

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT TO
ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

DATE: _____, 20____

GRANTOR: THE CITY OF SAN MARCOS, a Texas municipal corporation

GRANTOR'S MAILING ADDRESS: 630 E. Hopkins
 San Marcos, Texas 78666

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: c/o Lower Colorado River Authority
 P. O. Box 220
 Austin, Texas 78767-0220

PRIOR EASEMENT: That certain easement dated July 15, 1925, recorded in Volume 105, Page 194, Real Property Records of Caldwell County, Texas, attached hereto as **Exhibit A** and incorporated herein.

GRANTOR'S PROPERTY: That certain tract of land consisting of 300.961 acres, more or less, situated in the William Pettus Two League Grant, Abstract 21, Caldwell County, Texas, more particularly described in two tracts as follows: that certain tract of land consisting of 242.985 acres in that certain Warranty Deed dated October 30, 1998, recorded in Volume 197, Page 887, Real Property Records of Caldwell County, Texas; and that certain tract of land consisting of 57.976 acres, more or less, situated in the William Pettus Two League Grant, Abstract 21, Caldwell County, Texas, more particularly described in that certain Warranty deed dated December 8, 1997, recorded in Volume 175, Page 866, Real Property Records of Caldwell County, Texas.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree that the PRIOR EASEMENT as it affects GRANTOR'S PROPERTY only, is hereby amended as follows:

Notwithstanding anything in the PRIOR EASEMENT to the contrary,

1. With the exception of the access rights described herein, GRANTEE'S easement rights are limited to that certain 9.78-acre tract of land, more or less, described on **Exhibit B** attached hereto and incorporated herein (the "Easement Property"). GRANTEE shall have the right of ingress and egress upon and across the Easement Property for the purposes stated in the PRIOR EASEMENT, as amended hereby. In the event that immediate access to the Easement Property is not reasonably available over the Easement Property, and only in that event, then GRANTEE shall have the right of ingress and egress over the existing road that extends from Old Bastrop Road into and across the adjacent or remainder property of GRANTOR between the Easement Property and GRANTOR's water treatment plant site for the purpose of obtaining such access. From the existing road, GRANTEE shall traverse GRANTOR's adjacent property along the shortest route reasonably available to access the Easement Property. GRANTEE may, upon written approval of GRANTOR's city manager, improve such existing road and any route between such existing road and the Easement Property. In the event that such access is not reasonably available over the Easement Property and not available over the existing road, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along the shortest route *from* the existing roads across the adjacent or remainder property of GRANTOR *to* the Easement Property, with GRANTEE to take all reasonable efforts to avoid any unnecessary clearing of trees or vegetation on the adjacent or remainder property of GRANTOR.
2. GRANTEE shall have the right to place up to 7 monopole structures, as well as other necessary ground-based support structures, permanently on the Easement Property.
3. GRANTEE agrees that upon completion of any work, GRANTEE shall restore the surface of the Easement Property or GRANTOR's adjacent property, as nearly as reasonably possible, to the condition in which the surface was found immediately before GRANTEE's work began, except that vegetation cleared will not be replaced.

All terms of the PRIOR EASEMENT are hereby ratified and shall remain in full force and effect, as amended hereby, and nothing herein shall be construed as depriving GRANTEE of any rights obtained in the PRIOR EASEMENT except as specifically set out herein.

[Signature pages follow]

GRANTOR:
CITY OF SAN MARCOS, a Texas municipal
corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

This instrument was acknowledged before me on this ____ day of _____, 20____, by
 _____, _____ of the City of San Marcos, Texas, a municipal
 corporation, on behalf of said municipality.

 Notary Public, State of Texas

GRANTEE:
LCRA Transmission Services Corporation
a Texas non-profit corporation

By: _____
Mark Sumrall
Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Mark Sumrall, Authorized Agent of LCRA Transmission Services Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

After recording, return to:
LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____