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*** For Oil and Gas Related Pipelines Only ***

Note: There are options for a 10 year or a 20 year Term

Select Term ☒ 10 Year Term ☐ 20 Year Term

Pipeline Information

RRC T-4 Permit No.

Pipe outside diameter (in.)

Easement length of pipeline on state land (rods)

Desired permanent easement width (ft.)

Name of product being transported

Method of burial and equipment to be used

(dredging, jetting, plowing, backhoe, trenching machine, directional drill, etc.)

Transmission Line Information

Company's name for this transmission line

LoneStar Transmission, LLC

If electric power, provide KV rating 345 kV Double Circuit

If communication line, designate type:

Copper Cable

Other (explain)

If above ground installation, give description

See Attachment "1" - WC#0619 w/applicable Exhibits, etc.

If below ground installation (minimum 24"):

Burial Depth

Cable Diameter

Casting Diameter

N/A

Method of burial and equipment to be used

(dredging, jetting, plowing, backhoe, trenching machine, directional drill, etc.)

N/A

Easement length of line on state land (rods) 20.54 Rods

Desired permanent easement width (ft.) 100-ft

Anticipated Start Date 11-01-2011

Expected Completion Date 11-01-2012

☐ By clicking this box, I verify that I have read the General Information and Instructions included in this application.

Signature of Applicant/Agent

Brice D. Paris

Name

Permitting Manager

Title

May 31, 2011

Date

Easement No.

Sub-Surface Easement Information

For the purpose of this application, a "sub-surface easement" is defined as a directionally drilled well bore for the exploration and production of crude oil, natural gas, and/or other mineral products.

Company's name for this well bore

Total length of well bore on state land (rods)

Outside diameter of drill casing (in.)

Exterior Casing

Interior Casing (if applicable)

Name of product being transported

If the applicant's surface location is in a state tract that is not currently leased by the sub-surface easement applicant, a letter of consent, issued by the easement applicant, is required from the current leaseholder giving their consent to the location of the project.

Consent letters must be addressed to the General Land Office, Asset Inspection Division, as well as to the applicant and must specifically reference this application and specifically identify the subject property. In the consent letter, please give the current leaseholder a 30-day deadline to respond to your request for consent. Also, please state that if they do not respond, that will be considered as their acceptance to the proposed project.

In the event the applicant is unable to obtain a letter of consent, the GLO reserves the right to require that the proposed location of the project be repositioned to avoid unreasonable interference with the mineral lease development.

Other Activities (Water Lines, Fiber-Optic Lines, Roads, Other)

Activity Description

Explain briefly what work you propose to conduct on state land

See Attachment "1" - WC#0619 w/applicable Exhibits

Technical Specifications

Describe technical aspects of the proposed activity (width, length, depth, etc.)

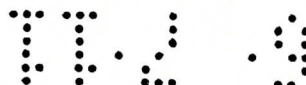
See Attachment "1" - WC#0619 w/applicable Exhibits

Construction Details

Describe methods, equipment, and timing for project completion

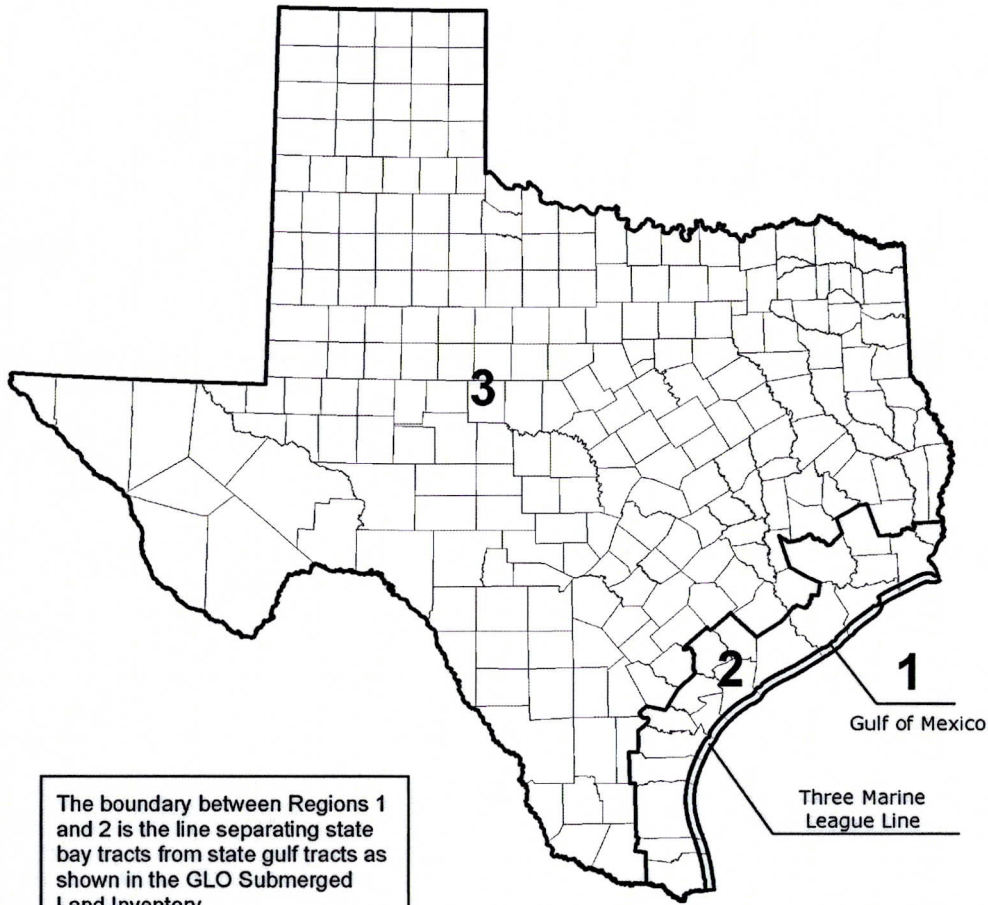
See Attachment "1" - WC#0619 w/applicable Exhibits

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552, Government Code.



Submit by Email

Miscellaneous Easement Regions Map



General Land Office Rates for Oil & Gas Related Pipelines All rates based on price per rod (1 rod = 16.5 feet)

10-Year Term					
Size	Region 1	Region 2	Region 3	Damages	Non-State Oil & Gas
Up to 13"	\$14	\$25	\$20	\$18	\$128
>13"	\$36	\$60	\$49	\$24	\$128
20-Year Term					
Up to 13"	\$19	\$34	\$27	\$18	\$174
>13"	\$51	\$81	\$66	\$24	\$174

Minimum amount for a 10-year pipeline contract is \$678.

Minimum amount for a 20-year pipeline contract is \$1357.

Fees are \$350 per event of application, renewal, assignment, or amendment.

PLEASE NOTE:

1. Rates for PSF acquired properties and properties within a municipality or its extraterritorial jurisdiction are negotiated, based upon the appraised value.

2. Damages charged per rod and are applied to new easements only.

3. Damages will not be assessed for lines that are directionally drilled/bored under State riverbeds, creeks, etc.

General Land Office Rates for Electric Power Lines All rates based on price per rod (1 rod = 16.5 feet)

10-Year Term				
Base Rate (per rod)				
Power Line Capacity	Region 1	Region 2	Region 3	Damages (per rod)
<69 KV	\$15	\$25	\$20	\$10
69-137 KV	\$25	\$35	\$30	\$15
138 KV	\$46	\$56	\$51	\$17
>138 KV	\$66	\$76	\$71	\$20

Fees are \$350 per event of application, renewal, assignment, or amendment.

Minimum of \$1012 consideration per line, per crossing, per 10-year contract term.

Base rate to increase annually (but not decrease) September 1 of each year by the Consumer Price Index for all Urban Consumers (CPI-U).

Damages apply to new easements only.

Rates for ROW easements over or across properties acquired by the PSF and properties within a municipality or its extraterritorial jurisdiction (ETJ) are based on the appraised value of the property and are negotiated.



Stephenville Field Office

105 East Road (U.S. Hwy 281)
Stephenville, Texas 76401
Main: (254) 918-0792
FAX: (254) 918-0793

June 3, 2011

The State of Texas
General Land Office
P.O. Box 12873
Austin, Texas 78711-2873

Attn: Mr. Glenn Rosenbaum
Right of Way Manager

Subject: LoneStar Transmission, LLC Crossing Application Request to Cross State Lands

Submitted for your review and approval is LoneStar Transmission, LLC's (LoneStar) Application for State Land Use (Miscellaneous Easement - New) to cross a State owned waterway.

As you may recall, our proposed transmission line crosses three (3) State waterways. On May 16, 2011, we submitted an application for two (2) of the three (3) crossings (our crossing numbers WC-0263 and WC-0264) which crosses Sweetwater Creek in Jones County. We were holding the third crossing application (our crossing number WC-0619) for our crossing of the Brazos River in Bosque County pending our submittal of the necessary U.S. Army Corps of Engineer (Corps) Permit.

I have been recently informed that the Corps Permit application is being delayed at their request, due to their one (1) year maximum term in order to provide a construction window that will insure construction can be completed with the 1-year period.

While I understand that you prefer us to submit your application after the Corps Permit has been submitted; we are requesting that with this application that you consider the crossing application, approve and issue it with construction "subject" to our obtaining the required Corps Permit. The exhibits provided with this application will also be used on our Corps Permit application. Your approval of this application will complete all necessary GLO approval for our entire project.

As stated in the previous two (2) crossing applications, LoneStar proposes to construct a new double circuit 345kV transmission line as part of the TEXAS CREZ Transmission Plan. Our proposed crossing of the State owned waterway will be aerial only and NO poles or guys will be spotted on State owned property.

Our new installation will include the aerial stringing of twelve (12) new phase converters and two (2) shield wires on monopoles. Although NO poles will be spotted on State property, I have for your information only, included a copy of the typical of our pole structure and configuration.

Please refer to Attachment "1" of this application for a further description of our proposed crossing.



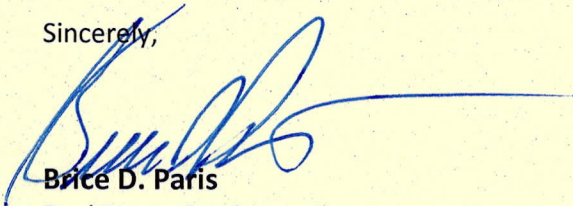
The State of Texas - General Land Office
Mr. Glenn Rosenbaum
June 3, 2011
Page 2

Hopefully you will find our application complete and adequate and will conditionally approve it "subject" to our obtaining the required Corps Permit. Upon receipt of your Easement and agreement with the requested terms and fee amounts; we will, assuming our concurrence with your terms, immediately review and return it to you.

Your continued courtesy and assistance in timely obtaining the required approval of our crossing will be appreciated. While our proposed construction date is a few months out, as you can expect on a project of this magnitude it is required that we have the Crossing Agreement in hand far in advance.

Should you desire any further information or have questions, please do not hesitate to call me at any time at (254) 595-1494.

Sincerely,



Brice D. Paris
Real Estate Services
Consultant for LoneStar Transmission, LLC
105 East Road (U.S. Hwy. 281)
Stephenville, Texas 76401

Enclosures: - Application for State Land Use
 - Attachment "1" - Water Crossing #619

The following additional enclosures are included with the Water Crossing Application:

- Exhibit A - Vicinity Map
- Exhibit B - Plan Sheet
- Exhibit C - Detail Plan
- Metes and Bounds Description
- Profile
- Typical Pole Structure

77.2 9

ATTACHMENT "1"

LONESTAR TRANSMISSION, LLC

BRAZOS RIVER – WATER CROSSING #0619

LoneStar Transmission, LLC (LoneStar) proposes to construct a new double circuit 345kV transmission line as part of the Texas CREZ Transmission Plan. This new Transmission line will cross a State owned waterway in Bosque County. All Poles will be spotted on private property within easements being purchased by LoneStar. The crossing of the State Owned water way will be aerial only and No poles or guys will be spotted on State Lands.

The new installation will utilize single monopoles on which we will string 12 new phase conductors and two static wires. The span between the poles on either side of the State Lands will be 730.6-ft in length and the lowest wire will maintain a minimum of 30-feet clearance above the elevation of the deck of Farm to Market Road 2114 bridge crossing Brazos River, 2,251-feet South (downstream) of our proposed crossing.

LoneStar's design standards, construction and maintenance activities meet or exceed all Local, State and Federal rules and regulations for 345kV Transmission line projects, including the 2007 National Electric Safety Code (NESC). Construction activities within State Lands will be limited to wire pulling activities and any required vegetation trimming. Required temporary wire guard structures, or hydraulic mobile guards required during the pulling activities are proposed to be on adjacent private property within easements being purchased by LoneStar. Access to each side of the bank of Brazos River with equipment will be made from the easement being acquired for the private property owners. No construction activities will be performed within the State water way except, wire pulling and vegetation trimming as required for safety clearances.

Tree trimming and vegetation removal will be kept to a minimum and will only be done as required by NESC or other applicable safety clearance rules or regulations.



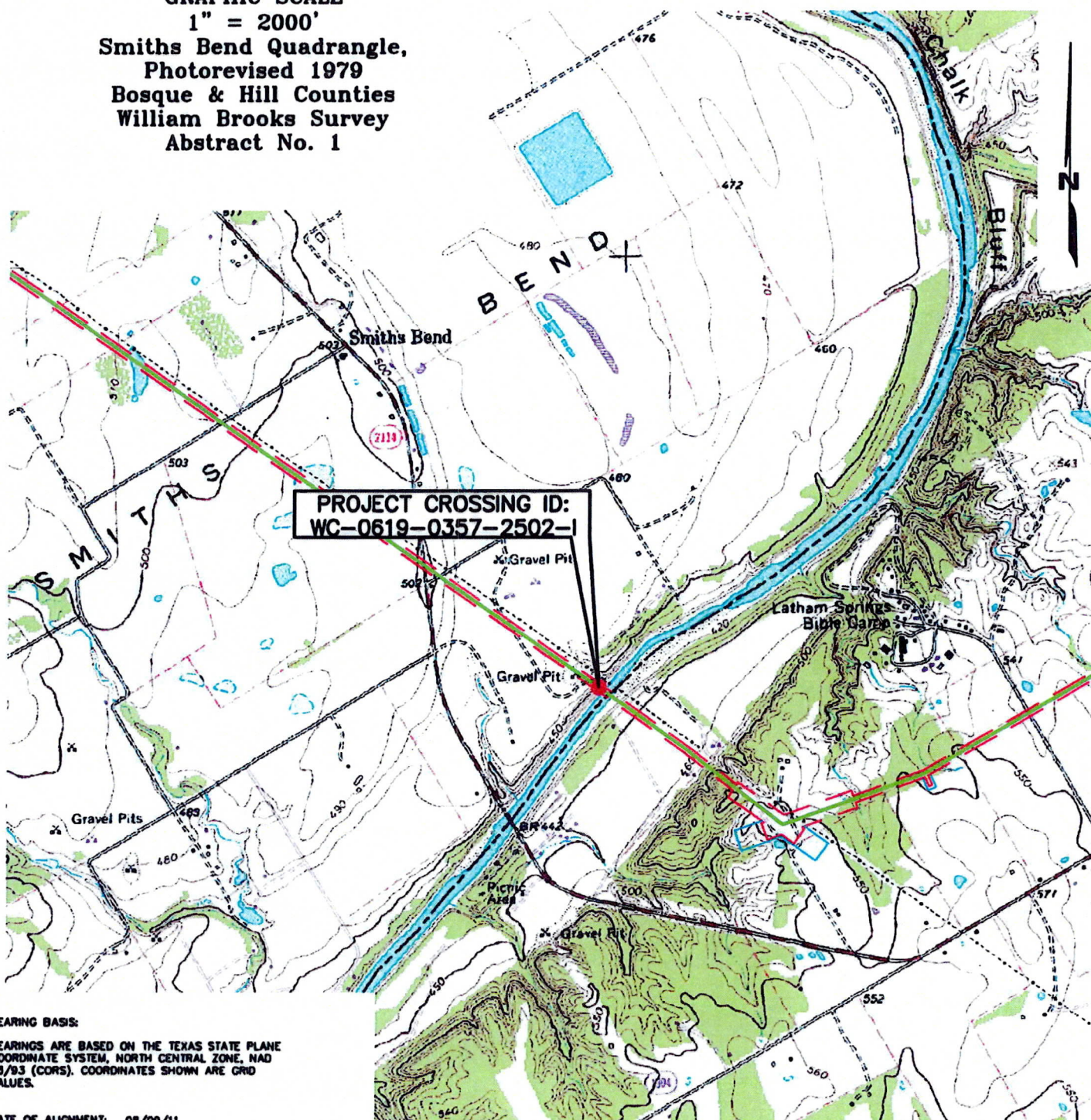


GRAPHIC SCALE

1" = 2000'

Smiths Bend Quadrangle,
Photorevised 1979
Bosque & Hill Counties
William Brooks Survey
Abstract No. 1

EXHIBIT A
VICINITY MAP



BEARING BASIS:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD
83/93 (CORS). COORDINATES SHOWN ARE GRID
VALUES.

DATE OF ALIGNMENT: 08/09/11

JOB NUMBER: 30189
DATE: 08/09/11
SCALE: 1"=2000'
SURVEYOR:
TECHNICIAN: J. KUTAC
DRAWING: WC-0619-0357-2502-1.dwg
TRACT ID:
PARTY/CLIENT:
FIELDBOOKS:

PREPARED BY:



4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN TEXAS, 78735
(512) 447-0575
FAX: (512) 320-3020
EMAIL: SAH@SAHINC.BIZ

APPLICANT:



Lone Star Transmission
301 Congress Avenue, Suite 1850
Austin, TX 78701

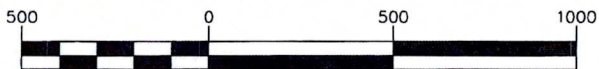
PROJECT: LONESTAR CREZ
TRANSMISSION LINE

CROSSING #: WC-0619-0357-2502-1

GRANTOR:

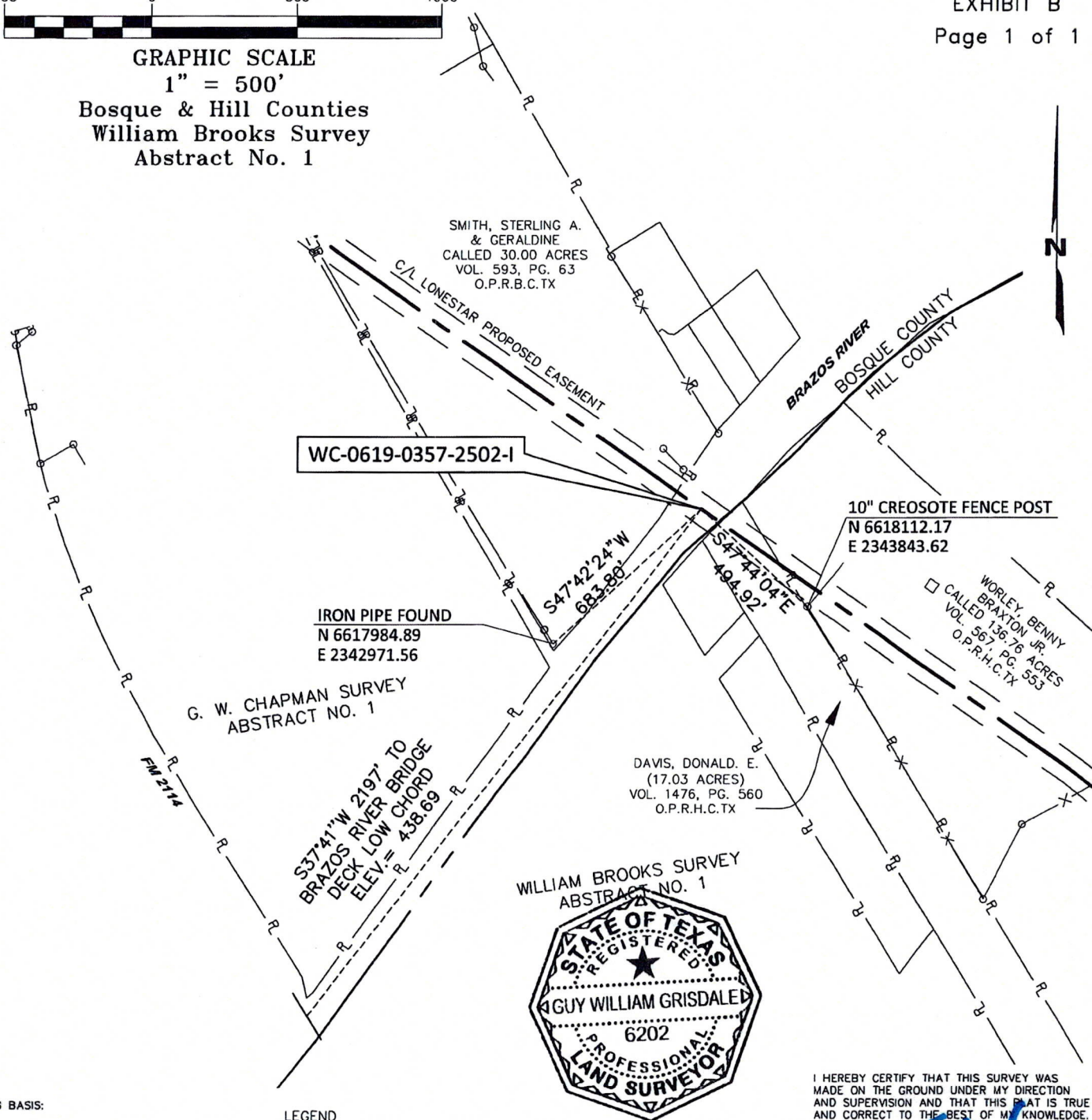
FROM: UPTON
TO: RANKIN

SHEET 1 OF 4



GRAPHIC SCALE
1" = 500'
Bosque & Hill Counties
William Brooks Survey
Abstract No. 1

EXHIBIT B
Page 1 of 1



BEARING BASIS:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83/93 (CORS). COORDINATES SHOWN ARE GRID VALUES.

DATE OF ALIGNMENT: 08/09/11

LEGEND

— RL — PROPERTY LINE
O.P.R. OFFICIAL PUBLIC RECORDS
O.P.R.B.C. TX OFFICIAL PUBLIC RECORDS BOSQUE COUNTY, TEXAS
O.P.R.H.C. TX OFFICIAL PUBLIC RECORDS HILL COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

GUY W. GRISDALE R.P.L.S. NO. 6202

JOB NUMBER: 30189
DATE: 08/09/11
SCALE: 1"=500'
SURVEYOR:
TECHNICIAN: J. KUTAC
DRAWING: 0619-0357-2502-1 exh B.dwg
TRACT ID:
PARTYCHIEF:
FIELDBOOKS:

PREPARED BY:



4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN TEXAS, 78735
(512) 447-0575
FAX: (512) 326-3029
EMAIL: SAM@SAMINC.BIZ

APPLICANT:



Lone Star Transmission
301 Congress Avenue, Suite 1850
Austin, TX 78701

PROJECT: LONESTAR CREZ
TRANSMISSION LINE

CROSSING #: WC-0619-0357-2502-1

GRANTOR:

FROM: UPTON
TO: RANKIN

SHEET 2 OF 4

G. W. CHAPMAN SURVEY
ABSTRACT NO. 1

SMITH, STERLING A.
& GERALDINE
CALLED 30.00 ACRES
VOL. 593, PG. 63
O.P.R.B.C.TX

POINT OF COMMENCEMENT
8" WOOD POST
N 6618704.88
E 2343535.14



GRAPHIC SCALE
1" = 100'

Bosque & Hill Counties
William Brooks Survey
Abstract No. 1

EXHIBIT C
Page 1 of 1

WORLEY, BENNY
BRAXTON JR.
CALLED 136.76
ACRES
VOL. 567, PG. 553
O.P.R.H.C.TX

PROPOSED STRUCTURE 29
N 6618551.79
E 2343302.18

N54°55'15"W
72.71'

POINT OF BEGINNING
N 6618520.90
E 2343369.34

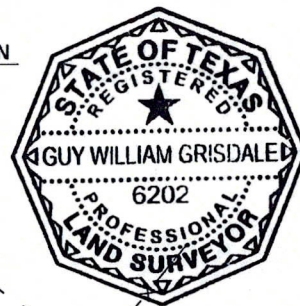
WC-0619-0357-2502-I
LAT. 31.81680139
LONG. -97.29295028

BRAZOS RIVER

S54°55'15"E

346.47'

POINT OF TERMINATION
N 6618321.78
E 2343652.88



DAVIS, DONALD. E.
(17.03 ACRES)
VOL. 1476, PG. 560
O.P.R.H.C.TX

WILLIAM BROOKS SURVEY
ABSTRACT NO. 1

PROPOSED STRUCTURE 28
N 6618043.91
E 2344025.19

I HEREBY CERTIFY THAT THIS SURVEY WAS
MADE ON THE GROUND UNDER MY DIRECTION
AND SUPERVISION AND THAT THIS PLAT IS TRUE
AND CORRECT TO THE BEST OF MY KNOWLEDGE.

GUY W. GRISDALED R.P.L.S. NO. 6202

LINE TABLE - 34,645.81 SQ. FT.

LINE NO.	BEARING	DISTANCE
L1	N44°28'42"E	101.36'
L2	S54°57'24"E	345.00'
L3	S42°47'52"W	100.91'
L4	N54°57'24"W	348.00'
L5	N12°32'08"E	266.19'
L6	S24°28'51"E	148.75'

BEARING BASIS:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD
83/93 (CORS). COORDINATES SHOWN ARE GRID
VALUES.

DATE OF ALIGNMENT: 08/09/11

LEGEND

— R — PROPERTY LINE
1/2" IRON ROD W/PLASTIC SAM, INC. CAP SET

O.P.R. OFFICIAL PUBLIC RECORDS
O.P.R.B.C. TX OFFICIAL PUBLIC RECORDS BOSQUE COUNTY, TEXAS
O.P.R.H.C. TX OFFICIAL PUBLIC RECORDS HILL COUNTY, TEXAS

JOB NUMBER: 30189
DATE: 08/09/11
SCALE: 1"=100'
SURVEYOR:
TECHNICIAN: J. KUTAC
DRAWING: 0619-0357-2502-I exh C.dwg
TRACT ID:
PARTYCHIEF:
FIELDBOOKS:

PREPARED BY:



4801 SOUTHWEST PARKWAY
PARKWAY TWO, SUITE 100
AUSTIN TEXAS, 78735
(512) 447-0575
FAX: (512) 526-3029
EMAIL: SAM@SAMINC.BIZ

APPLICANT:



Lone Star Transmission
301 Congress Avenue, Suite 1850
Austin, TX 78701

PROJECT: LONESTAR CREZ
TRANSMISSION LINE

CROSSING #: WC-0619-0357-2502-I
GRANTOR:
FROM: UPTON
TO: RANKIN

SHEET 3 OF 4

Application for Miscellaneous Easement
Crossing of Brazos River
G.W. Chapman Survey, Abstract No. 1
Bosque County, Texas and
William Brooks Survey, Abstract No. 1
Hill County, Texas

FN7880-R1

August 9, 2011
SAM, Inc. No. 30189

DESCRIPTION

CENTERLINE DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND WITHIN THE G.W. CHAPMAN SURVEY, ABSTRACT NUMBER 1, BOSQUE COUNTY, TEXAS AND THE WILLIAM BROOKS SURVEY, ABSTRACT NUMBER 1, HILL COUNTY, TEXAS, LYING ACROSS THE BRAZOS RIVER; SAID CENTERLINE OF A 100 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an 8 inch wood post (Grid Northing: 6,618,704.88, Grid Easting 2,343,535.14) at the southeast corner of a called 30 acre tract described in a deed to Sterling A. Smith and Geraldine Smith recorded in Volume 593, Page 63 Deed Records Bosque County, Texas, at the westerly line of Brazos River;

THENCE South 42 degrees 01 minutes 33 seconds West, through said 30 acre tract, a distance of 247.66 feet to a 1/2 inch iron rod with aluminum cap stamped "SAM,INC." set (Grid Northing: 6,618,520.90, Grid Easting: 2,343,369.34) at the intersection of the approximate west line of said Brazos River and the centerline of the herein described easement and being the **POINT OF BEGINNING** from which a 1 inch iron pipe found at the southwest corner of said 30 acre tract bears South 41 degrees 11 minutes 52 seconds West, a distance of 649.16 feet; (from said 1/2 inch iron rod with aluminum cap stamped "SAM,INC." a Proposed Structure No. 29 (Grid Northing: 6,618,551.79, Grid Easting: 2,343,302.18) bears North 54 degrees 55 minutes 15 seconds West, a distance of 72.71 feet;

THENCE crossing said Brazos River, along said centerline, South 54 degrees 55 minutes 15 seconds East, for a distance of 346.47 feet to a 1/2" iron rod with aluminum cap stamped "SAM,INC." set (Grid Northing: 6,618,321.78, Grid Easting: 2,343,652.88) at its intersection with the approximate east line of said Brazos River, being the **POINT OF TERMINATION** from which a 5/8 inch iron rod found for the southeast corner of a called 17.03 acre tract described in a deed to Donald E. Davis recorded in Volume 1476, Page 560 Official Public Records Hill County, Texas bears South 31 degrees 56 minutes 32 seconds East, a distance of 3,744.82 feet; (from said 1/2 inch iron rod with aluminum cap stamped "SAM,INC." a Proposed Structure No. 28 (Grid Northing: 6,618,043.91, Grid Easting: 2,344,025.19), bears South 54 degrees 55 minutes 15 seconds East, a distance of 464.38 feet.

BEARING BASIS: Texas State Plane Coordinates, Central Zone (4203), NAD 83(93)

THE STATE OF TEXAS

§
§
§

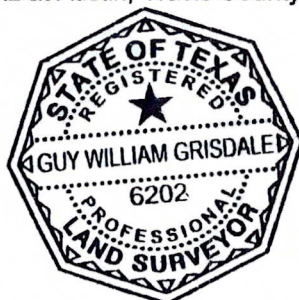
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

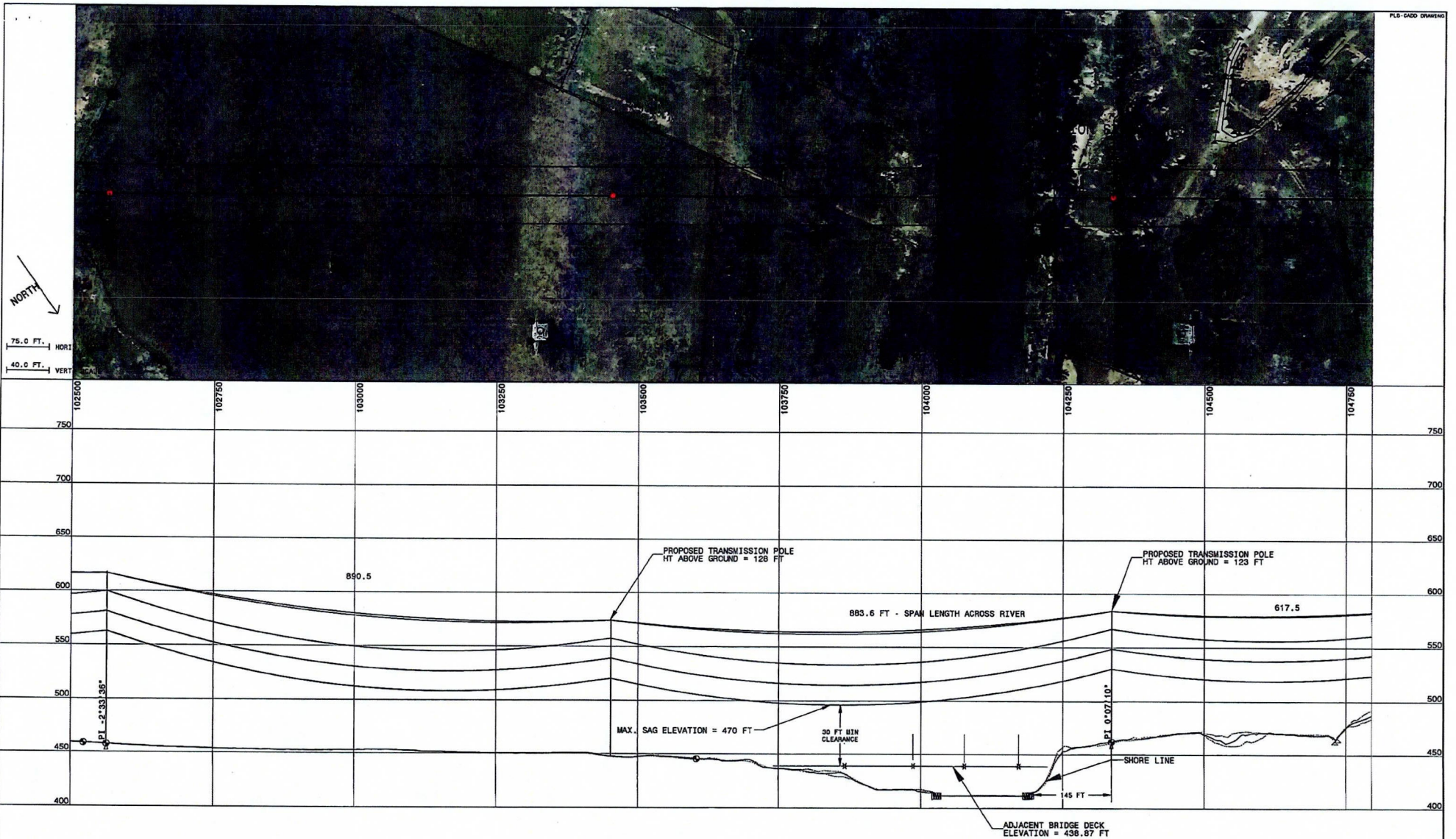
That I, Guy W. Grisdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas.

Surveying And Mapping, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Guy W. Grisdale
Guy W. Grisdale
Registered Professional Land Surveyor
No. 6202 - State of Texas



Peak Power Engineering, Inc.



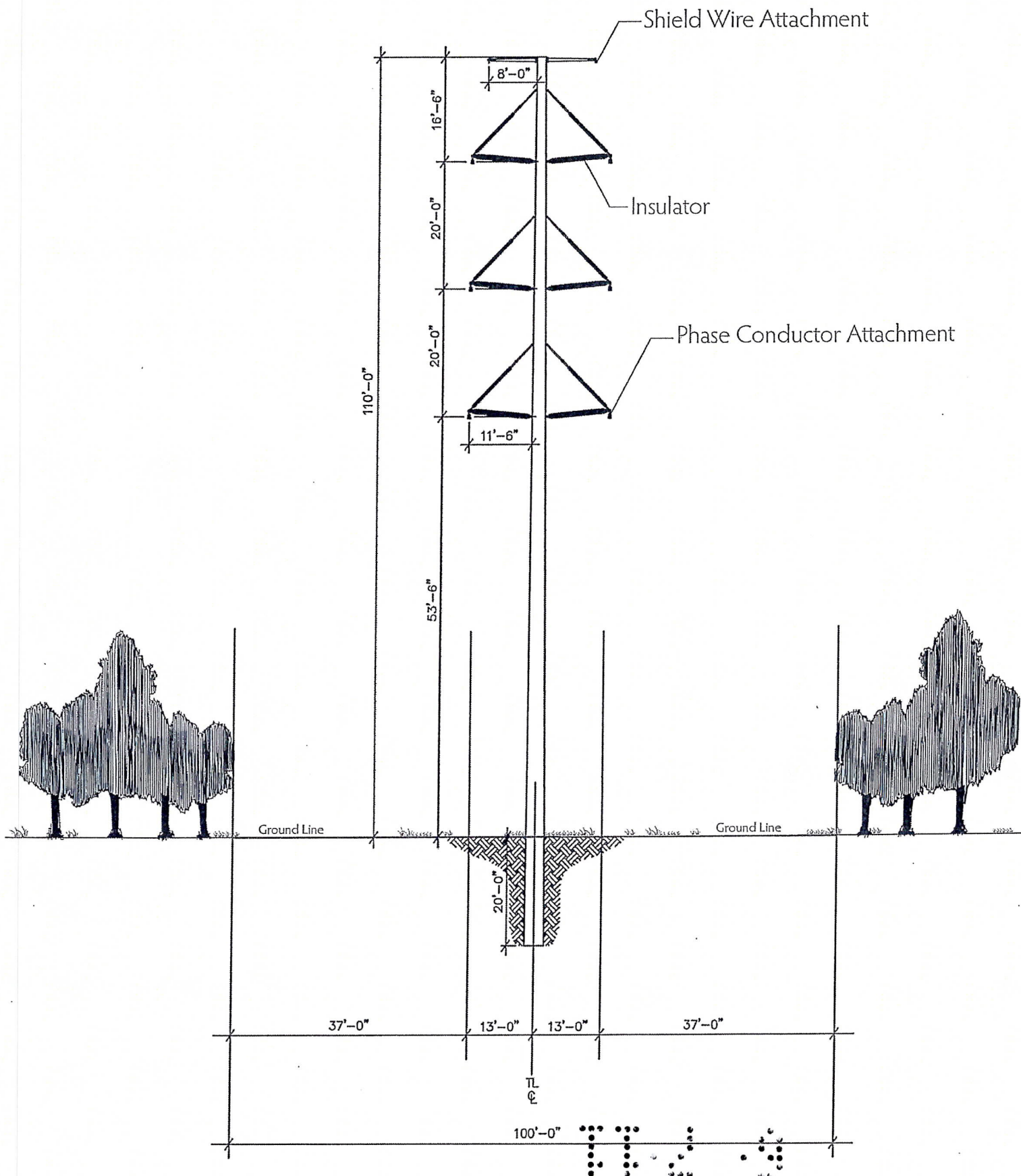
THIS DRAWING IS A COMPUTERIZED INSTRUMENT OF SERVICE OF PEAK POWER ENGINEERING, INC. AS OF THE DATE SHOWN ON THIS DRAWING. ANY RE-USE OR COPIING OF ANY PORTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION FROM AN AUTHORIZED EMPLOYEE OF PEAK POWER IS STRICTLY PROHIBITED. ONLY DRAWINGS MARKED "FOR CONSTRUCTION" AND CONSIDERED AN INSTRUMENT OF SERVICE. ANY RE-USE TRANSMITTED ELECTRONICALLY SHALL NOT BE CONSIDERED A CONTROLLED DOCUMENT.



REV	DESCRIPTION	ENG	DWN	CHK	DATE	ENG
A	CROSSING EXHIBIT	CTC	CTC	CTC	04/21/11	DWN:
B	GENERAL REVISION	CTC	ASB	CTC	04/28/11	CHK:
C	GENERAL REVISION	PHG	PHG	PHG	05/03/11	APP:

LONE STAR	
CREZ SCURRY - NAVARRO 345 KV TRANSMISSION LINE	
BRAZOS RIVER WATER CROSSING WC-619	
SCALE	AS SHOWN
DRAWING	SHEET 4 OF 4
REV	D

SPUN CONCRETE MONOPOLE 345 kV DOUBLE CIRCUIT TANGENT STRUCTURE



Rental

ROD AND FEE DETERMINATION

ME 20110133

SECTION	X COORDINATE BEGINNING	Y COORDINATE BEGINNING	X COORDINATE ENDING	Y COORDINATE ENDING	LENGTH (ft)	LENGTH (rods)	FEE (\$/rod)	TOTAL COST (\$)
1					0.00	0.0	\$71.00	\$0.00
2					0.00	0.0	\$71.00	\$0.00
3					0.00	0.0	\$71.00	\$0.00
4					0.00	0.0	\$71.00	\$0.00
5					0.00	0.0	\$71.00	\$0.00
6	2,343,410.42	6,618,557.15	2,343,687.87	6,618,362.57	338.88	20.5	\$71.00	\$1,455.50
7					0.00	0.0	\$71.00	\$0.00
8					0.00	0.0	\$71.00	\$0.00
9					0.00	0.0	\$71.00	\$0.00
10					0.00	0.0	\$71.00	\$0.00
11					0.00	0.0	\$71.00	\$0.00
12					0.00	0.0	\$71.00	\$0.00
13					0.00	0.0	\$71.00	\$0.00
14					0.00	0.0	\$71.00	\$0.00
15					0.00	0.0	\$71.00	\$0.00
16					0.00	0.0	\$71.00	\$0.00
CURVES	R	A (deg)	A (min)	A (sec)	338.88	20.5		\$1,455.50
1					0.00	0.0	\$71.00	\$0.00
2					0.00	0.0	\$71.00	\$0.00
3					0.00	0.0	\$71.00	\$0.00
TOTALS					338.88	20.5		\$1,455.50

MINIMUM \$500

Damages

ME 20110133

ROD AND FEE DETERMINATION

SECTION	X COORDINATE BEGINNING	Y COORDINATE BEGINNING	X COORDINATE ENDING	Y COORDINATE ENDING	LENGTH (ft)	LENGTH (rods)	FEE (\$/rod)	TOTAL COST (\$)
1					0.00	0.0	\$20.00	\$0.00
2					0.00	0.0	\$20.00	\$0.00
3					0.00	0.0	\$20.00	\$0.00
4					0.00	0.0	\$20.00	\$0.00
5					0.00	0.0	\$20.00	\$0.00
6	2,343,410.42	6,618,557.15	2,343,687.87	6,618,362.57	338.88	20.5	\$20.00	\$410.00
7					0.00	0.0	\$20.00	\$0.00
8					0.00	0.0	\$20.00	\$0.00
9					0.00	0.0	\$20.00	\$0.00
10					0.00	0.0	\$20.00	\$0.00
11					0.00	0.0	\$20.00	\$0.00
12					0.00	0.0	\$20.00	\$0.00
13					0.00	0.0	\$20.00	\$0.00
14					0.00	0.0	\$20.00	\$0.00
15					0.00	0.0	\$20.00	\$0.00
16					0.00	0.0	\$20.00	\$0.00
CURVES	R	A (deg)	A (min)	A (sec)	338.88	20.5		\$410.00
1					0.00	0.0	\$20.00	\$0.00
2					0.00	0.0	\$20.00	\$0.00
3					0.00	0.0	\$20.00	\$0.00
TOTALS					338.88	20.5		\$410.00

MINIMUM \$500-

Office

Project

8 June 2011

INPUT

State Plane, NAD83
4202 - Texas North Central, U.S. Feet

OUTPUT

Geographic, NAD27

Accuracies of conversions from NAD 83 to NAD 27 are typically 12 to 18 cm.

Reeves

1/2

Northing/Y: 6618557.15

Latitude: 31 49.0171001

Easting/X: 2343410.42

Longitude: 97 17.5724181

Convergence: 0 39 29.53022

Scale Factor: 1.000102575

Datum Shift (m.): Delta Lat. = -17.731, Delta Lon = -27.279

Reeves

2/2

Northing/Y: 6618362.57

Latitude: 31 48.9844863

Easting/X: 2343687.87

Longitude: 97 17.5192701

Convergence: 0 39 31.26948

Scale Factor: 1.000102777

Datum Shift (m.): Delta Lat. = -17.733, Delta Lon = -27.276

49-01.02
17-34.34

Remark:

GLOBase Main Menu | Business Entity Search | Energy Paper Search | PSF Land Search | Well Inventory Search

PSF Land Details

PSF Land ID: 01-000703
Land Status: Active

Related Business Entities	Related Leases/Units	Related PSF Land	View Map
County Interest	Parent Land	Quad Maps Restrictions	Survey

Land Information

Base File ID
PSF Land ID 01-000703
Class/Sub Class PERMANENT SCHOOL FUND LAND / COASTAL
Land Type 01 / RIVERS / CREEKS / BAYOUS
County Code/
Name 109 / HILL
Certificate
Number
Acquisition Cost \$0.00 Acquisition Date
Within City Out Date

Land Comments

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Updated On		By	
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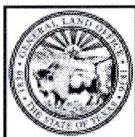
Survey Information

Survey Name
Part Of
Section/Traet Lot
Block Block Name
Water Body BRAZOS RIVER
Township Sub Division
Abstract 0 Addition
Orig Townsite
Acres 0.000 Energy Leased Acres 0.000

Updated On		By	
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Parent Information

Parent ID



For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000

[GLOBase Main Menu](#) | [Business Entity Search](#) | [Energy Paper Search](#) | [PSF Land Search](#) | [Well Inventory Search](#)

PSF Land Details

PSF Land ID: 01-000687
Land Status: Active

Related Business Entities	Related Leases/Units	Related PSF Land	View Map
County	Parent Land	Quad Maps	Restrictions
Interest			Survey

Land Information

Base File ID	
PSF Land ID	01-000687
Class/Sub Class	PERMANENT SCHOOL FUND LAND / COASTAL
Land Type	01 / RIVERS / CREEKS / BAYOUS
County Code/ Name	18 / BOSQUE
Certificate Number	
Acquisition Cost	\$0.00
Within City	
Acquisition Date	
Out Date	

Land Comments

--

Updated On		By	
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Survey Information

Survey Name		Lot	
Part Of		Block Name	
Section/Tract			
Block			
Water Body	BRAZOS RIVER		
Township		Sub Division	
Abstract	0	Addition	
Orig Townsite			
Acres	0.000	Energy Leased Acres	320.000

Updated On		By	
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Parent Information

Parent ID



*For technical support please contact the Technical Support Center at 463-8877
This page last updated on 4 November 2000*

1

File No. W/E 20110133

Application Pkt

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

T E X A S



G E N E R A L L A N D O F F I C E

JERRY PATTERSON, COMMISSIONER

June 29, 2011

Mr. Brice Paris
Lone Star Transmission, LLC
105 East Road (U.S. Hwy 281)
Stephenville, TX 76401-4513

Re: Miscellaneous Easement No. ME20110133
BOSQUE & HILL Counties, Texas

Dear Mr. Paris:

Enclosed are two originals of the contract for the above referenced project. A consideration of \$2,215.50 has been assessed for a 10-year term.

Please sign both original contracts before a notary public and return them, along with a check in the amount of \$2,215.50, made payable to the Commissioner of the General Land Office (GLO), to the attention of Asset Inspection, at the address below within twenty (20) days of receipt of this letter. This figure represents the 10-year land-use fee, one time surface damages and the required \$350.00 filing fee.

Please return the enclosed invoice with your signed contracts and payment. This will ensure that the payment is properly credited to your account.

When the contracts are received and executed by the GLO one original will be returned to you and one retained for our files.

Submission of the signed and notarized contracts to the GLO will constitute Lone Star Transmission, LLC's acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions or if I may be of assistance, please call me at (512) 475-0518.

Sincerely,

Greg George
Asset Inspection

Enclosures

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

2

File No. ME 20110133

SIGNATURE JETTER

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

0.12.11



Stephenville Field Office

105 East Road (U.S. Hwy 281)

Stephenville, Texas 76401

Main: (254) 918-0792

FAX: (254) 918-0793

August 12, 2011

The State of Texas
General Land Office
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495

Attn: Mr. Greg George
Asset Inspection

Subject: LoneStar Transmission, LLC - Water Crossing No. 619
State of Texas - GLO - Miscellaneous Easement No. ME20110133

The enclosed Texas General Land Office (GLO) Miscellaneous Easement, Tracking No. ME02110133, has been executed by LoneStar Transmission in duplicate as requested.

Also, enclosed is our Check No. 5000000480, in the amount of \$2,215.50 as requested payment for the miscellaneous easement contract to cross the Brazos River (our crossing No. WC-0619) located in Bosque County.

Once GLO has executed the Miscellaneous Easement contract, please return a fully executed copy to me.

Your cooperation and assistance in this regard is appreciated, and should you desire any further information from me, please do not hesitate to call me at any time at (254) 595-1494.

Sincerely,

Brice D. Paris

Real Estate Services

Consultant for LoneStar Transmission, LLC

Enclosures: Miscellaneous Easement for Tracking #ME20110133 (2 executed copies)
Miscellaneous Easement Contract Fee, \$2,215.50, Check No. 5000000480

Invoice Number	Invoice Date	Document Header Text	Gross Amount	Discount	Net Amount
WC-619 CKREQUEST	06/29/2011	*ACCT C000050665	2,215.50	0.00	2,215.50
		Check Total.....			\$2,215.50
					ISL

**USE THIS STATEMENT, AS THE FIRST PAGE, WHEN
RETURNING THE SIGNED CONTRACT**



Invoice for Account C000050665

Texas General Land Office - Jerry Patterson, Commissioner
PO Box 12873 Austin, TX 78711-2873

Customer Service (800) 998-4456 7:30am – 5:30pm Monday – Friday

Customer Information

Statement date: June 29, 2011
CustomerID: C000050665

Lone Star Transmission, LLC
105 East Road (U.S. Hwy 281)
Stephenville, TX 76401-4513

Activity Description
Electric Line

Invoice Summary

Contract Term: Effective Date 06/01/2011 Expiration Date 05/31/2021
Total Consideration Payment: \$2,215.50

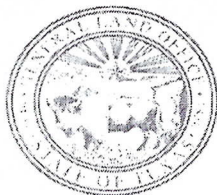
Amount Due

Invoice Date	Due Date	Lease Number	Description	GLA	Amount
6/29/11	07/19/2011	ME20110133 AUS35091	Fee	3301040	\$350.00
6/29/11	07/19/2011	ME20110133 AUS35091	Rental Payment	3340027	\$1,455.50
6/29/11	07/19/2011	ME20110133 AUS35091	Surface Damages	3328001	\$ 410.00
Total Consideration Due					\$2,215.50

Preparer: ggeorge

CustomerID: C000050665

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 29, 2011

Mr. Brice Paris
Lone Star Transmission, LLC
105 East Road (U.S. Hwy 281)
Stephenville, TX 76401-4513

Re: Miscellaneous Easement No. ME20110133
BOSQUE & HILL Counties, Texas

Dear Mr. Paris:

Enclosed are two originals of the contract for the above referenced project. A consideration of \$2,215.50 has been assessed for a 10-year term.

Please sign both original contracts before a notary public and return them, along with a check in the amount of \$2,215.50, made payable to the Commissioner of the General Land Office (GLO), to the attention of Asset Inspection, at the address below within twenty (20) days of receipt of this letter. This figure represents the 10-year land-use fee, one time surface damages and the required \$350.00 filing fee.

Please return the enclosed invoice with your signed contracts and payment. This will ensure that the payment is properly credited to your account.

When the contracts are received and executed by the GLO one original will be returned to you and one retained for our files.

Submission of the signed and notarized contracts to the GLO will constitute Lone Star Transmission, LLC's acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions or if I may be of assistance, please call me at (512) 475-0518.

Sincerely,

Greg George
Asset Inspection

Enclosures

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

3

File No. AE 20110133

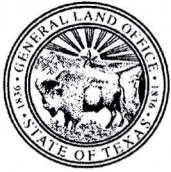
Inv & Pmt

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

07277



MEMORANDUM

Texas General Land Office • Jerry Patterson • Commissioner

To: Commissioner Jerry E. Patterson
From: Greg George (512) 475-0518
Through: *GR For NRP* Ned Polk, Rene Truan, and Larry L. Laine
Date: June 9, 2011
Re: ME20110133

Attached is a **New** Miscellaneous Easement Contract for your approval and signature on the pages indicated.

This contract is issued under Chapter 51 et seq. of the Texas Natural Resources Code which authorizes the Commissioner of the General Land Office to issue grants of interest for use of the surface estate of unsold Permanent School Fund Lands under the management authority of the General Land Office. Chapter 51 Leases and Easements do not require approval by the School Land Board.

Authorization for the project, as described below, will be consistent with past action by the agency on similar activities. The contract has been reviewed by technical and legal staff and determined to be consistent with existing GLO rules and policies.

Document Number	-	ME20110133
Lessee/Grantee	-	Lone Star Transmission, LLC
Location	-	Brazos River
Counties	-	Bosque and Hill
Purpose	-	One (1) 345-kV double circuit electric transmission line. This easement is 20.5 rods long and 100 feet wide.
Term	-	Ten (10) Years
Consideration/Schedule	-	\$1,455.50 Rental and \$410.00 for surface damages.
Special Conditions	-	See Article 5.04 A

Please return to **Yolanda Gonzales**, Asset Inspection Division, Room 110, phone # 305-9050.

4

File No. ME 20110133

Memo to Exec

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT No. ME20110133

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BOSQUE & HILL

This Miscellaneous Easement, ME20110133 (the "Agreement"), is granted by virtue of the authority granted in Section 51.291, et seq., TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office (the "GRANTOR"), hereby grants to Lone Star Transmission, LLC, a Delaware limited liability company, whose address is 105 East Road, Stephenville, TX 76401-4513, phone number (254) 918-0792, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Bosque and Hill Counties, Texas, described as follows:

Brazos River and the easement is a right-of-way 20.5 rods long and 100 feet wide, being 50 feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 200 feet wide, being 100 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/ or replacement of the electric line is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 200 feet wide being 100 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, the Survey Plat and Centerline Description attached hereto as Exhibit B, collectively incorporated by reference for all purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE GRANTOR AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

ARTICLE III. TERM

3.01. This Agreement is for a period of ten (10) years, beginning on June 1, 2011, and ending on May 31, 2021, unless renewed, amended, or sooner terminated as authorized by law or as set forth herein.

3.02. Provided that Grantee has complied with all provisions of this Agreement to the complete satisfaction of the GRANTOR, Grantee shall have the right to extend and renew this Agreement for an additional term of ten (10) years by taking the following actions:

(i) not later than one hundred eighty (180) days prior to expiration of the term of this Agreement, provide written notice to the GRANTOR of Grantee's intent to renew the Agreement;

(ii) complete and submit to the GRANTOR for approval, an application for renewal within thirty (30) days following receipt of the application;

(iii) pay the applicable renewal fee, pursuant to the rate schedule in effect at the time of renewal; and

(iv) if required by the GRANTOR, provide documentation of the location of the Improvements and, if applicable, a burial survey.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the granting of this easement, Grantee agrees to pay the GRANTOR (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of One Thousand Four Hundred Fifty-Five And 50/100 Dollars (\$1,455.50), due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall, at the GRANTOR'S option, make all payments due and payable immediately.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against the Premises or the Improvements constructed thereon, provided such taxes result from Grantee's use of this easement. Grantee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Grantee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.

4.03. Grantee agrees to and shall protect and hold the GRANTOR harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, and repair one (1) 345-kV double circuit electric transmission line (the "Improvements"). Grantee shall not use the Premises for any other purpose without first obtaining written consent of the GRANTOR, which consent may be granted or withheld in the GRANTOR'S sole discretion.

5.02. A. The GRANTOR and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent State-owned land or land owned by Grantee, provided in the exercise of this right the GRANTOR and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. Grantee shall have the right of ingress and egress for the purposes of constructing, maintaining, operating, inspecting, and repairing the Improvements and such right is not granted for any other purpose. Grantee and the GRANTOR mutually agree to use contiguous or adjacent State-owned land or land owned by Grantee, respectively, only to the extent and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the GRANTOR'S right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises and/or as necessary for the GRANTOR to confirm the removal (in whole or in part) of the Improvements. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement.

5.03. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from any act or omission of Grantee or Grantee's officers, employees, agents, contractors and invitees, which are related to the exercise of the rights granted in this Article V.

5.04. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.
3. Grantee agrees to pay to Grantor the damages determined in accordance with the provisions of 31 TAC §13.17 (a). Payment shall be made in the same manner and at the same time of the payment to be made under Section 4.01.

B. Prior to any construction, installation or other activities on the Premises, Grantee shall provide written notice of all Special Conditions, if any, to any contractor and/or agent involved in such activities. Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.05. The GRANTOR, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair (and Grantee agrees to repay the Grantor the reasonable cost thereof on written demand) and any other purpose necessary to protect the GRANTOR'S interests therein. Further, the GRANTOR shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in the GRANTOR'S sole discretion, to be consistent with Grantee's easement grant.

5.06. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.07. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V shall render such Improvements "unauthorized structures" under TEX. NAT. RES. CODE §51.302.

ARTICLE VI. ASSIGNMENTS

6.01. GRANTEE SHALL NOT ASSIGN THE PREMISES OR THE RIGHTS GRANTED HEREIN, IN WHOLE OR PART, TO ANY THIRD PARTY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTOR, WHICH MAY BE GRANTED OR DENIED IN THE GRANTOR'S SOLE DISCRETION. ANY UNAUTHORIZED ASSIGNMENT SHALL BE VOID AND OF NO EFFECT, AND SUCH ASSIGNMENT SHALL NOT RELIEVE GRANTEE OF ANY LIABILITY FOR ANY OBLIGATION, COVENANT, OR CONDITION OF THIS AGREEMENT. THIS PROVISION, AND THE PROHIBITION AGAINST ASSIGNMENT CONTAINED HEREIN, SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, AN ASSIGNMENT IS ANY TRANSFER, INCLUDING BY OPERATION OF LAW, TO ANOTHER OF ALL OR PART OF THE PROPERTY, INTEREST OR RIGHTS HEREIN GRANTED.

ARTICLE VII. PROTECTION OF NATURAL and HISTORICAL RESOURCES

7.01. Grantee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the GRANTOR, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915, 16 U.S.C.A. SECTION 470, ET.SEQ.) AND THE TEXAS ANTIQUITIES CODE [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE TAKEN. IN THE EVENT THAT GRANTEE IS REQUIRED TO CEASE ACTIVITIES, THE GRANTOR SHALL NOT BE LIABLE FOR ANY COSTS OF GRANTEE, GRANTEE'S

AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY INTERRUPTION OF GRANTEE'S ACTIVITIES OR INABILITY TO USE THE PREMISES AS HEREIN CONTEMPLATED.

ARTICLE VIII. INDEMNITY and INSURANCE

8.01. GRANTEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE GRANTOR, THE GRANTOR'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM GRANTEE'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS STATE-OWNED LAND) OR FROM ANY BREACH BY GRANTEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN.

8.02. A. Grantee agrees to either (i) purchase and maintain a Required Policy (as hereinafter defined) of insurance coverage, or (ii) provide Financial Documentation (as hereinafter defined) to the GRANTOR. Grantee agrees to deliver or cause to be delivered to the GRANTOR and/or the GRANTOR'S designee either, as applicable: (i) a certificate of insurance for any Required Policy or (ii) Financial Documentation, within ten (10) days of execution of this Agreement. At all times during the term of this Agreement, Grantee shall cause the required evidence of insurance coverage or financial capacity to be deposited with the GRANTOR. If Grantee fails to do so, such failure may be treated by the GRANTOR as a default by Grantee under this Agreement.

B. The phrase "Required Policy" shall mean the policy of insurance required to be maintained by Grantee under the rules promulgated by the General Land Office and/or the School Land Board. Such Required Policy shall insure against any and all loss or damage as may be required by rule (including, without limitation, coverage for bodily injury, death, property damage, premises and operations, products liability, contractual liability, and/or strict liability). Any Required Policy shall name the GRANTOR (and any of its successors and assigns designated by the GRANTOR) as an additional insured.

C. The phrase "Financial Documentation" shall mean a financial statement and/or other evidence of financial responsibility or capacity which is determined to be satisfactory to the GRANTOR.

ARTICLE IX. DEFAULT, TERMINATION and EXPIRATION

9.01. If, following 30 days prior written notice from the GRANTOR specifying a default or breach, Grantee fails to pay any money due hereunder or is in breach of any term or condition of this Agreement, the GRANTOR shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee in accordance with Article XI of this Agreement. Upon sending of such written notice, this Agreement shall automatically terminate and all rights granted herein to Grantee shall revert to the GRANTOR. Such termination shall not prejudice the rights of the GRANTOR to collect any money due or to seek recovery on any claim arising hereunder.

9.02. A. Except as otherwise provided in subsection B, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with General Land Office guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or

payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify the GRANTOR at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

B. Pursuant to 31 TEX. ADMIN. CODE §13.13(c)(1), the GRANTOR may waive the removal/restoration requirements in this Section 9.02 if, in the GRANTOR'S sole opinion and discretion, such waiver is in the best interest of the Grantor. Any such waiver shall be in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvement(s), and other factors considered to be in the best interest of the GRANTOR.

ARTICLE X. HOLDOVER

10.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by Grantee under this Agreement shall be increased such that the Consideration payable under Section 4.01 of this Agreement and any other sums payable hereunder shall be two hundred percent (200%) of the amount payable to the GRANTOR by Grantee for the applicable period immediately preceding the first day of the holdover period. Grantee acknowledges that in the event it holds over, the GRANTOR'S actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of hold over Consideration does not imply GRANTOR consent to hold over.

10.02. The tenancy from month-to-month described in Section 10.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10.03. The Consideration due after notice of termination has been given is to be calculated according to Section 10.01 hereinabove on a pro rata basis. If upon notice of termination by the GRANTOR, Grantee pays Consideration in excess of the amount due and payable and the GRANTOR accepts such payment, the acceptance of such payment will not operate as a waiver by the GRANTOR of the notice of termination unless such waiver is in writing and signed by the GRANTOR. Any such excess amounts paid by Grantee and accepted by the GRANTOR shall be promptly refunded by the GRANTOR after deducting therefrom any amounts owed to the GRANTOR.

ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the GRANTOR to Deputy Commissioner, Professional Services, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5098, and if for Grantee, to it at 105 East Road, Stephenville, TX 76401-4513, and FAX: (254) 918-0793. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. A. Grantee shall submit to the GRANTOR, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 12.01, the GRANTOR shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the GRANTOR and set forth in Section 2.01 hereof. If there are any changes or discrepancies in the location of the Improvements authorized by this Agreement, the GRANTOR may, in its sole discretion, either (i) terminate this Agreement and require removal and/or relocation of the Improvements upon written notice to Grantee, or (ii) replace Exhibit "B" attached hereto with a substitute corrected exhibit denoted "Exhibit B-1". The substitute shall be the as-built survey, signed by both parties, and, upon attachment hereto, Exhibit "B" shall be void and of no further effect.

12.02. If all or any part of the Improvements are buried, Grantee shall submit to the GRANTOR, one hundred eighty (180) days following installation or construction of the Improvements, a "burial survey" prepared by a surveyor duly licensed by the State of Texas. The burial survey shall be conducted in accordance with the GRANTOR'S survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the burial survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the GRANTOR'S written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the GRANTOR may, in addition to any other remedy and in the GRANTOR'S sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

12.03. Grantee shall provide written notice to the GRANTOR of any change in Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.04. Grantee shall provide to the GRANTOR any other information reasonably requested by the GRANTOR in writing within fifteen (15) days following such request or such other time period approved by the GRANTOR (such approval not to be unreasonably withheld).

12.05. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the GRANTOR describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the GRANTOR at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the GRANTOR shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the GRANTOR'S sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the GRANTOR has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the GRANTOR is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources. Within twenty-four (24) hours following such emergency

actions, Grantee shall provide notice to the GRANTOR of such actions as hereinabove provided. (If not during normal business hours, call 1-800-832-8224).

12.06. Grantee hereby acknowledges that late submission by Grantee to the GRANTOR of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the GRANTOR to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the GRANTOR on or before five (5) days after the date when due, then, Grantee shall pay to the GRANTOR a "Late Charge" equal to one hundred dollars (\$100.00) for each day so past due. The GRANTOR and Grantee agree that such Late Charge represents a fair and reasonable estimate of the expenses that the GRANTOR will incur by reason of such late submission of information by Grantee. Acceptance of such Late Charge by the GRANTOR shall not constitute a waiver of Grantee's default with respect to any such past due information, nor prevent the GRANTOR from exercising any other rights and remedies granted under this Agreement, at law, or in equity.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

13.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the GRANTOR, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the GRANTOR to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire agreement, not just to the specific article, section or paragraph in which such words appear.

13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the GRANTOR nor failure by the GRANTOR to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the GRANTOR'S rights hereunder. Waiver by the GRANTOR of any right for any default of Grantee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the GRANTOR hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the GRANTOR unless such waiver be in writing, signed by a duly authorized representative of the GRANTOR.

13.04. No provision of this Agreement shall be construed in such a way as to constitute the GRANTOR and Grantee joint venturers or co-partners or to make Grantee the agent of the GRANTOR or make the GRANTOR liable for the debts of Grantee.

13.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06. Under no circumstances whatsoever shall the GRANTOR ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on the GRANTOR during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the GRANTOR shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

13.07. All monetary obligations of the GRANTOR and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

13.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the GRANTOR by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the GRANTOR is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the GRANTOR not expressly set forth in this Agreement.

ARTICLE XIV. FILING

14.01. Grantee shall, at its sole cost and expense, record this Agreement in the Bosque and Hill Counties Real Property Records and provide a file marked copy to the GRANTOR within 60 days after this Agreement is executed by all parties.

ARTICLE XV. ENTIRE AGREEMENT

15.01. This Agreement ME20110133, including exhibits, constitutes the entire agreement between the GRANTOR and Grantee and no prior written or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, assigned or extended except by written instrument signed by all parties hereto.

15.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

IN TESTIMONY WHEREOF, witness my hand and Seal of Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: LONE STAR TRANSMISSION, LLC

By: Jerry E. Patterson
JERRY E. PATTERSON
Commissioner, General Land Office

By: [Signature]

Name: Michael G. GRABLE

Title: PRESIDENT

Date: 8/23/2011

Date: 1 Aug 2011

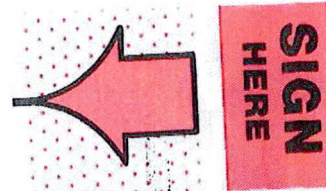
APPROVED:

Contents: AK for NSP

Legal: CMS

Deputy: [Signature]

Executive: [Signature]



ACKNOWLEDGMENT

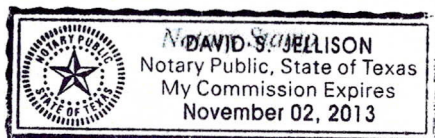
STATE OF Texas §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of August, 2011,

by Michael G. Grable
(Grantee representative signing this document)

[Signature]
(Notary Signature)



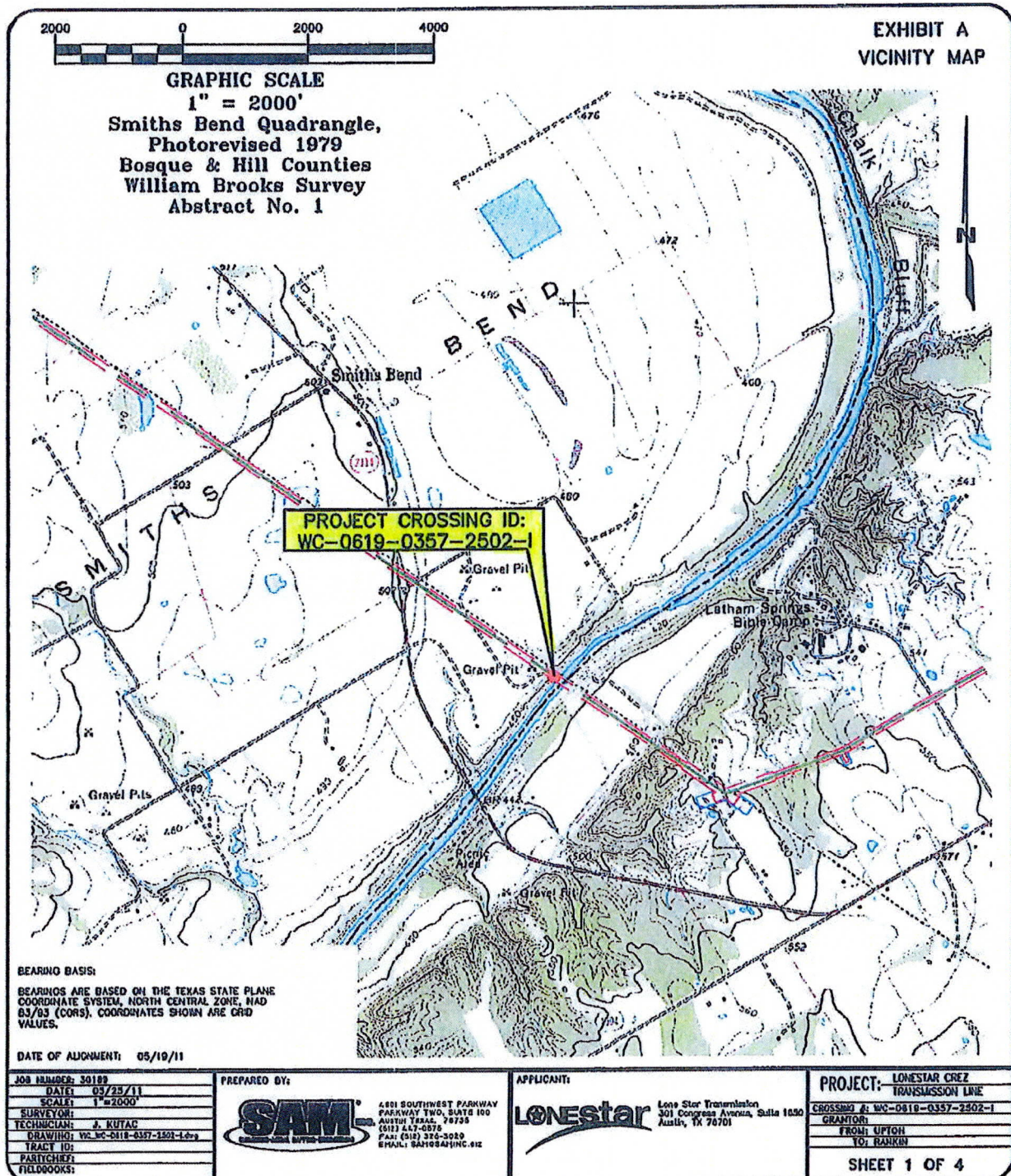
Notary Public, State of Texas

My commission expires: 11-02-2013

VICINITY MAP

Exhibit A
ME20110133

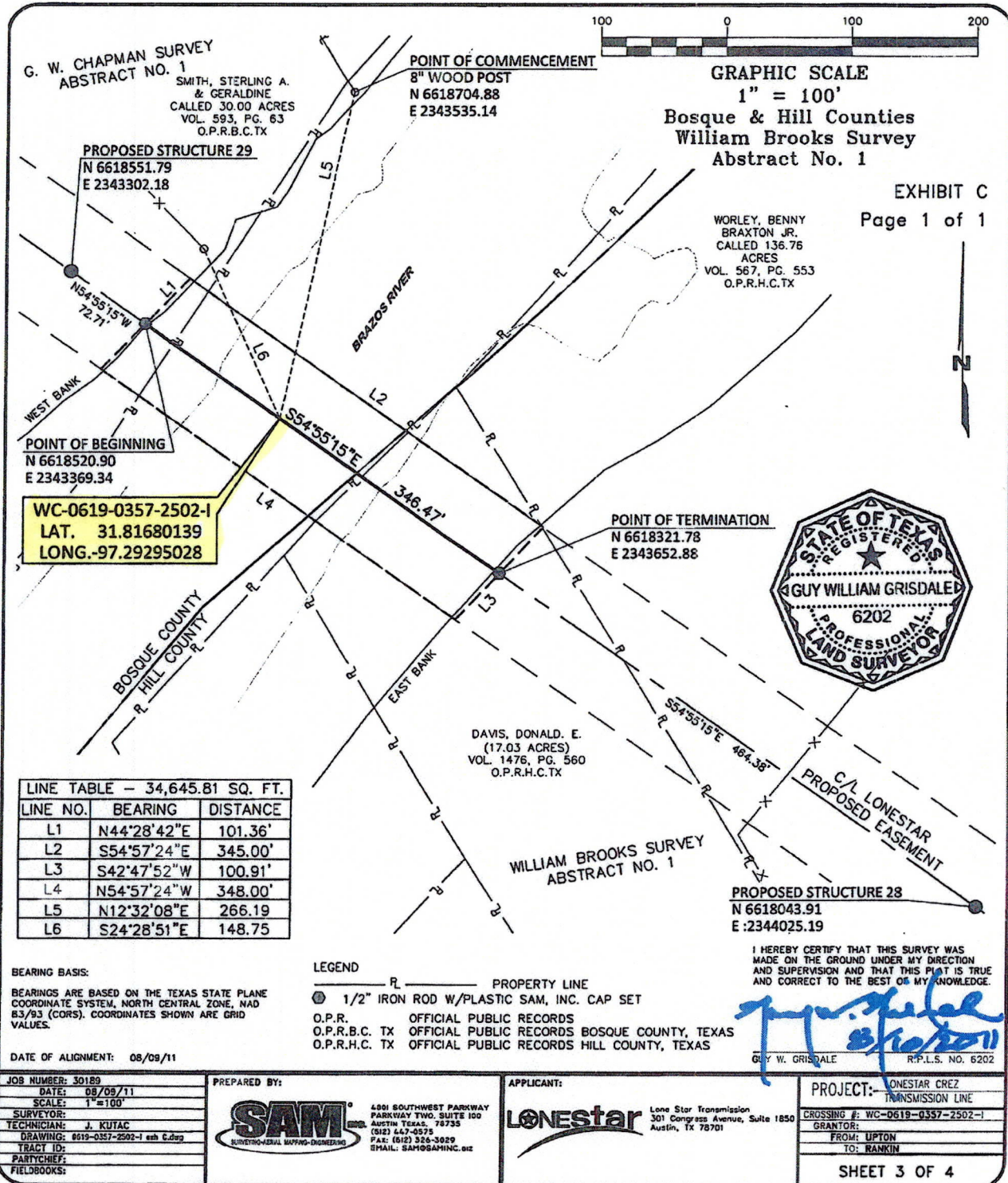
BRAZOS RIVER, HILL AND BOSQUE COUNTIES, TEXAS



PATENT: LONE STAR TRANSMISSION LINES LONE STAR CREZ/UTILITY AND ROAD CROSSING SPECIALTY CROSSING DISTRICT WC-0619-0357-2502-100"

SURVEY PLAT

Exhibit B
ME20110133
Page 1 of 2



CENTERLINE DESCRIPTION

Exhibit B
ME20110133
Page 2 of 2

Application for Miscellaneous Easement
Crossing of Brazos River
G.W. Chapman Survey, Abstract No. 1
Bosque County, Texas and
William Brooks Survey, Abstract No. 1
Hill County, Texas

FN7880-R1

August 9, 2011
SAM, Inc. No. 30189

DESCRIPTION

CENTERLINE DESCRIPTION OF A 100 FOOT WIDE STRIP OF LAND WITHIN THE G.W. CHAPMAN SURVEY, ABSTRACT NUMBER 1, BOSQUE COUNTY, TEXAS AND THE WILLIAM BROOKS SURVEY, ABSTRACT NUMBER 1, HILL COUNTY, TEXAS, LYING ACROSS THE BRAZOS RIVER; SAID CENTERLINE OF A 100 FOOT WIDE STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an 8 inch wood post (Grid Northing: 6,618,704.88, Grid Easting 2,343,535.14) at the southeast corner of a called 30 acre tract described in a deed to Sterling A. Smith and Geraldine Smith recorded in Volume 593, Page 63 Deed Records Bosque County, Texas, at the westerly line of Brazos River;

THENCE South 42 degrees 01 minutes 33 seconds West, through said 30 acre tract, a distance of 247.66 feet to a 1/2 inch iron rod with aluminum cap stamped "SAM,INC." set (Grid Northing: 6,618,520.90, Grid Easting: 2,343,369.34) at the intersection of the approximate west line of said Brazos River and the centerline of the herein described easement and being the POINT OF BEGINNING from which a 1 inch iron pipe found at the southwest corner of said 30 acre tract bears South 41 degrees 11 minutes 52 seconds West, a distance of 649.16 feet; (from said 1/2 inch iron rod with aluminum cap stamped "SAM,INC." a Proposed Structure No. 29 (Grid Northing: 6,618,551.79, Grid Easting: 2,343,302.18) bears North 54 degrees 55 minutes 15 seconds West, a distance of 72.71 feet;

THENCE crossing said Brazos River, along said centerline, South 54 degrees 55 minutes 15 seconds East, for a distance of 346.47 feet to a 1/2" iron rod with aluminum cap stamped "SAM,INC." set (Grid Northing: 6,618,321.78, Grid Easting: 2,343,652.88) at its intersection with the approximate east line of said Brazos River, being the POINT OF TERMINATION from which a 5/8 inch iron rod found for the southeast corner of a called 17.03 acre tract described in a deed to Donald E. Davis recorded in Volume 1476, Page 560 Official Public Records Hill County, Texas bears South 31 degrees 56 minutes 32 seconds East, a distance of 3,744.82 feet; (from said 1/2 inch iron rod with aluminum cap stamped "SAM,INC." a Proposed Structure No. 28 (Grid Northing: 6,618,043.91, Grid Easting: 2,344,025.19), bears South 54 degrees 55 minutes 15 seconds East, a distance of 464.38 feet.

BEARING BASIS: Texas State Plane Coordinates, Central Zone (4203), NAD 83(93)

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Guy W. Grisdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas.

Surveying And Mapping, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



Guy W. Grisdale
Registered Professional Land Surveyor
No. 6202 - State of Texas

Instructions for Preparing Exhibits for the following General Land Office Applications:

Exhibit C
ME20110133

Miscellaneous Easements (Rights-of-Way) Sub-Surface Easements

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Right-of-way/ROW), Surface Lease, or Sub-Surface Easement** on state land.

The information specified below represents minimum requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are PERMISSIBLE and USABLE for GLO applications provided they meet the following requirements.

IF SUBMITTING SURVEY PLATS DIGITALLY, PLEASE PROVIDE THE INFORMATION IN ONE OF THE FOLLOWING FORMATS:

1. In an ESRI format (i.e. Shape file, E00, or Geodatabase)
2. AutoDesk Map 6 or earlier version in a DWG format.
3. **And Projection Information of the data set submitted.**

A. GENERAL INSTRUCTIONS for ALL APPLICATIONS:

1. Each map or plat should be 8-1/2" x 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (f) project location as follows:
 - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
 - (2) if on submerged land, then provide county name, waterbody name, and state tract number;
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. Vicinity Maps -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. A prominent arrow on the map should indicate the project location. An 8 1/2" x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.

7. Project Site Map -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format), which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. A prominent arrow on the map should indicate the project location and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). **Additional guidance for preparing Project Site Maps is provided in Section B of this document.**

8. Detailed Project Plan -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or propertylines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. Dimensions of all structures (existing and proposed) that will encumber state-owned lands at the project site.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

New Installations: Each application for installation of a new power transmission line or communication line must include with the application a profile drawing showing the proposed depth of burial at not less than 36" below the surface.

GLO will issue an easement using the proposed ROW and depth of burial information. Following installation of the line, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of and sealed by a registered public land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and installation elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

Existing Installations: At time of renewal of an easement for an existing underground power transmission line or communication line, provide the data as required under Section 3.02(iv) of this easement contract.

CERTIFICATION BY A TEXAS REGISTERED PUBLIC LAND SURVEYOR IS REQUIRED ON ALL OF THE FOLLOWING WITH THE EXCEPTION OF DIRECTIONALLY DRILLED WELL BORE LOGS IN ITEM BIC.

B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of ± 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

a. Rights-of-Way (e.g., Miscellaneous Easements for transmission lines, roads, etc.)

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc.) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

b. Surface Leases (e.g., well platforms on un-leased tracts, etc.)

A metes and bounds description (or other valid description) must be provided for the area encumbered by a surface lease. This description must be in increments of not less than one acre for the area surrounding a platform or structure, with the point of beginning, well location, and other structures on the leased site identified and properly located by coordinates. The point of reference from either the center or the corner of a platform or structure must be specified, with coordinates given at one or more points on the Texas State Plane Coordinate System of 1927 or 1983.

c. Sub-Surface Easements (e.g., directionally drilled well bores, etc.)

Sub-surface easements for directionally drilled well bores shall consist of a corridor having a ten (10) foot radius around the directionally drilled well bores as it is shown by an as-built directional well survey. Directional well surveys shall show the following information: surface location (as described in item B.1.b., above), sub-surface elevation of each angle point, and the bottom hole location as shown on well bore log. These items shall be identified by a value given at not less than one point on any locative document, referenced to the Texas State Plane Coordinate System of 1927 or 1983.

2. Projects Across (Rights-of-Way) State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. ROWs, less than 1,000 feet long but greater than 500 feet long, require one mid-point to be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

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File No. ME 20110133

Contract

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

0.12.11

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 25, 2011

Mr. Brice Paris
Lone Star Transmission, LLC
105 East Road (U.S. Hwy 281)
Stephenville, TX 76401-4513

RE: Miscellaneous Easement No. ME20110133
Bosque & Hill Counties, Texas

Dear Mr. Paris:

Enclosed is the above-referenced Miscellaneous Easement contract fully executed by the Commissioner of the General Land Office. A duplicate original has been retained for our files.

As required in the contract, this instrument must be recorded with the county clerk of Bosque, Hill County, Texas, within 60 days from the date of this letter, and proof of recording provided to this office.

If you should have any questions, please call me at (512) 475-0518.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg George", followed by a long horizontal flourish.

Greg George
Asset Inspection

Enclosure

cc: GLO Field Office

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

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File No. ME 20110133

EXEC. LETTER

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]

ASSET INSPECTION CONTRACT REVIEW ROUTING

File Manager: Greg George

Ph.#: (512) 475-0518

File #: **ME20110133**

Date Initiated: June 7, 2011

Applicant: **Lone Star Transmission, LLC**

Application Type: New

Field Office:

State Owned: _____ Sub. CLP ☒ Non-Tidal Riverbed _____ Other Agency Land

Control # (s): 01-000703 (H) & 01-000687 (B)

Legal Description: WM. BROOKS, A-1 & G. CHAPMAN, A-1

Surveying Comments: (Waterbody, County, State Tract)



Brazos River; Hill County & Bosque County

REVIEWERS:

Received

Due

Reviewer's Initials

Surveying	:	06 / 07 / 2011	--	6 / 8 / 11	by	
Lease Manager – QA/QC	:	6 / 9 / 11	--	6 / 10 / 11	by	
Director	:	6 / 13 / 11	--	6 / 13 / 11	by	GR For NTP
Legal	:	6 / 14 / 11	--	6 / 27 / 11	by	CMS
Deputy Commissioner	:	6 / 28 / 11	--	6 / 28 / 11	by	FOT
Executive	:	8 / 18 / 11	--	8 / 18 / 11	by	la

PACKET CONTENTS:

SLB Briefing Memo (Chpt. 33)	:	<u> X </u>
SLB Docket Sheet (Chpt. 33)	:	<u> X </u>
Commissioner's Briefing Memo (Chpt. 51)	:	<u> X </u>
Field Report Information	:	<u> X </u>
Contract Red-Line	:	<u> X </u>
Contract (2) Originals	:	<u> X </u>

Comments :

File No. ME 20110133

Boring Street

Date Filed: 9/15/11

Jerry E. Patterson, Commissioner

By [Signature]



Stephenville Field Office

105 East Road (U.S. Hwy 281)
Stephenville, Texas 76401
Main: (254) 918-0792
FAX: (254) 918-0793

October 20, 2011

The State of Texas
General Land Office
P.O. Box 12873 (78711-2873)
1700 Congress Avenue
Austin, Texas 78701

Attn: Mr. Greg George
Asset Inspection

Subject: LoneStar Transmission, LLC Executed and Recorded Miscellaneous Easement
Nos. ME20110123 and ME20110133 to Cross State Owned Waterways

In accordance with your instructions, enclosed for your records are copies of the recorded Miscellaneous Easement Nos. ME20110123 to cross the State's waterways, Sweetwater and Clear Fork (our Crossing Nos. WC-0263-1425-2501-B and WC-0264-1422-2501-B) in Jones County and ME20110133 to cross the State's waterway, Brazos River (our Crossing No. WC-0619-0357-2502-I) in both Bosque and Hill Counties.

Your cooperation and assistance in processing and granting these easements is sincerely appreciated. Should you need anything further from me, please don't hesitate to call me at any time at (254) 918-0792.

Sincerely,

A handwritten signature in black ink, appearing to read "Brice D. Paris", is written over a circular embossed seal. The signature is fluid and cursive.

Brice D. Paris
Real Estate Services
Consultant for LoneStar Transmission, LLC
105 East Road (U.S. Hwy. 281)
Stephenville, Texas 76401

Enclosures: Recorded Copy of Miscellaneous Easement Nos. ME20110133 and ME20110123

RETURN MAIL TO
BRICE PARIS
LONE STAR TRANSMISSION
105 EAST ROAD
STEPHENVILLE, TX 76401

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT No. ME20110133

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF BOSQUE & HILL

This Miscellaneous Easement, ME20110133 (the "Agreement"), is granted by virtue of the authority granted in Section 51.291, et seq., TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office (the "GRANTOR"), hereby grants to Lone Star Transmission, LLC, a Delaware limited liability company, whose address is 105 East Road, Stephenville, TX 76401-4513, phone number (254) 918-0792, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across State-owned land in Bosque and Hill Counties, Texas, described as follows:

Brazos River and the easement is a right-of-way 20.5 rods long and 100 feet wide, being 50 feet either side of a centerline formed by the Improvements (as hereinafter defined), as constructed (the "Premises"). Notwithstanding the foregoing, during the period of initial construction not to exceed 120 days, the easement width shall be 200 feet wide, being 100 feet either side of the centerline instead of the easement width mentioned above. In addition, if repair and/ or replacement of the electric line is necessary, for a period not to exceed 60 days, Grantee shall again be granted additional easement width which shall be 200 feet wide being 100 feet either side of the centerline.

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, the Survey Plat and Centerline Description attached hereto as Exhibit B, collectively incorporated by reference for all purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.



At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. ROWs, less than 1,000 feet long but greater than 500 feet long, require one mid-point to be identified on the survey plat.

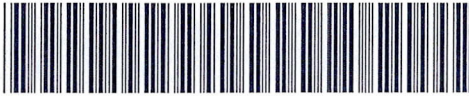
b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

Filed For Record
Oct 06, 2011 at 03:54P

Betty Outlaw
County Clerk, Bosque CO, TX

By Licky J. Kerner
Deputy Clerk



70 2011 00003051

Bosque County
Betty Outlaw
County Clerk
Meridian, Tx 76665

Instrument Number: 2011-00003051

As

Recorded On: October 06, 2011

Easement and R.O.W

Parties: GENERAL LAND OFFICE

Billable Pages: 17

To LONE STAR TRANSMISSION LLC

Number of Pages: 18

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Easement and R.O.W	80.00
Total Recording:	80.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00003051
Receipt Number: 26037
Recorded Date/Time: October 06, 2011 03:54:16P
User / Station: V Turner - Index Station 01

Record and Return To:

LONE STAR TRANSMISSION
ATTN: BRICE PARIS
105 EAST ROAD
STEPHENVILLE TX 76401



Betty Outlaw
Betty Outlaw Bosque County Clerk

File No. ME 20110133 8

rec

Date Filed: 10-21-11

Jerry E. Patterson, Commissioner

By LG

10-21-11