, Tensioner And Puller. Includes: Tensioner, Pulling Rig, Grounding, Pull Rope, Conductor Preparation And Conductor To First Roller. (any Number Of Conductors) Unit Of Measure = Each.	5	\$734.58	\$	3,672.90
OH4130I	Switch, Loadbreak, Gang Operated Or Scadamate. Includes: Uncrate, Assemble, Mount Switch, Arrestors, Temporary Jumpers, Grounds, Wildlife Protection, Operate Switch, Adjust As Needed, And Cleanup. Excludes Permanent Jumpers Unit Of Measure = Each.	1	\$1,024.62	\$	1,024.62
OH4130R	Switch, Loadbreak, Gang Operated Or Scadamate. Includes: Uncrate, Assemble, Mount Switch, Arrestors, Temporary Jumpers, Grounds, Wildlife Protection, Operate Switch, Adjust As Needed, And Cleanup. Excludes Permanent Jumpers Unit Of Measure = Each.	1	\$463.56	\$	463.56
OH4330I	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform, Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	\$141.30	\$	141.30
OH4330R	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	3	\$80.78	\$	242.34
PS1120I	Anchor, Concrete, Machine Dig. Includes: Load Anchor/rod/concrete, Locates, Assemble Anchor, Setup/breakdown, Dig Hole, Install Anchor, Mix & Install Concrete, Rod Concrete, Backfill/tamp, Remove Spoil, And Cleanup. Use Only When Installing Anchors As Per	1	\$481.79	\$	481.79
PS1090	Anchor, Expanding/plate. Machine Dig. Includes: Load Anchor/rod, Locates, Assemble Anchor, Setup/breakdown, Dig Hole, Install Anchor W/ Rod, Backfill, Tamp, And Cleanup. Unit Of Measure = Each.	45	\$171.71	\$	7,726.95
PS1160i	Ground Rod, Dirt. Includes: Load Ground Rod, Clamp, Connector, Conductor As Required, Locates, Excavate Site, Install Ground Rod, Install Conductor, Make Connections, Backfill, And Cleanup. Unit Of Measure = Each.	16	\$52.47	\$	839.52
PS1010I	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup, And Ha	34	\$483.07	\$	16,424.38
PS1010R	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Hauf Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fin, Driven Ground (removal Only), Cleanup, And Ha	5	\$221.54	\$	1,107.70
PS1032I	Pole, Wood, 65', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fin, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit	4	\$569.83	\$	2,279.32
PS1000f	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Hauf Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fin, Driven Ground (removal Only), Cleanup And Haul-off Of Spoi	10	Page Number \$363.84		3,638.40

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	E	stimated Cost
PS1000R	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fin, Driven Ground (removal Only), Cleanup And Haul-off Of Spoi	23	\$238.71	\$	5,490.33
SV9000R	Oh Service, Duplex Or Triplex, Any Size, Any Length. Includes: Setup/breakdown, Any Necessary Cover, Service, Decadents), Hardware, Connections On Both Ends, Sag, Voltage Test, And Cleanup. (removal Includes Open Wire Or Bundled.) Excludes Field Assembled	5	\$114.28	\$	571.40
UT6030I	Pole Riser, Through 3". Includes: Setup/breakdown, Hardware, Conduit W/pull String And Brackets As Needed. Unit Of Measure = Each.	3	\$187.81	\$	563.43
UT6030R	Pole Riser, Through 3". Includes: Setup/breakdown, Hardware, Conduit W/puil String And Brackets As Needed. Unit Of Measure = Each,	3	\$137.05	\$	411.15
SL8100R	Additional Streetlight Arm And Luminaire Or Guardlight. Includes: Arm, Luminaire, Lamp, Photo Electric Cell, Conductor, And Connection. Unit Of Measure = Each.	1	\$44.88	\$	44.88
SL8000R	Streetlight, Arm/head Assembly On Standard Or Wood Pole Through 6'. Includes: Setup/breakdown, Arm, Head, Photocell, Wiring/fuse, Connections, Ground, Associated Mounting Hardware And Test. Unit Of Measure = Each.	4	\$71.10	\$	284.40
	Additional Labor to install concrete poles, for pole depths, concrete, labor & crane	4	\$7,740.00	\$	30,960.00
TOTALS				\$15	54,340.90



3264595 U14696 AUSTIN WILLIAMSON

ONCOR Project: TXDOT U-No.: District: County: Federal Proj. No.: ROW CSJ No.: CCSJ No:

N/A 0683-01-092 Const CSJ: RM 620

Highway No.: From:

DEEPWOOD DRIVE

To:

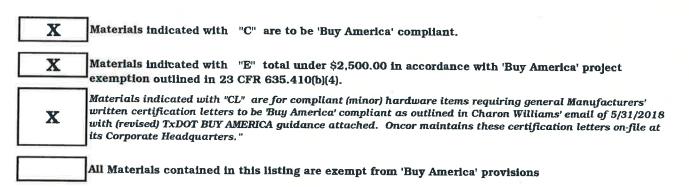
IH-35

				Material List		100	17/2
Buy America	Estimated Quantity	Estimate Unit		Description	Estimated Cost Per Uni	Est	imated Cos
				Buy America Hardware			12.12
E	1	EA	300602	Line Hardware, Bracket, Terminator and Ar	\$ 40.35	\$	40.3
E	9	EA	302049	Fasteners,Nut, Oval Eye, 11 Tpi, Galv	\$ 4.17	\$	37.5
E	67	EA	302050	Fasteners, Nut, Oval Eye, 10 Tpi, Galv	\$ 1.08	\$	72.3
E	8	EA	302420	Fasteners, Washer, Round, 7/16 in ID, 3/8	\$ 0.04	\$	0.3
Ē	6	EA	302428	Fasteners, Washer, Lock, 1/2 IN	\$ 0.03	\$	0.11
E	6	EA	302437	Fasteners, Washer, Round, 9/16 in ID, 1/2	\$ 0.07	-	0.4
E	1	EA	303568	Fasteners, Screw, Lag, 2.5 IN, Fetter Dri	\$ 0.52	+	0.52
E	1	EA	304160	Line Hardware, Bracket, Cutout/Arrester	\$ 5.07	+	5.07
E	39	EA	304173	Line Hardware, Insulator Pin	\$ 3.54	\$	138.06
E	44	EA	304175	Line Hardware, Plale, Pole Eye, Galv Duct	\$ 5.36	s	235.84
E	1	EA	304176	Line Hardware, Plate, Pole Eye, Double Ey	\$ 44.76	+	44.76
E	8	EA	304792	Fasteners, Bolt, Mach, Square	\$ 0.50	\$	4.00
E	288	EA	305172	Fasteners, Washer, Square, 13/16 IN, 3/4	\$ 1.35	s	388.80
E	324	EA	305174	Fasteners, Washer, Square, 13/16 IN, 3/4	\$ 0.19	\$	61.56
E	18	EA	305605	Line Hardware, Bracket, Cutout Mounting.	\$ 8.98	\$	161.64
E	19	EA	308159	Line Hardware,Pin_Crossarm, Gs, 5/8 X 1-	\$ 3.20	\$	60.80
E	18	EA	308167	Fasteners, Screw, Lag, 1.75 IN, Fetter Dr	\$ 0.31	\$	5.58
E	58	EA	309949	Line Hardware Rack, Secondary, 1 Pt Clev	\$ 1.83	s	106.14
E	1	EA	310006	Anchor Disc-type 15in Nom DIA for 3/4IN ROD 177 SQ	\$ 23.13	\$	23.13
E	1	EA	310009	Line Hardware, Anchor Rod, Twineye, 3/4 i	\$ 34.57	\$	34.57
E	1	EA	310626	Line Hardware, Hook, Drive	\$ 0.50	\$	0.50
E	5	EA	310630	Line Hardware, Anchor_Rod, Twineye, 3/4 i	\$ 12,52	s	62,60
E	6	EA	311172	Fasteners, Bolt, Gr A, Hex	\$ 0.18	\$	1.08
E	6	EA	311350	Line Hardware, Link, Extension, Clevis-Ey	\$ 6.52	\$	39.12
E	162	EA	323811	Fasteners, Washer, Curved Plate, 13/16 IN	\$ 1.59	\$	257.58
E	8	EA	902762	Line Hardware, Bracket, Cutout Mounting,	\$ 11.55	\$	92.40
					TOTAL	\$	1,874.91
		The sum tota	of cost of B	uy America line Items did not exceed the \$2500 exempti	ng threshold	\$	2,500.00
				Amount below threshold		\$	625.09
	ME HIER	Market Name		Buy America Requiring Compliance			
CL	3	EA	301580	Fasteners,Bolt, Double Arming, Full	\$ 4.20	\$	12.60
CL	131	EA	301587	Fasteners,Bolt, Mach, Square	\$ 2.75	\$	360,25
CL	40	EA	313508	Line Hardware,Anchor_Rod, Tripleye, 1 in	\$ 47.72	\$	1,908.80
CL	140	EA	301609	Fasteners,Bolt, Oval Eye	\$ 3.64	\$	509.60
CL	132	EA	301636	Fasteners, Bolt, Mach, Square	\$ 1.75	\$	231.00

CL	265	EA	302439	Fasteners, Washer, Double Coil Spring, 5/	\$	0.60	\$	159.0
CL	277	EA	302440	Fasteners, Washer, Double Coil Spring, 3/	\$	0.6	5 \$	180.0
CL	33	EA	304782	Fasteners,Bolt, Double Arming, Full	\$	7.10	\$	234.3
CL	147	EA	310425	Line Hardware,Pin_Crossarm, Galv Steel,	\$	8.30	\$	1,220.1
CL	7	EA	318729	Line Hardware,Pin_Crossarm, Galv Steel,	\$	5.32	2 \$	37.2
С	1300	FT	303578	Line Hardware, Wire, Guy, 5/16 in, EHS, 7	\$	0,28	\$	364.0
С	1000	FT	303583	Line Hardware, Wire, Guy, 7/16 in, EHS, 7		0.46		100.0
С	20	EA	304188	Line Hardware, Grip, Deadend, Guywire, Gr	\$	0.40	_	400.0
С	2	EA	311505		\$	2.45	_	49.0
С	1	EA	393485	Pole,Concrete, Distribution, 60 FT, Pres Pole,Concrete, Distribution, 55 FT, Pres	\$	3,504.60	_	7,009.2
С	1	EA	476473		\$	3,555.20	_	3,555.2
C	1	EA	485523	Pole Concrete, Distribution, 70 FT, Pres	\$	5,007.20		5,007,2
C	1	EA	487557	Pole, Concrete, Distribution, 75 FT, Pres	\$	4,920.30	$\overline{}$	4,920.3
			487007	POLE,CONCRETE, DIST, 70 FT,PRESTRESSED,	\$	4,550.70	. \$	4,550,7
					то	TAL	\$	30,708.5
- 4/10/10	SEVERSONA		S I GARGINE					
			eriorise protor	Non Buy America Material Material Loading	20/45		\$	EG 720 0
	6	EA	901534	Arrester, Dist, 21kV, Composite, MOV	\$	33.31	\$	56,739.9
	10	EA	901534	Arrester, Dist, 21kV, Composite, MOV	\$		\$	199.8
	2	EA	308215	Cable Accessories Grip, Cable, Offset Ey	$\overline{}$	33.31	-	333.1
	1	EA	312361	Cable Accessories, Grip, Cable, Offset Ey	\$	8.72	\$	17.4
	18	FT	303347	Conductor, Cable, 5 kV KV, 1/c, #6, Cu, S	\$	6.81	\$	6.8
	230	FT	303347	Conductor, Cable, 5 kV KV, 1/c, #6, Cu, S	\$	0.54	\$	9.7
	73.5	FT	303350		\$	0.54	\$	124.2
	70	FT	303300	Conductor, Cable, DPX/UC, 600 V VOLT, 1/c	\$	0.21	\$	15.4
	23.1	FT	303351	Conductor,Cable, QPX/UG, 600 V VOLT, 3/c	\$	1.31	\$	91,7
	25.3	FT	303302	Conductor, Cable, TPX/I/C, 600 V VOLT, 2/c	\$	0.59	\$	13.6
	30	FT	303302	Conductor, Cable, TPX/UG, 600 V VOLT, 2/c	\$	0.94	\$	23.7
	29.86	LB	303302	Conductor, Cable, TPX/UG, 600 V VOLT, 2/c	\$	0.94	\$	28.2
	10.15	LB		Conductor, Wire, Bare, #2	\$	1,97	\$	58.8
	615.08	LB	303219	Conductor,Wire, Bare, #2	\$	1.97	\$	20.00
	446.19	LB	303231	Conductor,Wire, Bare, #2	\$	1.56	\$	959.5
	18.82		303231	Conductor,Wire, Bare, #2	\$	1.56	\$	696.0
	172.2	LB	303230	Conductor, Wire, Bare, #4	\$	1.72	\$	32.3
	2.52	LB	303225	Conductor,Wire, Bare, #4/0	\$	1.60	\$	275.52
		LB	310091	Conductor, Wire, Bare, #6, DSA	\$	3,54	\$	8,92
	1.12	LB	310091	Conductor, Wire, Bare, #6, DSA	\$	3.54	\$	3,96
	11.34	LB	310091	Conductor, Wire, Bare, #6, DSA	\$	3,54	\$	40.14
	0.48	LB	303244	Conductor, Wire, Bare, #6, SD	\$	4.28	\$	2,05
	0.8	LB	303244	Conductor,Wire, Bare, #6, SD	\$	4.28	\$	3.42
	8847.6	LB	303229	Conductor, Wire, Bare, 795 Kcmil	\$	1.63	\$	14,421.59
	22,5	LB	303229	Conductor, Wire, Bare, 795 Kcmil	\$	1.63	\$	36,68
	3	EA	300341	Conduit, Fitting, Elbow, PVC Sch 40, 90,	\$	3.83	\$	11.49
	16	EA	305836	Connector, C-Body, Compression, Cu, Cu-Cu	\$	0.39	\$	6.24
	18	EA	304147	Connector, Clamp, Deadend	\$	20.48	\$	368.64
	2	EA	304147	Connector,Clamp, Deadend	\$	20.48	\$	40.96
	26	EA	304151	Connector, Clamp, Deadend	\$	10.05	\$	261,30
	29	EA	304161	Connector, Clamp, Deadend, Side Open	\$	5.47	\$	158.63
	6	EA	304161	Connector, Clamp, Deadend, Side Open	\$	5.47	\$	32.82
	57	EA	304161	Connector, Clamp, Deadend, Side Open	\$	5.47	\$	311.79
	60	EA	304162	Connector, Clamp, Deadend, Side Opening	\$	12.64	\$	758.40
	7	EA	304166	Connector,Clamp, Deadend, Side Opening	\$	11.00	\$	77.00
	16	EA	300550	Connector,Clamp, Ground	\$	0.84	\$	13.44
	16	EA	300007	Connector, Clamp, Holline	\$	6.31	\$	100.96

		T			 	-	
	16	EA	300008	Connector, Clamp, Hotline	\$ 14.19	\$	227.04
	1	EA	311277	Connector, Clamp, Perp Clevis, Angle Susp	\$ 7.17	\$	7,17
	26	EA	304185	Connector, Grip, Deadend, Guywire, Black,	\$ 1.42	\$	36.92
	6	EA	305481	Connector, Grip, Deadend, Slack Span, Alo	\$ 4.39	\$	26,34
	36	EA	305482	Connector, Grip, Deadend, Slack Span, Alo	\$ 4.26	\$	153.36
	26	EA	305482	Connector, Grip, Deadend, Slack Span, Alo	\$ 4.26	\$	110.76
	3	EA	304139	Connector, Grip, Deadend, Slack Span, Gre	\$ 6.79	\$	20,37
	9	EA	304138	Connector, Grip, Deadend, Slack Span, Ora	\$ 5,66	\$	50.94
	36	EA	304141	Connector,Grip, Deadend, Slack Span, Ora	\$ 6.11	\$	219,96
	221	EA	304840	Connector,H-Body, Compression, Al, Al-Al	\$ 0,33	\$	72.93
	6	EA	300514	Connector,Terminal, Lug	\$ 4.43	\$	26.58
	3	EA	300197	Connector, Wedge, Impact, Al Alloy Body,	\$ 21.09	\$	63_27
	6	EA	300214	Connector, Wedge, Impact, Al Alloy Body,	\$ 10,39	\$	62.34
	9	EA	304962	Connector, Wedge, Impact, Al Alloy Body,	\$ 21.09	\$	189.81
	54	EA	329516	Connector, Wedge, Impact, Al Alloy Body,	\$ 21.18	\$	1,143.72
	60	FT	311596	Electrical Supplies,Conduit, PVC, 80, 2	\$ 0.94	\$	56.40
	30	FT	311596	Electrical Supplies, Conduit, PVC, 80, 2	\$ 0.94	\$	28.20
	16	EA	300524	Electrical Supplies,Rod, Ground, Copper	\$ 9,82	\$	157.12
	6	EA	397340	Electrical Supplies, Strap, Conduit, 4 Ho	\$ 2.16	\$	12.96
	3	EA	397340	Electrical Supplies, Strap, Conduit, 4 Ho	\$ 2.16	\$	6,48
	3	EA	302780	Fuse, Cutout, Open, Single Vent, 25 KV, 1	\$ 48.86	\$	146.58
	26	EA	302780	Fuse,Cutout, Open, Single Vent, 25 KV, 1	\$ 48.86	\$	1,270.36
	3	EA	302610	Fuse,Link, Removable Buttonhead, Univers	\$ 4.56	\$	13.68
	6	EA	310644	Fuse,Link, Removable Buttonhead, Univers	\$ 4.29	\$	25.74
	14	ĒΑ	479045	Fuse,Link, Removable Buttonhead, Univers	\$ 4.33	\$	60,62
	2	EA	479064	Fuse,Link, Removable Buttonhead, Univers	\$ 4.56	\$	9.12
	2	LB	302064	Industrial,Duct_Seal, Compound, Pliable	\$ 2.96	\$	5.92
	1	* LB	302064	Industrial,Duct_Seal, Compound, Pliable	\$ 2.96	\$	2.96
	11	EA	408246	Industrial, Label, Fln (Facilities Locati	\$ 0.61	\$	0.61
	9	EA	476045	Industrial,Label, Fln (Facilities Locati	\$ 1.30	\$	11.70
	1	EA	314422	Industrial,Lock, Substation and General	\$ 6.49	\$	6.49
	1	EA	314422	Industrial,Lock, Substation and General	\$ 6.49	\$	6.49
	54	EA	314428	Industrial, Plate, FLN, 6 X 5 X 0.018 IN,	\$ 0.97	\$	52.38
6	26	EA	302995	Insulator, Guy, Guy Strain, 15000-LB, 36.	\$ 11.55	\$	300.30
	18	EA	302993	Insulator, Guy, Guy Strain, 21000 LB, 36.	\$ 15.91	\$	286.38
	2	EA	302993	Insulator, Guy, Guy Strain, 21000 LB, 36.	\$ 15,91	\$	31.82
	4	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46	\$	17.84
	15	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46	\$	66.90
	101	EA	302977	Insulator,Pin, Radio Free, F-Neck, Gray,	\$ 4.46	\$	450.46
	3	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46	\$	13,38
	43	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46		191.78
	4	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46		17.84
	3	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46		13.38
	3	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46		13.38
	33	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$ 4.46		
	3	EA	302977	Insulator, Pin, Radio Free, F-Neck, Gray,	\$	\$	147.18
	49	EA	302989	Insulator, Spool, Spool, Secondary, Gray,	\$		13,38
	9	EA	302989	Insulator, Spool, Spool, Secondary, Gray,		\$	28.91
	59	EA	315035	Insulator, Suspension, Suspension, 25 KV	\$	\$	5.31
	33	EA	315035	Insulator, Suspension, Suspension, 25 KV		\$	741.04
	7	EA	315035		\$	\$	414.48
	3	EA		Insulator, Suspension, Suspension, 25 KV	\$	\$	87.92
	22		315035	Insulator, Suspension, Suspension, 25 KV	\$	\$	37.68
	18	EA	304229	Line Hardware, Anchor, Plate, 8 Way Expan	\$ 	\$	380 60
	10	EA	310003	Line Hardware, Anchor, Plate, Expanding	\$ 29.52	\$	531.36

 y America and No							
 					AL	\$	133,148.6
3	EA	303024	Switch,Switch_Disconnect, Line Tension,	\$	188.82	\$	566.4
1	EA	429545	Switch,Mv, Airbreak, Symm Horiz Break, 3	\$	2,278.89	\$	2,278.8
11	EA	397346	Structure,Pedestal, Ug Serv, HDPE, 10 X	\$	157.90	\$	157.9
51	KT	314040	Structure,Foarn, 7 CF, 70 Psi Mininum Com	\$	83,25	\$	4,245.7
2	EA	503935	Struclure, Crossarm, Standard Tangent, Br	\$	130.16	\$	260.
42	EA	503934	Structure, Crossarm, Standard Tangent, Br	\$	112.03	\$	4,705.
3	EA	302884	Structure, Crossarm, Dist, Penla Treated	\$	21.05	\$	63.
2	EA	302884	Structure, Crossarm, Dist, Penta Treated	\$	21.05	\$	42
1	EA	482990	Structure, Crossarm, Deadend, Braceless	\$	256.94	\$	256
32	EA	481628	Structure, Crossarm, Deadend, Braceless	s	230.01	\$	7,360
2	EA	452499	Structure,Bracket, Transf Mtg, Wing Type	\$	109.07	\$	218
6	EA	302881	Structure, Brace, Crossarm, 38 IN, Penta	\$	2.85	\$	17
2	EA	302881	Structure, Brace, Crossarm, 38 IN, Penta	\$	2.85	s	
38	EA	318482	Protection, Guard, Wildlife	\$	3.13	\$	118
5	EA	301545	Pole, Wood, Transmission, 65 FT, Cl 3, Ro	\$	974.52	\$	4,872
7	EA	310363	Pole,Wood, Transmission, 60 FT, Cl 3, Ro	\$	556.70	\$	3,896
2	EA	307364	Pole,Wood, Distribution, 55 FT, CI 1	\$	671.69	\$	1,340
11	EA	301535	Pole,Wood, Distribution, 50 FT, CI 3	\$	457.04	\$	5,02
2	EA	301536	Pole,Wood, Distribution, 50 FT, CI 1	\$	578.22	\$	1,150
9	EA	301534	Pole,Wood, Distribution, 45 FT, Cl 3	\$	350.37	\$	3,15
2	EA	302414	Pole,Wood, Distribution, 40 FT, CI 3	\$	348.22	\$	69
10	EA	301539	Pole,Wood, Dist, 55 FT, Cl 3	\$	688.41	\$	6,88
40	EA	305429	Line Hardware, Tie, Conductor, Spool, 1-3	\$	2.06	\$	8
1	EA	305428	Line Hardware, Tie, Conductor, Spool, 1-3	s	1.95	s	
64	EA	305439	Line Hardware, Tie, Conductor, Single, To	\$	3.92	\$	25
9	EA	305438	Line Hardware, Tie, Conductor, Single, To	\$	3.50	s	3
3	EA	305438	Line Hardware, Tie, Conductor, Single, To	\$	3.50	+-	13
60	EA	305434	Line Hardware, Tie, Conductor, Single, To	\$	2.26	\$	13
36	EA	305516	Líne Hardware, Tie, Conductor, Double, Si	\$	6.09	+	21
9	EA	305515	Line Hardware, Tie, Conductor, Double, Si	\$	5.99	+	5
3	EA	305427	Line Hardware, Tie, Conductor, Double, Si	\$	7.72	-	
2	EA	304186	Line Hardware, Guy Guard, Marker, 8.0 FT,	\$	1.90	-	3
18	EA	304186	Line Hardware, Guy_Guard, Marker, 8.0 FT,	\$ \$	1.90	+-	4
20	EA EA	302860 304186	Line Hardware, Bracket, Standoff, 15 Deg Line Hardware, Guy Guard, Marker, 8.0 FT,	\$	25.06	-	50



Utility agrees to comply with Buy America provisions in accordance with TxDOT / FHWA guidance for

Initial Date

Initial Date





3264595

TXDOT U-No.:

U14696 AUSTIN

District:

WILLIAMSON

County: Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

RM 620

From: To: **DEEPWOOD DRIVE**

IH-35

Buy America		Attachm Voucher E				
	Description	Description Quantity Unit		stimated st Per Unit	Estimated Total Cost	
	SURVEYING	6	DAYS	\$ 900.00	\$	5,400.00
	TREE TRIMMING	14	DAYS	\$ 1,250.00	\$	17,500.00
				-197	\$	
					\$	
					\$	
					\$	
					\$	120
					\$	22,900.00

Materials indicated with * are to be 'Buy America' compliant.

All materials contained in this listing are exempt from 'Buy America' provisions.

Utility agrees to comply with Buy America provisions in accordance with TxDOT / FHWA guidance for all utility work performed and accomplished in furtherance of this agreement. Certification, where indicated, will be provided with the FINAL billing

Initial Date
TxDOT

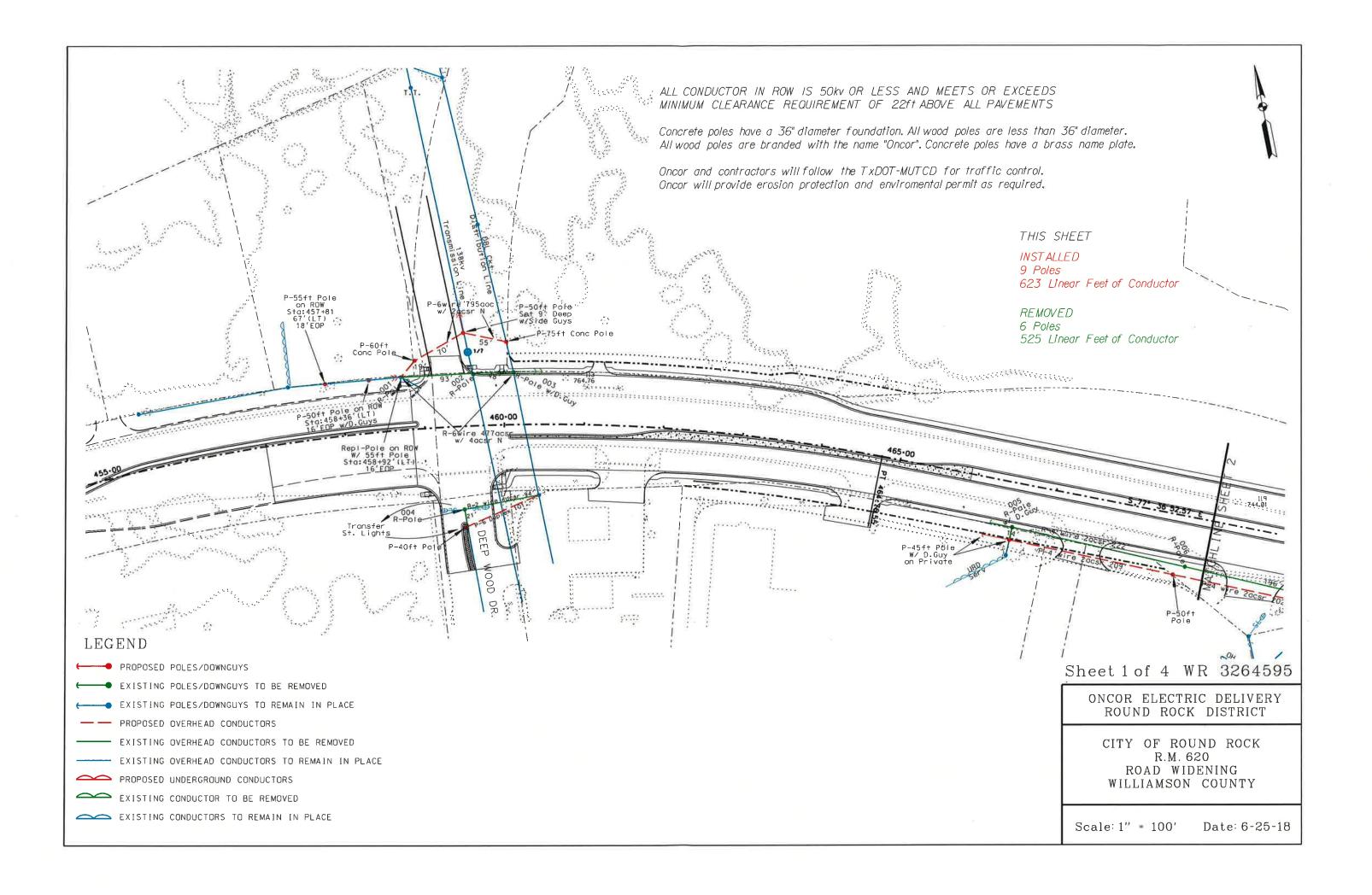
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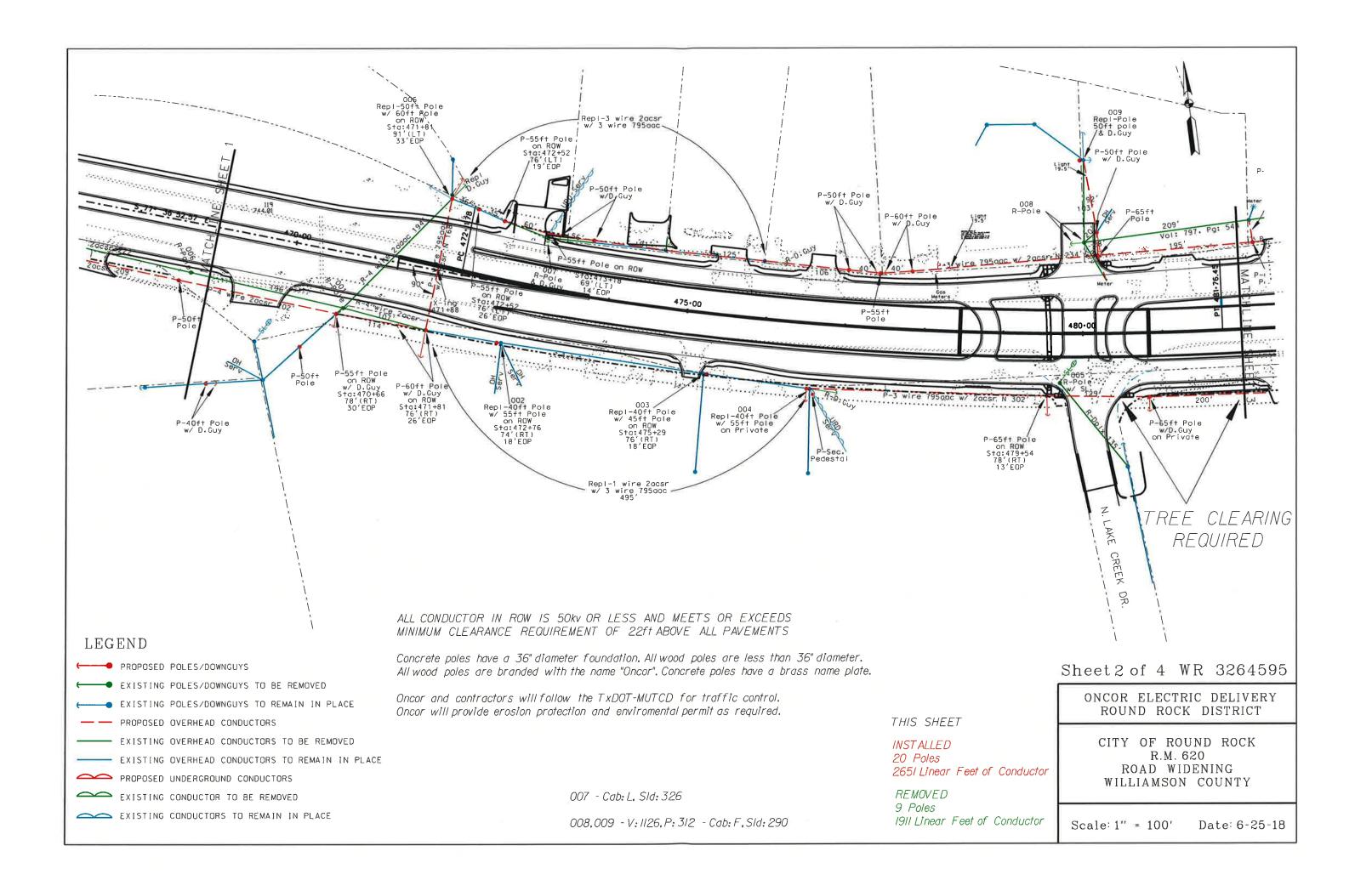
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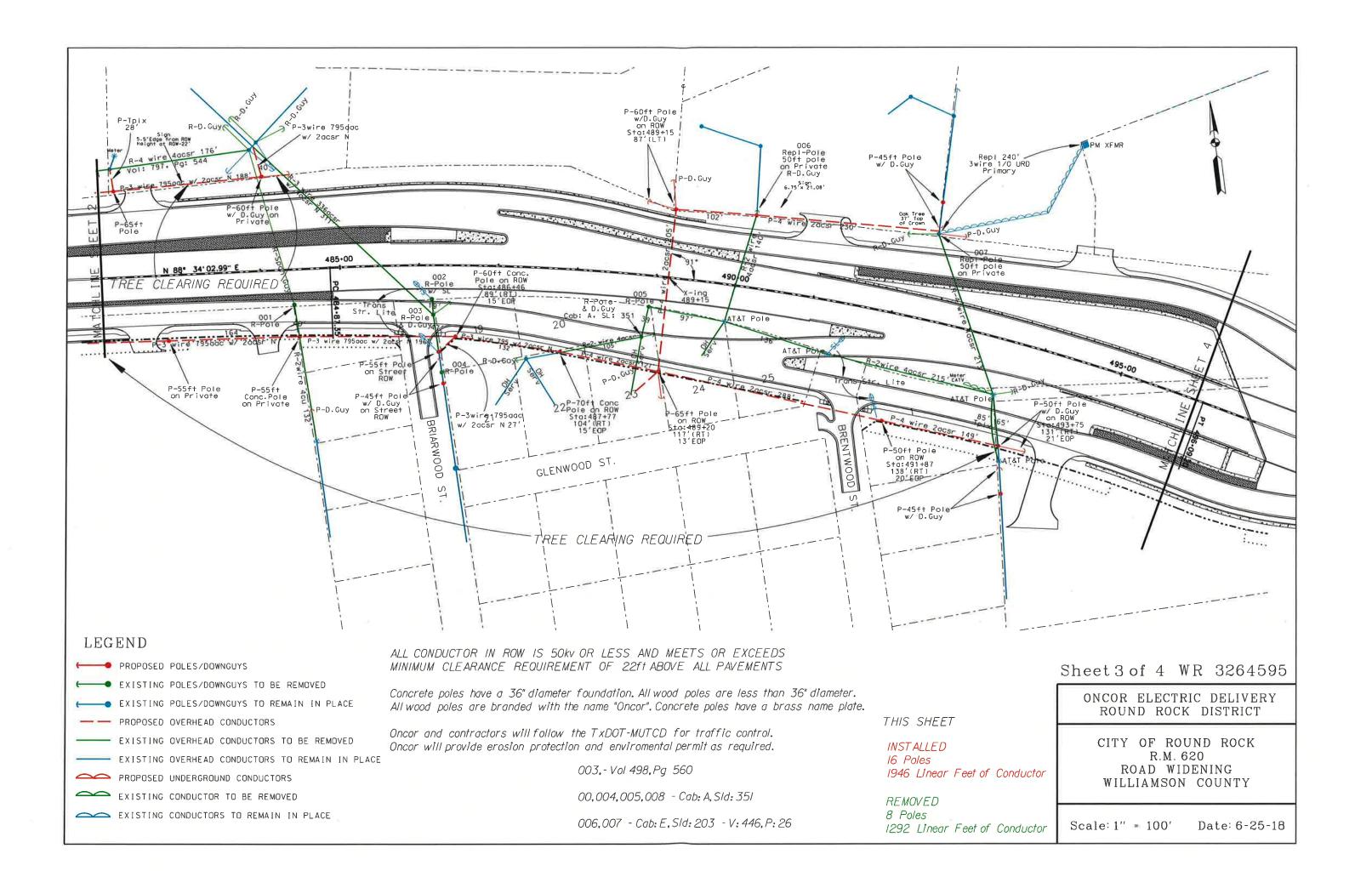
Date

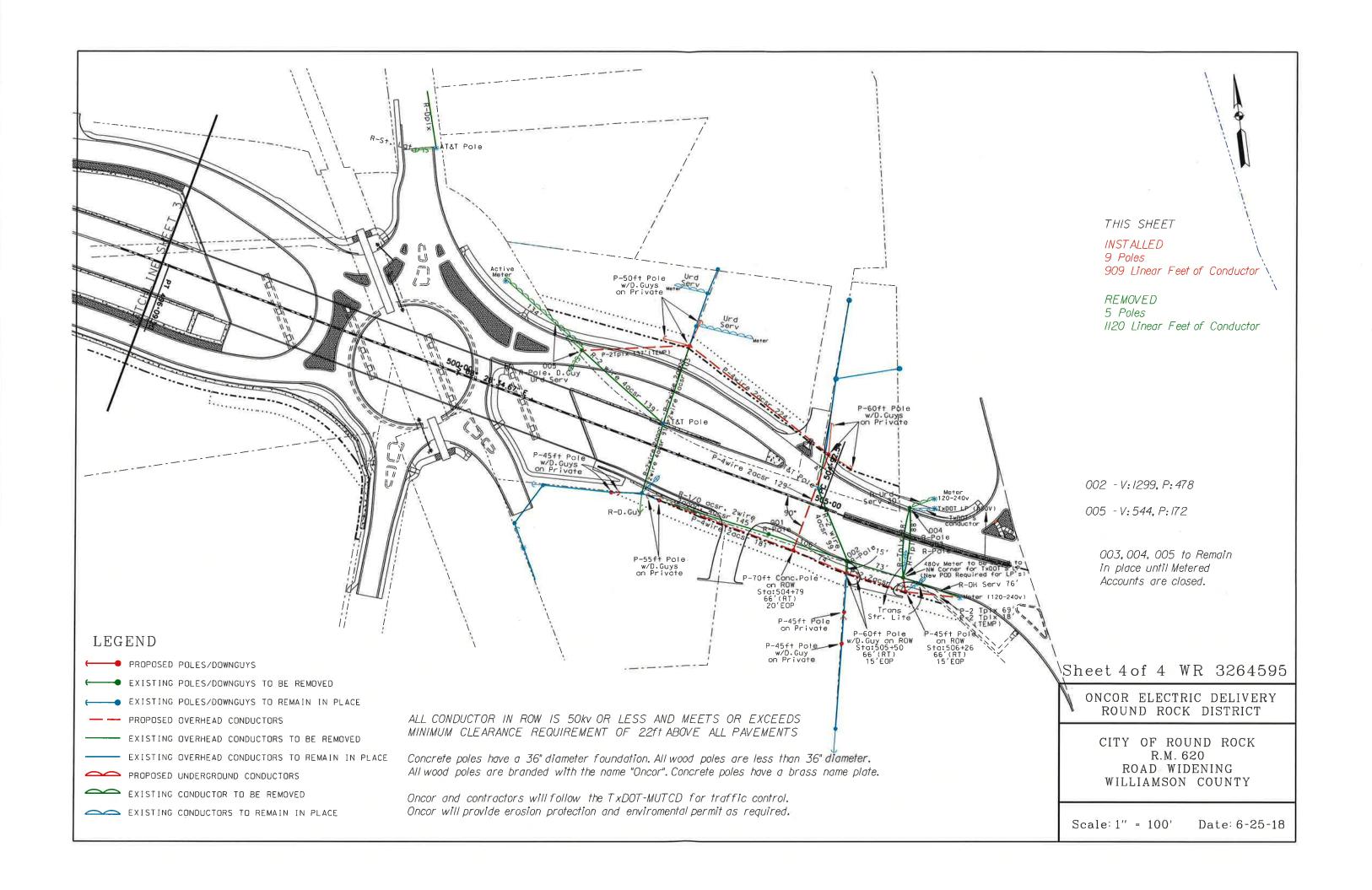
Utility

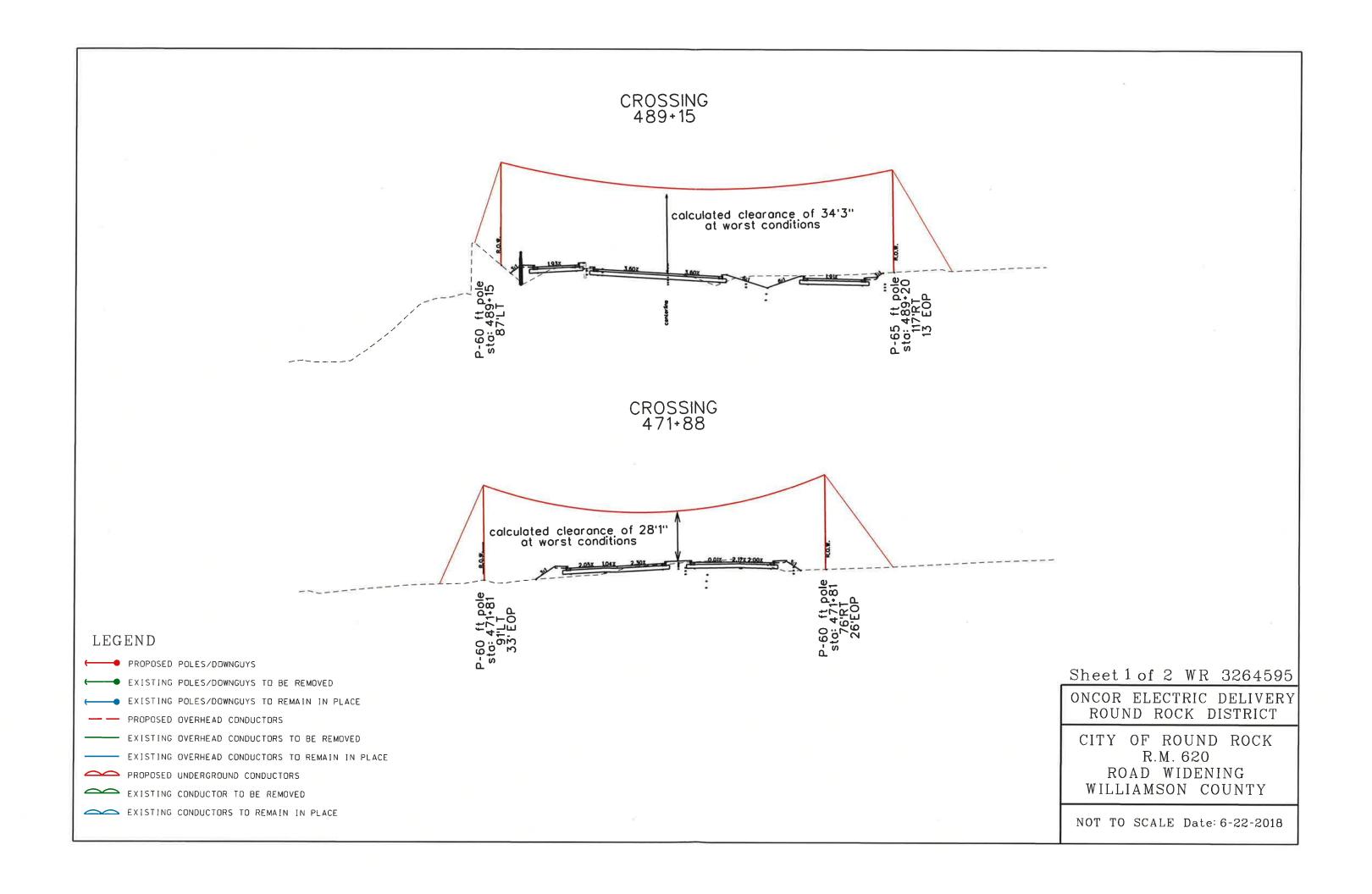




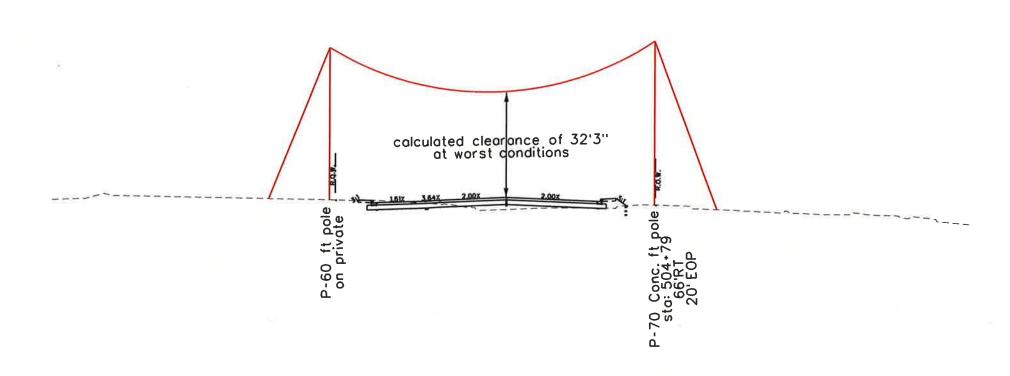












LEGEND

PROPOSED POLES/DOWNGUYS

EXISTING POLES/DOWNGUYS TO BE REMOVED

EXISTING POLES/DOWNGUYS TO REMAIN IN PLACE

— — PROPOSED OVERHEAD CONDUCTORS

EXISTING OVERHEAD CONDUCTORS TO BE REMOVED

-- EXISTING OVERHEAD CONDUCTORS TO REMAIN IN PLACE

PROPOSED UNDERGROUND CONDUCTORS

EXISTING CONDUCTOR TO BE REMOVED

EXISTING CONDUCTORS TO REMAIN IN PLACE

Sheet 2 of 2 WR 3264595

ONCOR ELECTRIC DELIVERY ROUND ROCK DISTRICT

CITY OF ROUND ROCK
R.M. 620
ROAD WIDENING
WILLIAMSON COUNTY

NOT TO SCALE Date: 6-22-2018



3264595

TXDOT U-No.:

U14696

District:

AUSTIN

County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ: Highway No.: N/A RM 620

From:

DEEPWOOD DRIVE

To:

IH-35

Attachment "B"

Utility Accounting Method



Actual Cost Method of Accounting The "Actual Cost Method of Accounting" should be designated on Attachment "B" when the utility accumulates costs under a work order accounting procedure prescribed by a Federal or State regulatory body; and the utility proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

The "Lump Sum Method of Accounting" should be designated on Attachment "B" when the utility proposes to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Alternative Method of Accounting The "Alternative Method of Accounting" should be designated on Attachment "B" when the utility accumulates costs under an accounting procedure developed by the utility and approved by the State; and, the utility proposes to request reimbursement for actual direct and indirect costs; and the utility owner is a **MUNICIPALITY**.



3264595

TXDOT U-No.:

U14696 AUSTIN

District: County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

RM 620

From:

DEEPWOOD DRIVE

To:

IH-35

Attachment "C"

Utility Schedule of Work and Estimated Date of Completion

Estimated

Start Date *

September 15, 2018

61

Estimated

Number of

Days

For

Completion

Estimated

Completion

Date **

November 15, 2018

* Start date is based on receipt of signed TXDOT contract.

** Completion date is for construction phase only. This period does not include time allotment to capture trailing charges needed for project invoicing. Removal of existing poles in the new road ROW is contingent on all foreign pole contracts being removed in an expeditious manner.

Note:

In the event that it becomes necessary, and/or at TXDOTs request, Oncor will ask if crews will work 7 days per week (their volitional option and does not including holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. OED will work with TXDOT in the event that a Supplemental Agreement is necessary if the costs exceed 25% rule stated in Utility Manual.



3264595

TXDOT U-No.:

U14696

District:

AUSTIN

County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ Highway No.: N/A RM 620

From:

DEEPWOOD DRIVE

To:

IH-35

Attachment "D"

Statement Covering Contract Work

(TXDOT Utility Manual: Chapter 7, Section 3, Page 9)

(Attach TXDOT Right-of-Way Form - ROW-U-48 Here)



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK

Form ROW-U-48 (Rev. 11/17) Page 1 of 1

(AS APPEARING IN ESTIMATE)

U-Number: <u>U</u> 1	14696
ROW CSJ Number: 0683-01-092	District: Austin
County: Williamson	Highway No.: RM 620
Federal Project No.: N/A	
I, Keith Hull	, a duly authorized and qualified representative of
Oncor Elecrtric Delivery facts and make the following statements in respect to work estimate to which this statement is attached.	, hereinafter referred to as Owner , am fully cognizant of the will or may be done on a contract basis as appears in the
It is more economical and/or expedient for Owner to contribe to perform the necessary work on this project with its own	act this adjustment, or Owner is not adequately staffed or equipped forces to the extent as indicate on the estimate.
Procedure to be	Used in Contracting Work
 A. Solicitation for bids is to be accomplished through qualified bidder who submits a proposal in conformed. 	gh open advertising and contract is to be awarded to the lowest ormity with the requirements and specifications for the work to be
contractors and such contract is to be awarded to	culating to a list of pre-qualified contractors or known qualified on the lowest qualified bidder who submits a proposal in conformity work to be performed. Such presently known contractors are listed
1.5	
2. 3.	
4.	
5.	
C. The work is to be performed under an existing co for Owner and under which the lowest available under an existing contract, give detailed information	ontinuing contract under which certain work is regularly performed costs are developed. (If only part of the contract work is to be done tion by attachment hereto.)
is attached to the estimate in order to obtain the	oing requirements and therefore evidence in support of its proposal concurrence of the State, and the Federal Highway Administration ag action thereon (approval of the agreement shall be considered as
awarded by the State. In the best interest of both the plans and specifications for this work in the g	ent of the State, will be included in the construction contract the State and the Utility , the Utility requests the State to include eneral contract for construction of Highwaywith the other construction operations; and the construction
contract is to be awarded by the State to the low requirements and specifications for the work to b	est qualified bidder who submits a proposal in conformity with the
Signature Leith Shall	8-23-20N
Vice President of Distribution Operation	\vec{n}



ONCOR Project: TXDOT U-No.: District:

3264595 U14896 AUSTIN

County: Federal Proj. No.: ROW CSJ No.:

WILLIAMSON N/A 0683-01-092

Const CSJ: Highway No.: From: To: N/A RM 620

DEEPWOOD DRIVE #1-35

Attachment "E"

Utility Joint Use Acknowledgment

The appropriate use and occupancy form to be used is determined by whether or not a property interest exists by the utility <u>fafter relocation is complete</u>). If a property interest will exist <u>(after relocation is complete</u>), use Form ROW-U-JUAA, Joint Use Agreement. If <u>no</u> property interest will exist, use a Utility Installation Request <u>(which is for relimbursable_AND_non-relimbursable_projects)</u>. The UIR is submitted electronically to TXDDT.

Note

A reimbursable package cannot be submitted to TXDOT without the UIR approval form included.

Utility Installation Request - Electroncially Submitted X

If a utility relocates off its existing property interest (graphs extended for the new facility) or restrictive right I within TxDOT right of way, Form MNT 1082, Utility Installation Request about be executed for the new facility

Cocce Personnel to Reference WR Number, U-Number, and the word REIMBURSABLE in the Concentration Field

Accessed Form of the UIR with "TXDOT's Approval - For Oncor U-40 Signature Authority's Review

Utility Joint Use Acknowledgment

(Attach TXDOT Right-of-Way Form - ROW-U-JUA Here)

If the old or existing waterment is not refinquished by quitclaim or acquisition, Form ROW-U-JUAA should be executed to document the existence of the easement on TxDOT right of way





Utility Installation Request

PERMIT NU	MBER pending	
	GLOBAL POSITIONING SYST NORTH AMERICAN DATUM 1 IN DECIMAL DE	983. (1993 ADJUSTMENT)
	LATITUDE (DI	D) LONGITUDE (DD)
BEGIN	30.512713	-97.702117
END	30 509903	07 687365

	END	30.509903		-97.687365	1	
To the Texas Transpo	rtation Commission					
c/o District Engineer T	exas Department of	Transportation			Date	8/10/2018
	Austi	n		, Texas		
Formal notice is hereb			npany LLC	-		
proposes to place a re	elocation of OH facilit	ies.				
line within the right of v	way of,	RM	, Displ.	, to RM	Displ.	ir
WilliamsonCo	ounty Texas, MNT S			ows: (give location, length, ge		
Use additional sheet a	s needed)			(0	moral do	oigii, oto.
road widening project o	of conductor. It is prop on FM 620 starting at E	posed to remove 28 Deepwood Drive an	3 poles and 484 d ending at IH	506+26 consisting of installing 48 ft of conductor. This is requises in Round Rock. The property of the stack of the stac	ired due t	o a TXDOT
with the rules, regula including, but not limit Species Act," "America time, we will submit to construction. Plans sh based on the departm safety and access pro location and description attached to this Utility I expansion to our facility A new Request may be Our organization will urinstallation, and we will ensure that traffic con Devices will be installed.	tions and policies of ed to, the "Texas E ans with Disabilities of TxDOT proof of cor- iall include the design nent's survey datum cedures, and location on of the proposed installation Request y and TxDOT will have required as a conduse Best Management ill revegetate the pro- trol measures compited and maintained for	of the Texas Depingineering Practic Act," and the "Fed mpliance with all gan, proposed locat, the relationship on of existing utililine and appurte (Request). We will live 30 days to revisition of approval. In the Practices to minimize the duration of the duration of the following with application of the following with a follow	partment of Tope Act," "Federal Historic Floverning lawstion, vertical eto existing hities that may enances is mill give plans to exist appropriate and appropriate under able portions is installation.	Transportation (TxDOT), and eral Clean Water Act," the 'Preservation Act." Upon request, rules and regulations before elevations, and horizontal align ighway facilities and the rigor be affected by the propose for fully shown by a comport fully shown by a comport to the plans prior to commend and sedimentation resulting "Revegetation Special Proving the Texas Manual of University of the University of the University of the University of the Univ	d all governational uest by The comming of the comm	rerning laws Endangered ExDOT at any nencement of of the facility y line, traffic facility. The of drawings odification or t of the work. he proposed We will also raffic Control
legis.state.tx.us/). We see nearby or adjacent pulintersecting road; from service and maintenance same rules and regulation is expressly understable highway right of way. The least 30 days written not commencement of any performance of work, in that these specifications by reducing damage during legis.	Fitle 6 Roadways, (shall limit access for plic roads or streets any one or all of whice operations. Our rigons that apply to the pood that TxDOT doxDOT may require uptice. We understand operation which reported in the properation of the prop	Chapter 203, Sub r servicing this instance, (c) trails along of ich entry may be not general public. The second purport has to relocate this left a new Request we apply tree balar eserve TxDOT's contract the protect known entry to second protect the protect	chapter C, C stallation to a cor near the himade to the outle the through the through the through the through the through the trees so that the through the		(http://ws where personnecting ght of washall be see the laws, by notify TxI edification placetion placeting placeti	ww.statutes. provided, (b) g only to an ay for normal ubject to the t in or upon giving us at DOT prior to s to govern understand lantings and
our installation shall no provisions to cause mir driveways or intersectin	nimum inconvenienc	es to the travelin	g public and	sociated appurtenances. We adjacent property owners. I the owner.	will mak Ne will n	re adequate not open-cut
Following approval, we	will heain construction	on on or after		09/15/2018		

Month/Day/Year

We understand TxDOT may place additional provisions and requirements as listed below, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

Additional Provisions and Requirements (for T	xDOT input only)
General Special Provisions:	
Are attached.	
Are not attached.	
As-built Plans/Certifications of Construction:	
Are required and shall be certified as accurate by an authorized represent	ntative of the company.
Are required and shall be signed and sealed by a State of Texas License	ed Professional Engineer.
Are not required	<u>*</u>
Certification that utility was installed as approved	
• Re-vegetation Special Provisions: In order to minimize erosion and s installation, the project area will be re-vegetated:	edimentation resulting from the propose
in accordance with TxDOT's Standard Specification Item 164 which specto be used, or:	cifies the appropriate grass seed mix
as indicated on the attachment.	
TxDOT Representative to be notified 48 hours prior to beginning construction	n:

If approved, we understand we will assume all risks associated with this installation within the TxDOT right of way. These risks include injuries to our workers, damage to contiguous utility lines that may be in the area and injuries or damage resulting from our failure to properly install and maintain the line.

If the character, use or function of our installation is materially changed from that approved under this Request, we will notify TxDOT within 30 days after the change. In the event of a voluntary or involuntary loss of public utility status, or other legal authority for longitudinal placement of the utility facility in the highway, or there is an abandonment of the facility without the approval of TxDOT, we will at our expense remove the unauthorized portion of the facility from the right of way.

If installation of the line is not begun prior to the 91st calendar day from date of issuance, we acknowledge that, unless otherwise extended, TxDOT's approval of this Request will automatically **expire**, and we will be required to resubmit our Request. All Request submissions, whether due to expiration of approval under this paragraph or new Requests for modifications and relocations shall be in accordance with the governing laws, rules, regulations and policies existing at the time of submission. In the event we fail to comply with any or all of the requirements as set forth in this Request, the State may take such action as it deems appropriate to compel our compliance.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the pand requirements included in this Utility Installation Request, and our commencement of construction will further after our review and acceptance of said additional provisions and requirements.

REQUESTOR					
Date: 8/10/18					
By: Rosaura Barragan					
Signature:	V				
Title: Major Designer Senio	t				
Address: 3620 Franklin Av	e				
Waco	Тх	76710			
City	State	Zip Code			
(254) 750 5	351				
Area Code Telep	hone Numb	er			

APPROVED BY TxDOT					
Date:					
Ву:					
Signature:	5)				
Title:					
Address:					
City	State	Zip Code			
()					
Area Code	Telephone Number				



3264595

TXDOT U-No.: District:

U14696

AUSTIN

County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.: Const CSJ:

0683-01-092

N/A

Highway No.:

RM 620

From:

DEEPWOOD DRIVE

To:

IH-35

Attachment "F"

Eligibility Ratio

Federal

Utility

Procedure

(FUP)

All utility adjustments are eligible for reimbursement by State law for Interstate projects.

The necessity for, and justification of, Interstate adjustments depends on whether the existing facilities need to be adjusted to accommodate the highway and are in the best

interests of the public.

State Utility **Procedure** (SUP)

Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway projects require a determination of eligibility. The justification for cost participation depends on whether the existing facilities have real or compensable property rights, in addition to the need to be adjusted to accommodate the highway and are in the best interests of the public. In situations where eligibility is less than 100%, TXDOT ROW Division approval of the eligibility ratio will be required.

(TXDOT Utility Manual: Chapter 8, Section 2)

(Attach Eligibility Ratio Calculation Support Documents Here)

(If the necessity arises to prove the utility's property interest, attach the appropriate affidavits or TXDOT form "ROW-U-84" here)



3264595

TXDOT U-Number:

U14696

District:

AUSTIN

Description:

WILLIAMSON

County:

N/A

ROW CSJ No.

0683-01-092

Const CSJ:

N/A

Highway:

RM 620

From: To:

DEEPWOOD DRIVE

IH-35

Attachment "F"

Eligibility Ratio Calculation Formula

Poles on Private (divided by) Total Poles to be Removed

12 (divided by) 28

(=)

0.4286000

42.86%

(TXDOT Utility Manual: Chapter 8, Section 2)

(Attach Eligibility Ratio Calculation Support Documents Here)

(If the necessity arises to prove the utility's property interest, attach the appropriate affidavits or TXDOT form "ROW-U-84" here)



ONCOR Project: TXDOT U-No.:

District:

3264595 U14696 **AUSTIN**

County:

WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.: Const CSJ:

0683-01-092

Highway No.:

N/A

From:

RM 620 DEEPWOOD DRIVE IH-35

To:

Attachment "G"

Betterment Calculation and Estimate

CONTRACTOR OF THE PARTY OF THE	Determent Canada and Carte Estimates
K Forced B	Betterments
	Forced betterments, also known as non-elective betterments, are those necessitated by transportation project construction. TXDOT cost participation is based on the cost of providing the most economical replacement facility or restoration of functionally equivalent service to the facility being replaced. This type is usually a REIMBURSABLE cost item. These items must be properly documented by the utility and include:
	1) non-stocked items that are uneconomical to purchase; 2) items to comply with governmental laws and ordinances;
	3) appropriate regulatory commission codes;
	published, current design practices regularly followed by the utility in its own work:
	5) installment of replacements of equivalent standard, although not identical:
	6) betterments for which there are direct benefits to, and/or are required for, the transportation project.
Elective	Betterments
	The costs of elective betterment items are ineligible for TXDOT and Federal participation. Such elective betterments should be depicted on the plan as part of the work proposed.
No Bette	rments

There is no betterment involved in this utility adjustment.

Forced betterment is use of concrete pole due to unable to obtain easements for necessary guying on private property and unable to place guying more than 3 Ft. into ROW.



3264595

TXDOT U-No.:

U14696

District: County: AUSTIN WILLIAMSON

Federal Proj. No.:

N/A

ROW CSJ No.:

0683-01-092

Const CSJ:

N/A

Highway No.:

RM 620 DEEPWOOD DRIVE

From: To:

IH-35

Attachment "H"

Proof of Property Interest - Non Interstate Highways

X

See Attached Easements / Affidavits

(Attach TXDOT Appropriate Right-of-Way Form - Here)

(ROW-U-1A) - Utility Owner

(ROW-U-1B) - Disinterested Party

(ROW-U-1C) - Individual Property Owner

(TXDOT Utility Manual: Chapter 3, Section 4)

TXDOT Policy - TXDOT has acknowledged, through its actions and policies, situations where a compensable

2nd

Texas Caselaw - May establish additional reimbursement rights including granting

bullet point:

prescriptive easements.

5th

Utility Company - a utility company may have a compensable interest in its existing facility

bullet point:

although a record easement does not exist, i.e., a prescriptive claim.



AFFIDAVIT

(for Utility Owner)

U-No.: U14696

THE STATE OF TEXAS

District: Austin

COUNTY OF HILL

9899

County: Williamson

Federal Project No.:

ROW CSJ No.: 0683-01-092

Highway No.: RM 620

(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Keith Hull of the Oncor Electric Delivery Company, LLC, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Keith Hull am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. See attached easements which are recorded in public records of Williamson County and listed below;

Cabinet: L, Slide 326 Signed February 2nd, 1995 Vol. 1126, Page 312 Signed May 14th, 1974 Cabinet: F, Slide 290 Signed October 31st, 1984 Vol. 498, Page 560 Signed April 7th, 1967 Cabinet: A. Slide 351 Signed August 14th, 1962 Cabinet: E, Slide 203 Signed January 3rd, 1983 Vol. 446, Page 26 Signed June 7th, 1961 Vol. 1299, Page 478 Signed January 8th, 1986 Vol. 544, Page 172 Signed October 26th, 1971

- 2. Utility's holding of easements since 1961 constitutes familiarity.
- 3. Utility is not claiming property ownership;
- 4. Utility easements permit construction, maintenance, reconstruction, repair, inspection and operation of a distribution power line;
- 5. Under the terms of the attached easements, the utility does not fence or enclose the easement areas;
- 6. Utility does not claim title nor possession of these easements by prescription;

Further affiant sayeth not."

Keith Hull

Vice President of Distribution Operations

Oncor Electric Delivery Company, LLC

Company

Corporate Acknowledgment

State of Texas County of

This instrument was acknowledged before me on by Keith Hull, Vice President of Distribution Operations of Oncor Electric Delivery Company, LLC, a Delaware corporation, on behalf of said corporation.

Notary Public's Standaure



					4
EXECUTED this 27th day	of	April .		, A. D. 19 61.	-
Vitnessed by:		V	i 0. Je	hom	1
CERTIFICAT	E OF ACKNOWLEDG	MENT FOR	MDIVIDUALS.	1(
THE STATE OF TEXAS					
County of Williamson			~	5	
REFORE ME, the underland authority,	on this day personally	appeared		5	
V. C. Joi	-		100		
known to me the be the person (s) whose name	(II) Is (III) subscribed	to the forest	ink instrument and	acknowledged to me	the
executed the same for	2.4				_
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	or orrice this	500	Je vo-	Carried No. 10, 13 or	
	17		1.11		
	Not	ary Public	· curre	County,	rex.
CERTIFICATE	OF ACKNOWLEDGME	INT FOR MA	RRIED WOMAN	£ .	
THE STATE OF TEXAS	Pro-				
>	64	1000			
County of Williamson	BEFORE ME,	the undersign	ed authority, on thi	s day personally app	08284
County of Williamson Ann H. Johnson	- //	the undersign	ed authority, on this V. C. Johnson		
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and the last			J. M. Har		se and appurben-
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Survey, Abstract No.	561		Williamson	County	Texas,
	-		i across said land as		
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Thence in a not angle pole and a distance of a	its attached g	uy, said guy	tance of 2 feet, to extend in a guy anchorage.	more or less,	to an direction
Beginning again	at aforementi	oned angle p	ole located at	survey Sta 1,425	
Thence in a wer pole and its at distance of 25	tached gly, sa	id guy to ex	of job feet, me tend in the same y snchorage.	ore or less, to	a deadend etion a
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			t of my homestead	5-95-	120 12
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Said Company sh anchorages along the structing, improving, to relocate said line ir future; the right to in and keep clear of saic said Company, may e	all have the right course of said lin- inspecting, maint the same relative	to erect	y adjacent road if a	nd when said road	Is widened in the
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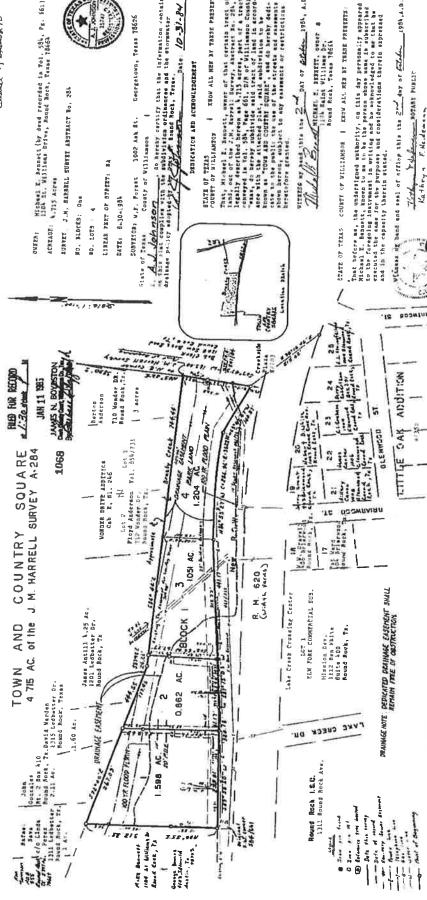
WILLIAMSON COUNTY CLERK OFFICIAL PUBLIC RECORDS

DOCUMENT NUMBER 350/068

WAS ASSIGNED TO A SUBDIVISION AND

CAN BE FOUND IN THE PLAT RECORDS

IN CABINET SLIDE(S) 290



PERINZTER DESCRIPTION

BEIRG 4.715 scres of the J. M. Marrell Survey, Abstract No. 281, is Williamson Consty, Ferse, part "F a tract which is described in a deed to Michael E. Bennett of record in Vol. 284, mace bel, Beed Bernere of Williamson Cousty, Seras Surveyed on the ground by W.P. Forest, Mediatored Public Surveyor No. 101.

DEDIMING at the Mortheast corper of the said tract conveyed to Michael E. Bennett, as it now exists, in the approximate custer of the channel of Brushy Creek. The Mortheast corner of the J.M. Sarrell Surrey beart about N Of*22* E 3890 feet, Nore or less.

TREMEN with the new North R.D.W. of T.M. 620, M 63*02*47" W 180.87 Feet to set no fron pin at the beginning of a curve to the left having a radius of 3629.72 Feet. TEESCY mith the East line of the used tract, a GPalfigo Wat 60.83 feet puss up from pin 1 5 feet Rest of a 6 kmth Asb, at 123.29 feet pass as Iron pin, (withining in all 165.0 feet to an Iron pin see,

TREECR with the art of the curve, the chard bears # 86°53'27" W 286,96 feet to get so from pia. THERER & SPRISTOR" Wilhield feet to an from pin, and 5 39°58'50" W 370.18 feet to me from pin.

7828CE N 00%55' Z passing broa plan at 127.65 feet and 257.85 feet, continuing in all 315,33 feet to the approximate centerline of Brushy Creek.

THERICE devosives, with the approximate contriling of the creek, S 7.º00° E kbk 55 feet, S 8.º15° I 26.26, feet, and G bisk, E bkk, E bkk, bk feet, to the Point of BEDINNG. 1. W.F. FORKET, Registered Public Surveyor No. -01, do hereby certify that I prepared this pist from an effortal and recurse survey used on the formula of the property legally described beroon and that corser annuance about were properly located under my prizonal supervision in accordance with the subdivision regulations of the City of Round Acct, fears.

TO CRAILF MAICE, VITABBU My head and eask at Georgetown, Texas, this the 30th day of August, 1964, A.D.

PASSOCIATION TO TOTAL TO

Witness av

That, Mitheel E. Bennett, owner of that certain tract of land, out of that JM. Mishes in JM. JM. Mishes the JM. JM. Mishes of the JM. Mish designed passes of the substitute ordinances and the stormeter designed designed passes of the stormeter. A THOW ALL MER BY TAXOE PRESENTS UTTERS MY AME INTO the 2 DAT OF ELSEN 1984, A.D. That before me, the undersigned unthopity, on this day personally appeared Miches L. Asnack, brong to me to be the person shore and is unsertially to the forecasing instrument in writing and he subnowledged to me that he executed the same for the purposes and considerations therefor spreased and in the capacity therein starse, STATE OF TEXAS COUNTY OF VILLIAMSON | KREW ALL MEN BY THEME PRESENTS: mission of the City of Beard Mark, Serse. Georgetown, Terss 75626 MICHAEL E. BERRETT, OWNER B. 1124 Maint Williams Dr. Round Rock, Towns 7865h JANES SISLOP Chairy Mike Rebinses, W. . seems Laux, Dity Cantestary, Caty of Hound Mark, Tenne F. Heideman A. 1917 Planting And Zaning Secretary Tibbitta APPROTED on December 20, 1884 bites by the City PASSED AND APPROVED December 2017 [Date: Desning Comme Land ATTERE

COUNTY OF WILLIAMSON THE STATE OF TREAS

25.1. 01.35 1, JAMES E. BUTGATON, Clerk of the County Court of said County, do hereby certify that the foregoing lustymess to writing, with its certifigute of authentication, was filled for record in my offlire up the Wellan of O'close Px., in the Plat Betords of said County in Cabigat 6., slide 290 1945, 4.3. at 1.300 belock and duly recorded this the Winger of

effice in Jourgetown, Telas, send and seal at the County Court of said County, at the Caungary DEPUTT/CO the date

CANADAS N. NATIDADAS CLERK
COUNTY, TEXAS

LITTLE OAK ADDITION TO ROUND ROCK, TEXAS 11.82 AC. J.M. HARRELL SURVEY, ABST. 284



一种过去

KNOW ALL MEN BY THESE PRESENTS!

That I, W. P. PORSYT, a reglatered Public Surveyor, do hareby CERTIFY that I did lay got on the ground Little Oak addition to Round Rock, Texas, and did prepare the plat of said addition, and that the said plat is a true and correct representation of said addition as surveyed on the pround, and that said addition is comprised of that certain tract described in a deed from Gertrude P. Ogniert, et m., to tennie I. Bustin, et ux., said deed being of record in Yo)ume 445, Pere 45, Deed Records of Williamson County, Texas.

In WITHERS Whereof I have hereunto set my Hand and Saal thin the 14 day of August, 1962.

/a/ W. P. FOREST REMISSION TOBLE SHWEYOR NO. 101, WILLIAMSON CONFT, FEASS.

1)

THE STATE OF TEXAS COUNTY OF WILLIAMSON ;

RICTANSON CO.

That we, Sennie T. Bustin and wife, Jean Bustin, of the County of Williamson, State of Texas, being the censors of a tract of land described in the foregoing certificate of M. P. Porest, Registered
Public Surveyor, and a set and That thereof accepanying the mass, do hereby adopt acid map and plat
thereof in the name of LITTLE OAK ADDITION to ROUID ROCK, TELAS, and we do hereby designate to public
use forever any attents shown thereon for the use of the public in increase and egrees from said
addition.

We hereby grant to the City of Round Book, Texas, and to the telaphone, gas, mater, light and power temporate and all other public utility companies, the masonents required over the rear tive fest of each lot, for the erection, maintenance and repairs of atreet, sever, sex, mater, light, power and telaphone lines thereon, including the right of ingress and egress, over such portions of the remainder of a aid addition, for the purpose of erecting, mainteining and repairing said utility facilities.

In connection with the adoption of this map, plat and subdivision of said presises we have made and labored, and by these presents do make and impose thereon the following restrictions, constants, conditions and itsitutions, which shall be covenents running with the land, to-wit:

- (1) That no lot, or any part thereof, shall ever be used as a site for a filling station, or any other business purposes, or purposes, but that said lots, and every part thereof, are restricted to use for residential purposes only.
- (2) That no building, or any part thereof, shall be erected nearer than twenty-five feet to the property line of said lots adjacent to a street on which the lot faces, or nearer than five feet to the side line of said lots.
- (3) Rerestdence or desting unit shall be erected on any lot thereof which shall contain less than 1000 square feet of area, exclusive of the basenent area and the area of any garage, or carport permitted attached thereto. This restriction shall not prohible the construction of a garage, garage apartment or tarport, so long as such garage, garage spartment or carport is attached to the main desting. Be unattached building shall be erected on any lots in this subdivision.
- (4) No noxions or offensive activities shall be earlied on upon any lot, or other land, in said addition, nor may any thing be done thereon which may be or may become, an annoyance or a nuisance or a nuisance or a nuisance.

outbuildings shall be used on any lot or other land mentioned harein at any time as a residence either

temporarily or permanently.

(5) No atructured of a temporary character, trailer, basement, bent, shack, garage or other

(6) We sign of any kind shall be displayed to the public view on any lot or other land mentioned herein except that one professional sign of not more than 2 aquare feet, or one sign of not more than 5 aquare feet advertising the property for sale, or rent, or signs used by a contractor or other builder to advertise the property during the construction and sales parted, usy be displayed one said land.

- kind shall be parmitted on any lot mentioned herein, nor shall oil wells, tanks, tunnels, of any kind shall be parmitted on any lot mentioned herein, nor shall oil wells, tanks, tunnels, nineral excevations or shafts, shall be permitted upon or in any lot mentioned herein. No derrick or other structure used in the drilling for oil or mineral operations of any kind shall be srected maintained or permitted on any lot, or other land mentioned herein.
 - (8) No animals, literatork, or poultry of any kind shall be raised, bred or kept on any lot contioned herein except that dogs, cats and other howsehold pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- (9) No lot mentioned herein shall be used or maintained as a dumping ground, or for rubbish, garbage or other waste materials. Such garbage, trash, or other waste materials shall not be kept thereon except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
 - (10) The seerings diaposal system located on each lot shall be constructed so as to comply with the State Health Department informary requirements.
- (11) No feates, well or ladge shall be permitted forward of the front building set back line on any property sentioned herein.
- (12) In the interest of sefety no ingress and egrees from Parm Road No. 620 shall be permitted into Lote Nos. 18, 19, 24, and 85. The above numbered lots must be entered from streets within the addition.
- (13) The invelidation of any of these covenants by a judgment or Gourt Grider shall in nowise affect any of the other provisions hereof, which shall recein in full force and effect,
- at any time sovements are so run with the land and shall be binding on all parties. On or at any time subsequent to August 20, 1977, by a sajority vote of the then centre of eatd lots and eatd addition, the covenants may be oben;ed, seended or cencelled in whole, or in part; and until the covenants berein contained are so changed or anended then the suce shall continue in Tull force and affect.

All restrictions are in all respects subject to any and ell applicable zoning rate regulations lawfully in force, or hereinafter adopted.

/s/ BECKIR T. BUSTIN /s/ JFAH BUSTIN

THE STATE OF TEXAS,

GCURTY OF WILLIANSON. BEFORE US, the undersigned suthority, on this day personally sipeared Bennie I. Bustin and Jean Bustin, his wife, both known to as to be the persons whose manes are subscribed to the foregoing instrument, and acknowledged to no that thay each executed the same for the purposes and consideration therein expressed, and the said Jean Bustin, wife of the said Bennie I. Bustin, having been examined by no privily and apart from her husbend, and having the same fully explained to her, she, the said Jean Bustin, acknowledged much instrument to be her act and deed, and she declared that she hed willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER KY KAND AKD SEAL OF OPPICE, THIS INE IN DAY OF AUGUST, A. D. 1962,

/a/ DENGIL, MART POGLES, WILLALESON COURTY, TELAS

STATE OF TEXAS,

τ.

COUNTY OF VILLIANGOM.

I. WILLIA POLYMENT, CITY CD-TY Of the GIDY Of Sound Souk, Williamson Gounty, Texas, do haveby CERTIFY that the Foregoing Map and Plat designated "Little OAX ADDITION to the CITY OF FOUND ROCK, WILLIANGOM GOOMTY, TEXAS," was approved by the Darid of Commission of the City of Round Rock, Texas, by Resolution passed at a mesting of the City Gountasion of the City of Round Rock, Williamson County, Texas, was approved by the Board of Commission of the City of Round Rock, Texas, at the City Sall in the City of Round Rock, Texas, at the City Sall in the City of Round Rock, Williamson County, Texas, on the Jeth day of August, 1982.

Cabinet A Slide 352A

WITHESS my Hand and Sewl of Office of said City on thim the lith day of August, 1962.

/s/ WILLE PORRANT Clark of the Gity of Hound Rock, Texes.

RESOLUTION

ER IT RESOLVED BY THE CITY COLNCIL OF THE CITY OF ROUND HOCK:

1. That the plan or plat of LITTLE OAK ADDIFIGN to the City of Round Rock, Texas, attached hareto, be and the same is beweby in all things approved, and that the ewners thereof are hereby the plan, plat or map of eaid tract of land attached hereto, and the seld County Clerk is hereby sutherized to accept for filling and to record the same as the plan, plat or cap of said tract authorized to file for retord in the Office of the County Clark of Williamson County, Texas, of land to be known as LiffLE OAK ADDITION to the CITY OF ROUND NOCK, TEXAS.

dedication and shall not impose any duky upon the City of Round Rook concerning the maintenance or improvement of any such dedicated parts until the proper authorities of the City shall have B. The approval of auch plan or plat shall not be decomed an acceptance of the proposed Rade actual appropriation of each by entry, was and improvement.

ADOPTED AND APPROVED, this the 14 day of August, 1962,

/s/ KANTIH ANDERSON MAYOR OF THE CITY OF HOUND HOCE, ISLAS

(CITY OF ROUND ROCK SEALL)

ATTEST(%) WILLIE POKNAT SECRETARY OF THE CITY OF ROURD ROCK, TEXAS

Field Borns OF a trant of land of 11.82 seres of the J. M. Barrell Survey,

ESCINNING at the M. E. corner of the 11.82 acres, which stands South 4200! feet from the M. E. Corner of the Marrell Survey;

Abet. #284;

THENGE S 11 deg. 20 min E. 180 fast, and S. 12 deg. 10 min E. 270 feet to the S. E. corner of the 11.62 sures; TARMUS S 71 deg. W. with an old fance, Gl2 feat to the S. W. corner of the 11.82 arres; TMENCE M 17 dog. 23 min W. with an old fence, 714.4 feet to the M. M. corner of the 11.82 acres;

THEMES with the South ROW line of Parm Road #620, as follows:

H 78 deg. 42 min R. 235 feet; N 79 deg. 48 min B. 41.7 feet;

N 85 deg. 27 ain B. 174,3 feet; 3 87 deg. 30 ain E. 95,7 feet;

S 62 deg. 53 min E. 80,3 feet; S 80 deg. 40 min E. 106.5 feet;

8 84 deg. 56 min B. 95.2 feet; 3 86 deg. 13 min E. 68.5 feat to the Point OP BEQUINING.

STATE OF TELLS.) STATE MEN BY THESE PRESENTS: COUNTY OF WILLIAMSON)

CERTIFY that I did survey upon the ground the above described tract of land and this description That I, W. P. Porest, a Registered Public Suresjor of the State of Texus, do hereby of same is true and correct to the best of my knowledge and ballef.

TO CERTIFY WHICH Witness my Hand and Seal of Office at Georgetown, Williamson County, TO tenture. This the 3rd day of August, A. D. 1863.

As/ W. P. POREST

W. P. POREST, Surveyor No. 101.

Filsd for Record August 16, 1963, at 4:30 o'clock P.M. Retorded Aug. 20, 1962, at 4:10 o'clock F.M.

DICK CERVENTA, Clark, County Court, Williamson County, Taxas,

EASEMENT AND RIGHT-OF-WAY

FORM \$1-Rev. 2-72

VIII 1126 PAGE 312

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Taylor District WA 1009, Project 4624 Map Ref. # 2828-316

1974

KNOW ALL MEN BY THESE PRESENTS

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all	That MICHAEL B. BERNETT	<u>~</u>
described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dalias, Texas, and the Southwestern Bell Telephone Company an easement and right of way for an electric distribution line, and the content of		
Telephone Company appuriesances, and for a telephone line and appuriesances, upon over and across Granton's land in the J. H. Harrell Surrey, Abstract No. 284 Williamson County, Texal more particularly described in deed from Charles B. Estes to Michael E. Bennyt? Sated May 14. 19 Th. recorded in Volume 584. Psgs 565. Deed Records of said County. The center line of said distribution line and telephone line shall be located across mid land is follows Beginning at a point in Granton's East property line. Said point being located North O'd degrees O'd minutes 59 decondo East 29 fest from Granton's Southeast property connersaid occurs of the said county. The center line of said distribution South 89 degrees 57 minutes 10 seconds. West 120.15 fanols Road 620. Said corn said occurs the said occurs to the 90 degrees 71 minutes 10 seconds west 1 foot to an existing Texas Power & Light Company distribution pole (2830-117-7028), With a proposed devergey extending South 09 degrees O'd minutes 59 seconds west 20 fast to an anohorage. EECINNING again at aforementioned pale. THERKE North O'd degrees O'd minutes 59 seconds fast 1 foot from and paralleling Granton East property line for a distance of 105 feet to a proposed devergey extending North O'd degrees O'd minutes 59 seconds west 20 feet to an anohorage. THERKE North O'd degrees O'd minutes 59 seconds fast 1 foot from and paralleling Granton East property line for a distance of 105 feet to a proposed devergey extending North O'd degrees O'd minutes 59 seconds west 20 feet to an anohorage. The description is based on a preliminary sorvey, and it is understood that Grantees may relocate said lines in the tame general mercion before or size, inches and particular pole (2830-317-7039) with a proposed devergey extending North O'd degrees O'd minutes 59 seconds was 28 feet to an abolicate and in the counter of the following and from the counter of the following the foll	of <u>V1121anson</u> County, Texas, hereinafter called "Grantor," whether one or me the advantages which will accrue to Grantor from the construction of the electric distribution line and to	ore, in consideration of elephone line hereinafter
Surrey, Abstract No. 284 Williamson County, Texa more particularly described in deed from Charles B. Estes 10 Kichael 2. Bennyth and County. Texa more particularly described in deed from Charles B. Estes 10 Kichael 2. Bennyth and County. Texa more particularly described in deed from Charles B. Estes 10 Kichael 2. Bennyth and County. The center line of said distribution line and telephone line shall be located across told land as follows Beginning at a point in Grantor's East property line. Said point being located Surrey owners and county. The center line of said distribution of East 29 feet from Countor's Suntheast property counter and to deep from the country is goutheast property counter and to control being a point in the North Right-of-Way line of Ranch Road 620. Said corn of tangent musber 180 + 80.86 in said Right-of-Way line of Ranch Road 620. Said corn of tangent musber 180 + 80.86 in said Right-of-Way. THERKE South 89 degrees 57 minutes 10 seconds lest 1 foot to an existing Texas Power & Light Company distribution pole (2830-317-7028). With a proposed downguy extending South 00 degrees 02 minutes 59 seconds lest 28 feet to an anohorage. THERKE North 00 degrees 02 minutes 59 seconds lest 1 foot from and paralleling Crantor East property line for a distance of 105 feet to a proposed Texas Power & Light Compand distribution pole (2830-317-7039) with a proposed downguy extending North 00 degrees 02 minutes 59 seconds lest 28 feet to an abhorage. The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same greater for the purpose of construction, importing minutes in minutes 59 seconds lest 1 foot from and paralleling Crantor Said fines in the same relative position to any adjacent of any disconding and greater for the purpose of construction, importing minutening minutening forms and first purpose of construction, importing minutening minutening of individual fines and object-pobstructions which, in the sole judgment of Grantees, may endanger		1/7/4
Surrey, Abstract No. 284	Telephone Company, an exement and right of way for an electric distribution line, and	all necessary of desirable
is and May 14 . 19 The recorded in Volume 58h Prev 565 Deed Records of said County. The center line of said distribution line and telephone line shall be located across said land as follows. Beginning at a point in Crantor's East property line. Said point being located Morth OO degrees 02 minutes 59 deconds East 29 feet from crantor's Southeast property control and of the control of the said and the control of the said and the control of the said and the control of the said across said course being a point in the North Hight-of-May line of fanoh Road 620. Said cours also being located South 89 degrees 57 minutes 10 seconds west 1 foot to an existing Texas Power of tangent number 180 + 80.86 in said Right-of-May. THERME South 89 degrees 57 minutes 10 seconds west 1 foot to an existing Texas Power & Light Company distribution pole (2830-317-7028), with a proposed downguy extending South 60 degrees 02 minutes 59 seconds lest 28 feet to an anohorage. EECIRNING again at aforementioned pole. THERME North 00 degrees 02 minutes 59 seconds lest 1 foot from and paralleling Granton East property line for a distance of 105 feet-to a proposed Texas Power & Light Company distribution pole (2830-317-7039) with a proposed downguy extending North 00 degrees 0 minutes 59 seconds lest 1 foot from and paralleling Granton East property line for a distance of 105 feet-to a proposed Texas Power & Light Company and the said of th	/_	/
In the control of said County. The center line of said distribution line and telephone line shall be located across said land as follows: Beginning at a point in Grantor's East property line. Said point being located North OO degrees O2 minutes 59 decondo Saut 29 fest from Ozantor's Southeast property conner slad being located South 89 degrees 57 minutes 10 seconds West 110e of Fanon Road 620. Said count also being located South 89 degrees 57 minutes 10 seconds West 120.15 feet from Doint of tangent number 180 + 80.66 in said Right-of-Way 11e of Fanon Road 620. Said count of tangent number 180 + 80.66 in said Right-of-Way 11e of the said from Point of the South 89 degrees 57 minutes 10 seconds West 1 foot to an existing Texas Power & Light Company distribution pole (2830-317-7028). With a proposed downgry extending South 60 degrees 02 minutes 59 seconds West 26 feet to an anohorage. EECINNING again at aforementioned pole. THENCE North 00 degrees 02 minutes 59 seconds Fast 1 foot from and paralleling Grantox East property line for a distance of 105 feet to a proposed Texas Power & Light Compan distribution pole (2830-317-7039) with a proposed downgry extending North 00 degrees 0 minutes 59 seconds West 28 feet to an anohorage. The description a based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general startion pole (2830-317-7039) with a proposed downgry extending North 00 degrees 0 minutes 59 seconds West 28 feet to an anohorage. The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general startion pole (2830-317-7039) with a proposed downgry extending North 00 degrees 0 minutes 59 seconds West 28 feet to an anohorage along the same relative position to any adapting the same relative position to any adapting and fines and appurtements all fines to a law and keep clear of said lines and appurtements all fines shall be abandoned. The HAND TO HOLD the above described exement and right unto		e particularly described
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Beginning at a point in Grantor's East property line. Said point being located North OO degrees O2 admutes 59 deconds 2ast 29 feet from Grantor's Southeast property corner said course being a point in the North Hight-of-Way line of Janob Road 520. Said course also being located South 89 degrees 57 admutes 10 seconds West 120.15 feet from point of tangent number 180 + 80.86 in said Right-of-Way. THERICE South 89 degrees 57 minutes 10 seconds West 1 foot to an existing Texas Power & Light Company distribution pole (2830-117-7028). With a proposed downguy extending South 60 degrees 02 minutes 59 seconds West 28 feet to an anohorage. EECHNING again at aforementioned pole. THERICE North OO degrees 02 minutes 59 seconds East 1 foot from and paralleling Grantor East property line for a distance of 105 feet to a proposed Texas Power & Light Company distribution pole (2830-317-7039) with a proposed downguy extending North OO degrees O minutes 59 seconds Mest 28 feet to an anohorage. The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general section before or at any time after construction, and may relocate any of its structures along the course of said lines. Grantees shall have the light to erect 1 poles. 0 the purpose of construction, importing, inspecting, maintaining, peraining and genoving said fines and appurtenances the right to relocate said lines in the same relative position to any adjacent cast all the said and object political in widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenance and order to be an anohomed. EXECUTED this — day of AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all facil lines shall be abandoned. EXECUTED this — day of AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all lines shall be abandoned.	~ /2	
Said corner being a point in the North Hight-of-Way line of Janoh Road 620. Said corn also being located South 89 degrees 57 admites 10 seconds West 120.15 feet from point of tangent number 180 + 80.86 in said Right-of-Way line of Janoh Road 620. Said corn also being located South 89 degrees 57 minutes 10 seconds West 1 foot to an existing Texas Power & Hight Company distribution pole (2830-117-7028), With a proposed downguy extending South 60 degrees 02 minutes 59 seconds West 28 feet to an anohorage. EECCINING again at aforementioned pole. THENCE North 00 degrees 02 minutes 59 seconds East 1 foot from and paralleling Grantox East property line for a distance of 105 feet to a proposed Texas Power & Hight Companidistribution pole (2830-317-7039) with a proposed downguy extending North 00 degrees 0 minutes 59 seconds Wast 28 feet to an anohorage. The description is based on a preliminary survey, and it is understood that Granters may relocate said lines in the same general unction before or at law time-after construction, and may relocate any of its structures along the course of said lines. Granters shall, have the pight to erret 1 poles. 0 tubs, and 2 guy anchorages along the pourse of said line, together pight the right of ingress and egrees for the purpose of construction, importing, imspecting, peraing and removing said lines and appurteances; the right to relocate said lines in the same relative position to any adjacent cast all the same desired position to any adjacent cast all the same desired position to any adjacent cast all the same desired position to any adjacent cast all the same desired position to any adjacent cast all the same desired position to any adjacent cast all the same desired to the future, and the right to relocate said lines and other burnuctions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenace and operation of said lines. TO HAVE AND TO HOLD the above described esseme		
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THERRE North OO degrees O2 minutes 59 seconds East 1 foot from and paralleling Grantor East property line for a distance of 105 feet to a proposed Texas Power & Light Compandistribution pole (2830-317-7039) with a proposed downguy extending North OO degrees O minutes 59 seconds Mast 28 feet to an abohowage. The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general meetion before or at any time after-construction, and may relocate any of its structures along the course of said lines. Grantees shall have the right to errect 1 poles. 0 stubs, and 2 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, importing, imspecting, maintaining persting and promoving said lines and appurtements: the right to relocate said lines in the same relative position to any adjacent race all threst and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenace and operation of Said lines. TO HAVE AND TO HOLD the above described essement and right unto the said Grantees, their successors and assigns, until all fasial lines shall be abandoned. EXECUTED this 4 and 5 described essement and right unto the said Grantees, their successors and assigns, until all fasial lines shall be abandoned.	THENCE South 89 degrees 57 minutes 10 seconds West 1 foot to an existit Light Company distribution pole (2830-317-7028), with a proposed downsouth 00 degrees 02 minutes 59 seconds West 28 Feet to an anohorage.	ing Texas Power Mguy extending
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	name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that
	for the purposez and consideration therein expressed.
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	DICK CHRYCNKA, Gounty Clerk , Williamson County, Texas
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CERTIFICATE OF ACKNOWLEDGMENT FOR MARRIED WOMAN THE STATE OF TEXAS County at Hillaness. 7 REFORE ME, the undersigned authority, on this day personally appeared wife of Control of Metallic and American 1. Premit me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and spays from her husband, and having the same fully explained to her, she, the said acknowledged with instrument to be her act and deed, and consideration therein expressed and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of Consideration and Consideration of the Consideration of th acknown to faith instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and . A. D. 1967. Notary Public Williams County, Texas. Filtras -747000 nen for Record on the All clay of Duly Recorded this to 12-day of A. E. 19 ST J. STEDERING TO A DICK CERVENKA, Courts Ciget Williamine County, Texas By Karlianine your want. Deply E . . Taylor District W.A. 4236 PM 620 THE STATE OF TEXAS County of Williamson KNOW ALL MEN BY THESE PRESENTS: Bennie T. Bustin of Williamson County, Texas, horeinafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric power line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, an easement and right of way for an electric power line consisting of a variable number of wires and one or more electric circuits, and all necessary or desirable appurtenances, and for a communication line and appurten-J. M. Harrell ances, upon, over and across Grantor's land in the. Williamson Survey, Abstract No. 284 County, Texas. The center line of said power line shall be located across said land as follows: Beginning at a point in the west property line of Lot #19 of the Little Oaks Addition to the City of Round Rock, Texas, said point being In feet south of the northwest corner of said Lot #19. Thance N. 51 deg. his sin. E.29 feat for guy anchorage. The above described property constitutes no part of my homestead. This description is based on a preliminary survey, and it is understood that said Company may relocate said line in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said line. Said Company shall have the right to erect 0 poles, 0 stubs, and 1 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 or elecate said line in the same relative position to any adjacent road if and when said road is widened in the future; the right to install additional electric circuits along said line; 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 judgment of said Company, may endanger or interfere with the proper maintenance and operation of said line. TO HAVE AND TO HOLD the above described casement and rights unto the said Company, its success-sors and asigns, until said line shall be abandoned. EXECUTED this 7th day of A. D. 19 67. Mexicondulation: Brani List

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CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS THE STATE OF TEXAS Williemson County of. BEFORE ME, the undesigned authority, on this day personally Bennie T. Bustin into rise, to be the person(s) whose name(s) is (stee) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed. GIVEN DUMBER MY HAND AND SEAL OF OFFICE this 18 day of . A. D. 10 5 7 . May May A. D. 19 67 at 8:00 o'cloc. A. M. Day Recentled this tim /2 they of 1. 0. 1467 335 o'cock P. M. DICK CERVENKA, County Clark By Kachana y man & Deputy

PIONEER TITLE COMPANY

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LEASE MODIFICATION AGREEMENT NO. TWO

2009

THE STATE OF TEXAS X
COUNTY OF WILLIAMSON X

KNOW ALL HEN BY THESE PRESENTS:

This Agreement made and entered into this 8th day of January, 1986, by and between THE OLD SETTLERS ASSOCIATION OF WILLIAMSON COUNTY, TEXAS, herein called the "Lessor", and PCDONALD'S the "Lessee".

RECITALS

- 1. The parties hereto entered into a certain Ground Lease (the "Lease") on June 21, 1982, as modified by a hodification Agreement of even data therewith, for the leage of the one acre tract of land out of the Jacob H. Harrell Survey, Abstract No. 284, in williamson County, Texas, which tract of land (the "Land") is more fully described by metas and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes, and in a Memorandum of Lease dated August 25, 1982 of record in Volume 899, Page 583, Deed Records of Williamson County, Texas..
- 2. The Lease contains a reservation of two easements (the "Easements") in favor of Lessor as described on page 2 of 3 and page 3 of 3 on Exhibit "B" of the Lease, as modified.
- 3. The parties hereto now desire to amend the Lease to

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration the receipt of which is acknowledged, the parties hereto agree as follows:

A. The seven and one-half foot utility easement and the twenty-five foot access pasement reserved unto the Lessor in Exhibit "A" of the Lesse are hereby relocated, so as to hereafter be located on the Land as more fully described in Exhibits "I" (the 7.5 foot utility easement) and "II" (the 25 foot access easement) attached hereto and incorporated herein by reference for all purposes.

OFFICIAL RECORDS

SPITICIAL RECORDS

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to the Lease is modified to the extent it the revised descriptions of the Easements to in Exhibits "I" and "II" attached hereto.

C. Exhibit 2 and pages 2 of 3 and 3 of 3 of Exhibit 3 are hereby deleted from the Lease in their entirety.

Except as modified above, the Lease shall remain in full

IN MITMESS WHEREOF, the parties herounder set their hands.

LESSOR:

THE OLD SETTLERS ASSOCIATION OF WILLIAMSON COUNTY, TEXAS

President

Date of Executions

THE STATE OF TEXAS COUNTY OF TRAVES LESSEEt

MCDONALD'S COMPORATION

President

Execution:

4 1 147

This instrument was acknowledged before me on this the day of January 1985 by V.A. Walton, President of old Satulers Association of Williamson County, Texas.

State of Texas

Typed or Printed Name

My Commission Expires: 10/9

ut 1299 · 480 THE STATE OF __ Illinois COUNTY OF ___ DuPage This instrument was acknowledged before me on this the day of January 1986 by W.H. Sutherland Vice President of EcDonald's Corporation. *and Hichael J. Sime, Assistant Secretary Linda Jernigan
Typed or Printed Name My Commission Expires

FIELD NOTES FOR WILLIAMSON COUNTY OLD SETTLING ASSOCIATION

BEING 1.00 ACRE OF LAND OUT OF THE JACOB H, MARRELL SURVEY, ABSTRACT NO.284, IN WILLIAMSON COUNTY, TEXAS, AND BEING A FORTION OF A TRACT OF LAND CONVEYED BY DEED FROM MAGGIE J. HARRILL AND HUSBAND T. H. HARRILL TO ZD R. ANDERSON, PRESIDENT OF (THE OLD SETTLERS ASSOCIATION OF WILLIAMSON COUNTY, TEXAS, RECORDED IN VOLUME 258, PAGE 276 OF THE DEED RECORDS OF SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at Point "A" being a petal fance post on the Southerly Right-Of-Way line of RM 620 at Texas Highway Department Engineer's Station 5134 34.31 parking the Northwest corner hazef, said point else being the Northeast corner of the C. R. Adolphson tract of land of record in Volume 179, Fage 278 of the Deed Records of said County and State, said point being the biginning of a curve concave to the North Laving a radius of 1949.85 feet;

THENCE, along the Hortherly boundary line hereof and said Right-Of-Way line the following three courses and distances:

- 92.36 feet along the arc of said curve, through a central angle of 02° 42' 50", said curve's tiong chord bears 5 72° 17' 30" E, 92.35 feet to a Texas Highway Department Honument at FT 514+ 24.78;
- 2) 5 73° 39' 00" E, 2.69 (feet to a point;
- 5 44° 57° 36" 2, at 8.55 feet pass a Taxas Righway Department Monument, 261.11 feet to a Texas Righway Department Honoment on the Wasterly Right-Of-Way line of IR 35 marking the Morthwest corner hereof;

THENCE, leaving said Mortherly line and continuing along the Easterly boundary line heraof and said Right-Of-Way line 5 18' 15' 00" 2 41.70 fant to an iron pin set marking the Southeast corner hereof;

THENCE, leaving said Easterly line and said Right-Of-Way line and continuing along the Southerly boundary line hersel H 83° 51° 30° W, at 284.63 feat pass Point "B" being the Southerse corner of a 25 foot wide access essenent, at 369.63 feat pass a point for the Southeast corner of said essement, at 368.65 feet pass a point for the Southeast corner of a 7.50 foot wide public Utility Essenent, 313.55 feet to an iron pin ant on the Easterly line of said Adolphon tract, marking the Southwest corner hereof and said Public Utility Essement;

THENCE issuing said Southerly line and continuing along the Westerly buundary line hereof and said Easterly line N 06° 08° 10° E, 220.51 feat to the FOINT OF BEGINNING containing 1.00 sere of land.

EXHIBIT A

म्यान्य व्यक्तिक विकास स्थापन स्थापन

1

FIELD NOTES

FOR A D.O.JB-ACRE (1,646-SQ.FT. -- IS SQ.FT.) STRIP OF LAND 7,50 FEET IN WIDTH BEING OUT OF THE JACOB M. MARRELL SURVEY NO. 288 IN WILLIAMSON COUNTY. TEXAS, BEING ALSO OUT OF THAT TRACT OF LAND CONVEYED TO THE CLD SETILERS ASSOCIATION OF FOLKO ROCK, TEJAS, IN YOLLWE 258, PAGE 276 OF THE DEED RECORDS OF MILLIAMSON COUNTY, TEXAS 75AID STRIP OF LAND BEING ALSO OUT OF A 1.004-RC\$/LEASE TRACT OF RECORD IN YOLLME 899, PAGE 583 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID STRIP OF LAND BEING HORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an fron rod set in the curving southerly fight of rod being at the common mortherly corner of said lesse tract and a remainder portion of a tract of land conveyed from Dr. E.M. Burleson a wife to John F. Acolphian by instrument recorded in Volume 184, Page 350 of ther Beed Records of Williamson County, Texas, said from rod set being the boot inbrtherly corner and FOINT OF BEGINHING hereof;

THEREE, with the curving right-of-way line of Round Rock Arenue (Mighway 620) with a curve to the left having a radius of 1949.65 feet, a central angle of 00 13 32°, an arc length of 7.68 feet and a chord which bears 571 22 19-16 for a distance of 7.68 feet to a point-for the most northeasterly cernar hereaf;

THENCE, departing said right-of-way line being 2:50 feet easterly of and parallel with the westerly boundary line of-said leaje tract 505"[3:23" for a distance of 218.55 feet to a point in the authority boundary line of said lease tract for the southeasterly corner harsoly.

THENCE, with the southerly boundary line of seld lesse tract MS3 46'37'W for a distance of 7.50 feek to an fron rod found in the cormon boundary line between the above-mentioned the Settler's Association tract and self Adolphion tract being also at the Touthwesterly corner of seld lease tract for the most southwesterly corner of seld lease tract

THENCE, with common tourdary like between said lease tract and the prayiously-mentioned Adolphson tract 20513/32 for a distance of 220.13 feet to the POINT OF REGISHING hereof-and containing 0.038 acres of land.

As Surveyed By:

Centra Anna Flora 1 9-5-87

CJC:ek Sept. 5, 1985 Job No. 100-1-056-100

EMILITY "I"

25-FOOT ACCESS EASEMENT

1299 in 483

FIELC NOTES

2574 574

FARLE NOTES

FOR 5,305 SQUARE FEET (+- 15 50,FT.) OF LAND (0.122
ACRE) OUT OF THE JACOS H. HARRELL SURVEY IN
WILLIAMSON COUNTY, TELAS, SEING ALSO A POFTION OF A
YRACT OF LAND CONVEYED TO E.R. ANDERSON, FRESIDENT
OF THE OLD SETTLERS ASSOCIATION OF LILLIAMSON
COUNTY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE
276 OF THE DEED RECORDS OF WILLIAMSON COUNTY,
TEXAS, SAID 5,305 SQUARE FEET OF LAND BEING ALSO A
PORTION OF A 1.03-ACRE LEASE TRACT OF FECORD A
VOLUME 899, PAGE 583 OF THE DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS, SAID 5,305 SQUARE FEET OF
LAND BEING IN THE FORM OF A 25-FOOT STRIP MORE
PARTICULARLY DESCRIBED BY METES AND EDUNDS AS
FOLLOWS:

BEGINNING for reference at an iron pin set in the curving southerly right-of-way line of Round Rock Avenue (Highway 620) being at the northerly common corner of a tract of land conveyed from Barloson to) Adolphson and described as the "second creat" in Valume 184, Page 150 of the Deed Records of Willifenton County, Texas, and the previously-renticeed 01a Settlers' tract, said from pin set being also the most northerly corner of said 1:00-acre lesse tract, thence, with the curving southerly right-of-way line af Round Rock Avenue (RO-fect right-of-way) with a curve to the left having a reddus of 1945.85 feet, a central engle of 03-53 28°, as are length of 30-33 feet and a chard wnich bears 571 30'33'E for a distance of 30-31 feet to a point being the rost northerly corner and POINT OF DEGINNING hereof:

THERCE, continuing with the curving right-of-way line of Round Rock Avenue with curve to the left having a redus of 1949.85 feet, a central angle of 00 44'11, an arc distance of 25,05 feet, and a chord which bears 572'19'23'E for a distance of 25,06 feet to a point for the most northeasterly corner hereaf;

THENCE, deporting said right-of-may line S1J 38'29'W for a distance of 50.90 feet to a point being on the westerly face of a curb island for an angle point in the casterly line hereof;

A distance of 110.14 feet to a point for an angle point in the easterly boundary line hereof;

Thence, departing the face of said curb island 511 05:33"W for a cistance of 48.68 feet to a noint being in the southerly boundary line of said 1.00-acre lease trace for the root southerly corner hereof;

HENCE, with southerly boundary line of said 1.00-acre tract with said the southerly boundary line of said 1.00-acre tract with said the said traction of 25.07 feet to a point being the southerly boundary line of said 1.00-acre tract with said the said 1.00-acre tract with said the said 1.00-acre tract with said 1.00-acre trac

corner hereofi/

THERES, departing the southerly boundary line of said 1.00-acre tract 25.00 westerly of and parallel with the destarty boundary time of the marein-described tract the following courses numbered I through 3:

HIL 05 33 °E for a distance of 48.97 faut to a point; MC2 41 58 °E for a distance of 100.70 fact to a point; NI 38 22 °E for a distance of 55.05 feet to the 70141 of BEGINNING heraof, containing 5,305 square feet (-- 15 14.ft.).

2.1.1 11-14-85 ed Public Surveyor No. 4295

Exhibit II

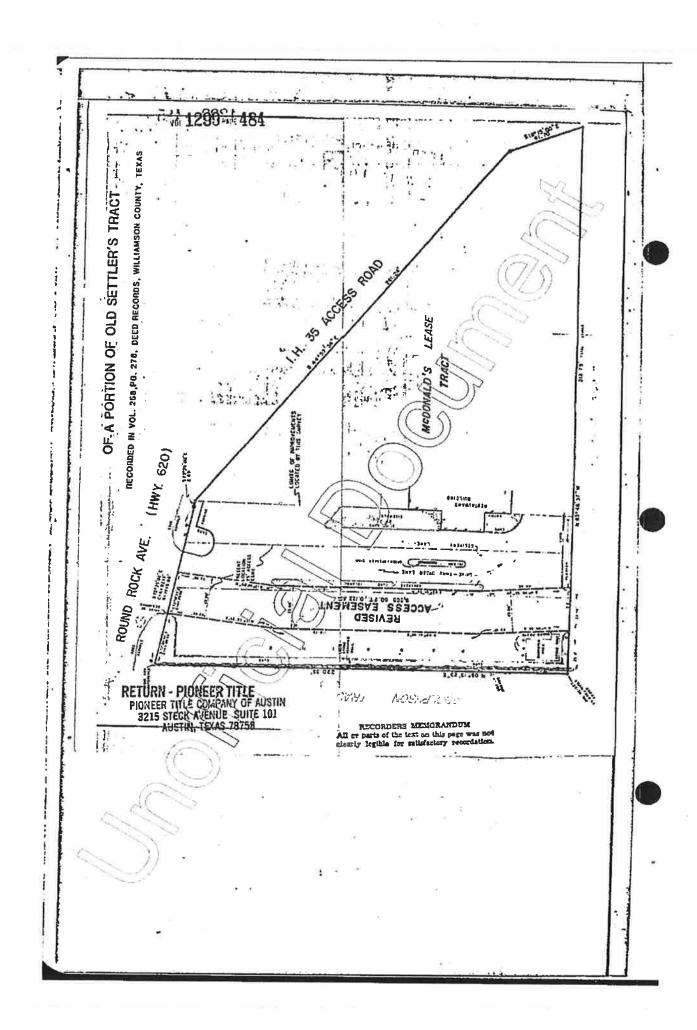
CJC:ek

lov. 14, 1985

1.15

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FILED FOR RECORD 1285 JAN 15 PH 4: 46 GOUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON

I hereby certify that this instrument was FILED
on the data and at the time stamped hereon
by me; and was duly RECORDED, in the Volume
and Page of the named RECORDS of Wildamson
County, Texas, as stamped hereon, by me, ph.

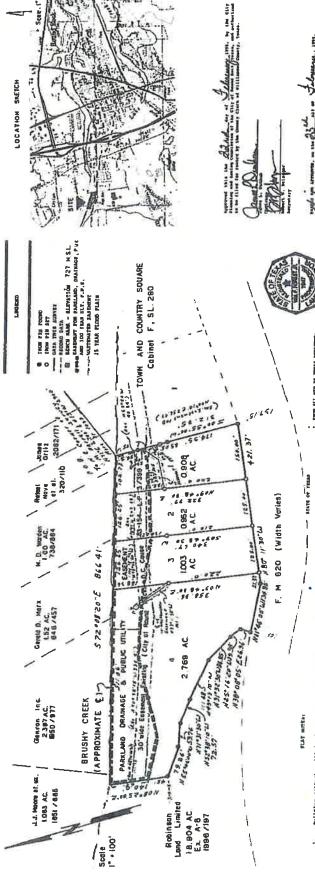
JAN 1 6 1986



to refer the species of

COUNTY CLERK WIL JAMSON COUNTY, TEXAS

DOCH 9511587 MAP RECORDING SHEET
Rec. \$ 56.00 Date : 03-27-1995 Time : 04:54:20 0.H. Filed & Macourage 1 in
DEDICATOR — 620 Auto Exchange Inc. Bificial Regres of Williams County, IX. ELAME BIZZELL COUNTY CLERK
SUBDIVISION NAME - Will Galler Subdivision
MARE RECORDED IN CARINET L-326 , SLIDE 326
PROPERTY FORMERLY KNOWN AS: 5.632 acres J.M. Harrell sy., A 284 WCT 2568-891 C
H- city of P.R
3601
· & D
INSTRUMENT DATE 2/6/95



setbecks will be in expendence with the city of Sound Rack Soning

will be constructed in accordance with the City of Nound Mock

i. William P. Patran, Jr., Espistered Professional Land Burnyer, 1944 | Personal Mile Salt, Chan as simul and detected month-openal derry bereat and Land Land Communicate and benefit month-openal derry professional reportition, in ercordance with the Sandstrains Population.

2 Willias P. Portot, Jr.

1811-187 J

12-36-54 STATE OF TRIAL

STATE ALL RED BY PROSE PROSESSES

COUNTY OF WILLIAMS

A filtren for 1157 wide public cutifty assessed is dedicated adjacent to 0.11

A blinty for 1157 wide public cutifty assessed and on each interior into the form of the form o

Contractions within any desinage assembnts shown hareon are prohibited.

PORTER AND PRESENCE AND MARPELLE CO. 1001 Act 61 Beergethes, 7s. 78636.

TREATED SECURITION FOR THE VAL CALLED REPORTING.

THE A AND ACTOR OF the Jak Barrish Server, Berrish On Jak, to Williamson Country,

There is been sure citied to All actors as Secrited to a seed to Dial to Extense Int.

The spread is December of 1994, DI, Official Securit of Hilliamson Country, Trian. Secretarial

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Servery of the Country of Trians, Dr. William Tr. Trians, Jr., Section of Trians, Tr. Section of Trians, Tr. Section of Trians, Tr., Section of Trians, Trians, Trians, Tr., Section of Trians, Tr

Magnetist at the Morthwest corner of the said 5-433 area state; in the approximate control femigrates, and with Benchmark stores of Lot 10 from all control Papers, a sendicibles received in Calimat f, dilet 10. The inclusant corner of the 1-4. Marrell Marrel stands about 8 35 day, 8 2000 (out and 8 19 day, 9 2000 (out, onto us less.)

THENCY with the West lide of Lart 1 of Town and Constry Squise, 8 to day, 55 aim, 60 332.3 for the Art fort pass as time \$60 found out the Boath heat of the creek, continuing in all

There with the Morth live of P.4, 630, 8 60 day, 13 mis, 30 ame; W 421,37 feet to as from pis found; and H 64 day, 44 mis, 00 pep; W 136,46 feet to an irrum pin found.

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TRUNCH IN DO Noy, 21 min. ON sec. 2 at 01.50 fews pass 1.41 fews best of a 80 pensy sell femse (se a 36 jest) despensy, continuing in all 160.5 fews to the Gostheest purser of lamental 1.41 asset jests:

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COURTY OF TEXAS

States of Japan States Villa (Scientification)

De# 9511587

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96/57/1

COUNTY OF WILLIAMS Campites with the m.

Lightim was filled for mooned to an efficient of the state of the stat

" Supo Refferd ...

WILL GALLER SUBDIVISION FINAL PLAT

ACREAGE: OWNER;

SURVEY: NUMBER OF BLOCKS: NUMBER OF LOTS: NEW STREET: SURVEYOR: ENGINEER: RENCH MARK; DATE

629 Awio Exchange Inc. Michael E. Bernett, Vice-President 5.637 Acres J. M. HARRELL ABSTRACT NO. 284 **JANUARY 1995**

WAL F. FOREST JR.
DANIEL A. SILANAIIAN
Brass crip in concrete monument
Locations: E. Line Let 200' from SE comm

PROPOSED VSE DOMMERCIAL COMMERCIAL

STATE OF TENAS

COUNTY OF WILL SAMSON

MOON ALL MEN BY THESE PHESENTS

and writting under this lime of the State of Terms with names printing. Abover, a companion by the through the printing, Abover, E. Clark, comes of 4.700 error of the through the printing, Abover, E. Clark, comes of 4.700 error of the decement of abover, of will improve Court, paras, and there of the General Freedold to Williamson Court, James, and the Robert W. Deer Freedold to Voltew 25c, Petr 25c, and the Deer Record of Williamson Court, James, and the Robert W. Deer Freedold to Voltew 25c, Petr 25c, and the Deer Record of General Transaction of the Williamson Court, James, and the Marrell to the State M. Williamson Court, James, and the General Court, James, and the City of Marrell was a Court of the Court

And, it is further understood that the enforcement of the plast raticities in the responsibility of the design construction in the responsibility of the design construction williams of cut of Monda Rock and the Cornitaioner's Court of Williams on Court, \$150 has the right and sutherity to enforce problem; the constructions torsuph appropriate legal peccepture to problem; the constructions torsuph appropriate legal peccepture to problem; the constructions, connection and unitities as stating of how ments and an activities as training of how ments and send an activities as training of the plast restrictions.

Kolut W. Day, Touts Brown; 100 all 1955 MY HAND THIS DAY OF SOM

STATE OF 1EXAS

COUNTY OF WILLIAMSON

WON ALL HEN BY THESE PRESENTS

Defore me, the undersupped authority on this day personally appared Robert E. Creat, Fristant Serial Serentic Plass. Inc., known is me to be the person whose name is subscribed to the from the me have a subscribed to the same for the person whose name is subscribed to the same for the property and consideration therein expressed and in the departy situad.

GIVEN UNDER MY HAMD AND SEAL of Office this the 3 day of St. 1983, A.D.

Mensy Position of the William Constitution of the William Country, Issue of the William Country, Issue of the Country Country

COUNTY OF TRAVIS

WHOM ALL MEN BY THESE PRESENTS

Defore Me, the undersigned sutherity on this day the person of hosts we undersigned their when is me to be not accounted to the foreign interesting the second accounted to me that me second the me to the second t

Harry Public in and 1010 for goods 1 1000 for the state of the state o

In approxing this plat by the Commissions Court of williams in County, and County, the County of all streams, for day of other public herouphists as any believes colored in agents to be constructed to plated in the streams in the county of the other public the supplies of the other parts of the county of the county of the county of the other public the county of t

CREEKSIDE PLAZA

6.696 Acres December, 1982

FIEED NOTES FOR CLUEISIBE PLUEA

MING 6.686 acres at Inad, more or loss, out of the Jacob K. Hartell sures, Abstract No.3M attented in the City of Louis Mock, Williamsan Courty, Texa, and being more percisalacly described by the metas and bounds which follow.

BECLIMING at an iran pin set on the morth R.O.W. Line of 6.3% Middle no. 610, for the nouthwest corner of the baren described 6.85% acre tract of land;

THEMCE M 0º 18: 30" E, along the 6.456 acre west line, passing in lates pin as at 61.55.75 feet, and continuing a talei distance of 253.56 feet to a point

THENCE N 66* 42' E, 313.81, feet to a point;

THENCE 5 18" 10" ZO" E, 15,00 feet to a point!

THEMEE is \$1" 19' 20" E, 160.39 feat to a paint for the northeast corner of the herein deteribed truck of land;

THENCE 5 17* 19' E, along the east line of the soid 6.6% cotal distance of 526.00 feet to make the soid 6.6% line of the soid feed to make the north R.Q.W. line or R.A. Highway No. 4201

THENCE 50.66 feat elang an arc of a cere to the test, hearing a cantes and a series of the test a tengent is 40.40 feat, and a chard which hears N 3% 41 20* W, a distance of 50.60 feat, to a concrate highest renowns faund;

THENCE N 29º 48" W. 559.46 feet to a concrete highway monument founds THENCE 231.74 feet along an arc of a curs to the left, tengent a 186.00 feet, and a const while the second of the

PHILLIAPIED BY:

MCYEN-LYTICH-ALLEN, INC., 2011 Anchor Lane Aution, Texas 30:22

COUNTY OF WILLIAMSON STATE OF TEXAS

information contained on this pipe complete with the subdission of fluances and the starmanter of bilances policy, state.

35mm, wattater, 111, P.E. 147440

COUNTY OF WILLEAMSON

WOOM ALL MON BY THESE PRESENTS

We lot on this subdivision should be accupied until connected to a potable water supply and a westewater callection system pravided by the City of Rwend Rock, Tess.

FLOOD PLAIN NOTE

to accordance with desirage, evolysts calculations partomed by Mayor-Lytton "Alten, the 100 year flood phin is contained within the drainoge equations down harmon. RESTRICTIONS | Prior to construction, draining plans will be resire. Rainfall rounds will be limited to maximum rate at understone sister by detainfan as other apprayed mathems.

2. Boilding slab elevation Mail by 1 ft. shave any point little in a victor of the lost within 5 ft. of the parimeter of the building. The than the top of the cuts that the test of the cuts.

Sprint to greaten, any type of warth moving, designed plan be signed by a registered preferable signing a shall be submitted by a registered preferable implement of that it is submitted for the proposed development, and obstituant interest to the proposed development, and for the proposed development, and for the proposed development of the City for review and approval.

APPROVED FOR ACCEPTANCE.

Appraved this 20th day of January 1983, by the City Planet of Race, France Contras Jen E Store

PASSED AND APPROVED:

The the 2.065 dry of January 1983 A.O. APPROVED:

Jonnal Land Con Contraction

AUTHORIZED TO BE FILED FOR RECORD BY WILLIAMSON COUNTY, TEXAS STATE OF TEMAS

Court of inclination that the country control of the cirtum country country in a circum cirtum country country

WITNESS my hand and seal at the County Court of said County, at office in Georgetoms, the data least above written.

Br. Been Blygish

County Court Williamson Chart