

## **BILL OF SALE**

This Bill of Sale dated as of this \_\_\_\_ day of February, 2019 is from **City of San Marcos, Texas** (San Marcos Electric Utility or "SMEU" or "City") ("Seller"), to **LCRA Transmission Services Corporation**, a non-profit corporation and instrumentality of the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas, ("Purchaser").

For and in consideration of \$10,248.13, cash paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller grants, bargains, and conveys to Purchaser all of Seller's right, title, powers, privileges and interests in, and to, Seller's improvements to real property as are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Assets"). The following additional terms and conditions also apply.

**1. Effective Time.** The effective time of this Bill of Sale is 12:01 a.m. on February \_\_\_\_, 2019 ("Effective Time").

**2. Assignment of Warranties.** Seller hereby assigns to Purchaser any warranties or other rights or remedies Seller may have against contractors, suppliers and manufacturers who have performed work on, or supplied equipment to, the Assets.

**3. Liens.** Seller represents and warrants that it is the lawful owner of the Assets, and will transfer the Assets free and clear of any and all liens and encumbrances.

**3. Governing Law.** This Bill of Sale will be governed by and interpreted in accordance with the laws of State of Texas, without reference to principles that could refer to the law of another jurisdiction. The parties agree that any legal action or proceeding relating to this Bill of Sale or any other agreements mentioned in or contemplated by this Bill of Sale shall be instituted only in a court of competent jurisdiction in Travis County, Texas. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS BILL OF SALE.

**4. Successors and Assigns.** The terms and provisions of this Bill of Sale will extend to and inure to the benefit of and be binding upon the parties, their respective successors and assigns.

**5. Counterparts.** This Bill of Sale may be executed in several counterparts, all of which are identical. All such counterparts together will constitute one and the same instrument.

The duly authorized representatives of the parties have signed this Bill of Sale on the dates indicated in the acknowledgements below, effective as of the Effective Time.

Seller:  
**City of San Marcos, Texas**

Purchaser:  
**LCRA Transmission Services Corporation**

By: \_\_\_\_\_

Name: Tyler J. Hjorth, P.E.

Title: Assistant Director-Electric Utility

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sergio Garza, P.E.

Title: LCRA Vice President,  
Transmission Design and Protection

Date: February 21, 2019



**EXHIBIT A**  
**ASSETS**

**Hill Top Substation Assets:**

<u>Qty.</u>	<u>Equipment</u>	<u>Brand</u>	<u>Model/Cat #</u>	<u>Serial Number</u>	<u>Price</u>	<u>Total</u>
1	Battery Charger	Excide	UC 130-12		\$0	\$0
1	AC Distribution Panel 15				\$0	\$0
1	DC Distribution Panel 16				\$0	\$0
1	Flooded Lead-Acid Battery	Varta	4 OPzS 200		\$0	\$0
1	Control House with HVAC				\$10,248.13	\$10,248.13
						\$10,248.13

**Strahan Substation Assets:**

<u>Qty.</u>	<u>Equipment</u>	<u>Brand</u>	<u>Model/Cat #</u>	<u>Serial Number</u>	<u>Price</u>	<u>Total</u>
1	Battery Charger	La Marche	A12B-25-130V-B1		\$0	\$0
1	Flooded Lead-Acid Battery	Varta	4 OPzS 200		\$0	\$0
1	Control House with HVAC				\$0	\$0

