



Easement No. 2112014  
Transmission Line No. 1011  
File No. BARR LANE - WILKINS  
Address: Cameron @ Springdale  
Initials: LML

**AERIAL ELECTRIC TRANSMISSION AND DISTRIBUTION UTILITY  
EASEMENT**

STATE OF TEXAS  
COUNTY OF TRAVIS

DATE:

9-19-14

GRANTOR:

BARR LANE, LLC  
a Texas limited liability company

GRANTOR'S ADDRESS:

803 CUTLASS  
LAKEWAY, TX 78734-5338

GRANTEE:

THE CITY OF AUSTIN

GRANTEE'S ADDRESS:

P. O. Box 1088  
Austin, Travis County, Texas 78767

PROPERTY:

119.38 acres, more or less, out of the James O Rice Survey 31 Abstract 675, and the Lucos Munos Survey 55 Abstract 513, in Travis County, Texas, Being the same property conveyed to GRANTOR by Deed recorded in Volume 9303 Page 26 of the Real Property Records of Travis County, Texas.

GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under and across that portion of the Property bounded and described on Exhibit A and shown on Exhibit B, attached hereto and incorporated herein (the "Easement"), to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric transmission and distribution lines (the "Facilities"), and to cut or trim trees and shrubbery and to remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities.

This is an easement for aerial Facilities only. No Facilities, poles or structures may be located on the surface of the Easement. GRANTEE shall, however, have the right to use the surface of the Easement to place, construct,

reconstruct, install, operate, repair, maintain, inspect, upgrade, replace or remove (in whole or in part) said aerial Facilities.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make any changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities in the Easement for the purposes stated above. Driveways and surface parking are allowed within the Easement provided any curbing installed shall be laydown curbs and the final grade of the road (driveway) must meet the required clearances from the Facilities. Clearance on roads must have at least a distance of 30 feet from the Facilities to the ground. GRANTEE shall maintain unimpeded access to the Facilities.

Notwithstanding the above, GRANTEE and GRANTOR acknowledge that this Easement is being granted by GRANTOR subject to the Lease and Easement Agreement by and between GRANTOR and EC&R NA Solar PV, LLC ("EC&R") dated July 2, 2013 (the "Lease"), evidenced by a Memorandum of Lease and Easement recorded in the Official Property Records of Travis County, Texas as Document No. 2013144364, wherein GRANTOR granted to EC&R certain rights to construct, install, and maintain a solar energy generating facility. GRANTEE acknowledges that EC&R has superior rights to use the Property for the transmission of electricity on the Property outside of this Easement and outside of the existing easement as evidenced by document recorded in Volume 3476 at Page 573 of the Deed Records of Travis County, Texas, but EC&R has consented to this limited Easement.

Upon completion of initial construction or any subsequent work in the Easement, GRANTEE shall repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, and its heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the Easement unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

GRANTOR:

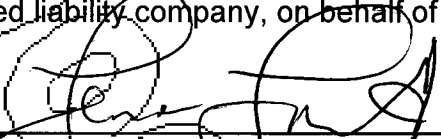
BARR LANE, LLC  
a Texas limited liability company

  
JOHN ALLEN WILKINS, MANAGER

ACKNOWLEDGMENT

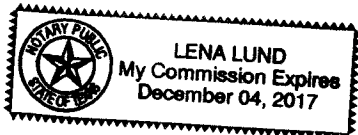
STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this 19<sup>th</sup> day of September, 2014 by John Allen Wilkins, in the capacity as the Manager of Barr Lane, LLC, a Texas limited liability company, on behalf of said company.

  
Notary Public, State of Texas

LENA LUND  
Notary's Printed or Typed Name

12-4-2017  
Notary's Commission Expires



APPROVED AS TO CONTENT:

EC&R NA Solar PV, LLC

BY: [Signature]

NAME: William Thomas

TITLE: Vice President

ACKNOWLEDGMENT

State of California

County of San Francisco

On July 10 2014

before me,

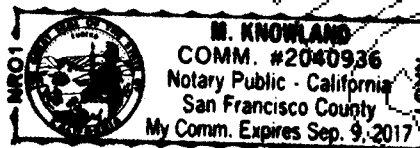
M. Knowland Notary Public personally appeared  
William Thomas

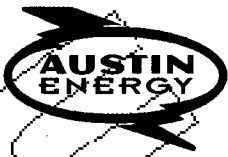
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Knowland (Seal)





**John Allen Wilkins Trustee  
to  
City of Austin d/b/a Austin Energy  
(Electric Aerial Easement)**

**EXHIBIT "A"**

**A 0.068 Acre (2,981 sq. ft.) parcel of land located in the Lucas Munos Survey No. 55, Abstract No. 513 in Travis County, Texas being a portion of that certain 119.38 Acre Tract of land described in a Warranty Deed to John Allen Wilkins Trustee, dated June 24, 1985 recorded in Volume 9303, Page 26 of the Deed Records of Travis County, Texas (D.R.T.C.Tx.); said 0.068 acre parcel being more particularly described by metes and bounds as follows;**

**Commencing** for reference at a 1" diameter smooth iron rod found for an interior ell corner on the southerly line of said 119.38 Acre Tract and for the northeast corner of Lot 1, Block "1", Waste Management, a subdivision recorded in Document No. 200500003 of the Official Public Records of Travis County, Texas;

THENCE along the southerly line of said 119.38 Acre Tract and along the northerly line of said Lot 1, Block "1", North 62°33'43" West a distance of 1290.20 feet to a calculated point on the east line of a 100' Electric Easement to the City of Austin described in Volume 3476, Page 573 D.R.T.C.Tx., from which for reference a 5/8" iron rod found on west line of said 100' Electric Easement for the southwest corner of said 119.38 Acre Tract and for the northwest corner of said Lot 1, Block "1", and being on the east line of that certain 219.84 acre tract to the State of Texas recorded in Volume 11339, Page 2005 of the Real Property Records of Travis County, Texas bears North 62°33'43" West a distance of 115.11 feet;

THENCE departing the north line of said Lot 1, Block "1", along the east line of said 100' electric easement and the through the interior of said 119.38 Acre Tract, North 02°15'07" West a distance of 713.93 feet to a calculated point for the **POINT OF BEGINNING** and most southerly corner of the herein described tract;

THENCE continuing along the easterly line of said 100' electric easement and through the interior of said 119.38 Acre Tract North 02° 15' 07" West a distance of 120.53 feet to a calculated point on the southerly right-of-way line of Cameron Road (known locally also as Blue Goose Road - r.o.w. varies) and the northerly line of said 119.38 Acre Tract, from which for reference, a 1" round bolt found on the northerly right-of-way line of said Cameron Road for the southwest corner of that certain 15.14 Acre Tract to City of Austin recorded in Volume 3459, Page 1939 of the Deed Records of said county bears North 63°58'56" West a distance of 106.77 feet;

**THENCE** along the southerly right-of-way line of said Cameron Road and the northerly line of said 119.38 Acre Tract **North 73° 39' 59" East** a distance of **51.01 feet** to a calculated point for the northeast corner of the herein described tract;

**THENCE** departing the southerly right-of-way line of said Cameron Road, through the interior of said 119.38 Acre Tract **South 18° 09' 39" West** a distance of **141.84 feet** to the **POINT OF BEGINNING** and containing 0.068 acres (2,981 Sq. Ft.) of land more or less.

**BEARINGS BASED on NAD83, Texas Central Zone 4203, State Plane Coordinate System derived from GPS observations.**

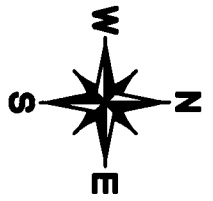
**Reference sketch marked EXHIBIT "B" to accompany these field notes.**

I hereby certify that these field notes were prepared from a survey made on the ground under my supervision.

*Marvin L. Gordey*  
**Marvin L. Gordey**  
Registered Professional Land Surveyor No. 4920

*July 17, 2014*





Scale 1" = 200'  
Austin Energy

(100' R.O.W.)

SPRINGDALE ROAD

SPRINKLE SUBSTATION

15.14 ACRES  
CITY OF AUSTIN  
VOLUME 3459, PAGE 1938  
D.R.T.C.Tx.  
TCAD ID 02-3431-02-05

SKETCH TO ACCOMPANY FIELD NOTES OF A 0.068 ACRES (2,981 SQ. FT.)

ELECTRIC AERIAL EASEMENT

BEING OUT OF AND A PART OF THAT CERTAIN  
119.38 ACRES CONVEYED TO JOHN ALLEN WILKINS TRUSTEE  
RECORDED IN VOLUME 9303, PAGE 26 OF THE D.R.T.C.Tx.

TRAVIS COUNTY, TEXAS

CAMERON ROAD  
(OLD BLUE RO.W. VARIES)

40' WIDE WATER UTILITY  
AND ACCESS ESMT AGREEMENT  
DOCUMENT NO. 2004021593  
D.P.R.T.C.Tx.

0.068 ACRES  
2,981 SQ. FT.  
AERIAL EASEMENT

119.38 ACRES  
JOHN ALLEN WILKINS TRUSTEE  
VOLUME 9303, PAGE 26  
D.R.T.C.Tx.  
TCAD ID 02-3431-05-01

POINT OF BEGINNING

POINT OF COMMENCEMENT

LEGEND

Record Information  
Plat Records Travis County, Texas  
Official Public Records Travis County, Texas  
Real Property Records Travis County, Texas  
Deed Records Travis County, Texas

BEARING BASIS NOTE  
BEARINGS BASED ON NAD83, TEXAS STATE PLANE  
CENTRAL ZONE (1203) COORDINATES DERIVED  
FROM GPS OBSERVATIONS.

ELECTRIC EASEMENT LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 02°15'07" W	120.53'
L2	N 73°39'59" E	51.01'
L3	S 18°09'39" W	141.84'

NOTE: REFERENCE METES  
AND BOUNDS DESCRIPTION  
LABELED "EXHIBIT A"

PREPARED BY:



July 17, 2014

MARTIN L. GORDAY  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4920  
NOVEMBER 2013  
DRAWING: \SURVEYING\TRANSMISSION\CKT 1011 1013 906 902\  
Within Aerial Easmt 7-16-14

**AFTER RECORDING RETURN TO:**

City of Austin – Austin Energy

721 Barton Springs Road

Austin, Texas 78704

Attn: Melody Giambruno

Aerial Electric Transmission and Distribution Easement

Legal Review: 06/15/07

**Recorder's Memorandum**-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Sep 22, 2014 11:47 AM

CLINTONB: \$54.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

2014141637