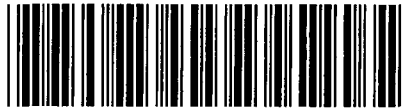


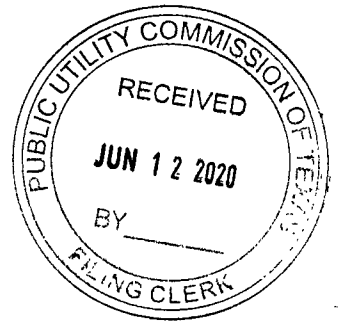
Control Number: 35077



Item Number: 1105

Addendum StartPage: 0

Project No. 35077



Amendment No. 27

INTERCONNECTION AGREEMENT

Between

LCRA Transmission Services Corporation

and

Oncor Electric Delivery Company, LLC

May 13, 2020

AMENDMENT TO INTERCONNECTION AGREEMENT

This Amendment No. 27 (“Amendment”) is made and entered into as of 5/13/2020 | 12:08:00 PM PDT (“Effective Date”) between Oncor Electric Delivery Company LLC (“Oncor”) and LCRA Transmission Services Corporation (“LCRA TSC”), hereinafter individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, LCRA TSC and Oncor entered into that certain Interconnection Agreement executed October 17, 1997, as amended (the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement in order to reflect the deletions, modifications and additions of points of interconnection for transmission service;

WHEREAS, Facility Schedule No. 1 will be terminated and the point of interconnection addressed in Facility Schedule No. 1 will be addressed in Facility Schedule No. 2;

WHEREAS, LCRA TSC will terminate a new 138 kV transmission line from Spanish Oaks (T647) at Oncor’s Round Rock Switching Station (“Round Rock Switch”) as part of the LCRA TSC Leander to Round Rock transmission line addition project;

WHEREAS, LCRA TSC will re-terminate the LCRA TSC transmission lines from Wells Branch (T527) and from Chief Brady (T378) at Round Rock Switch as part of Oncor’s Round Rock Switch upgrade project;

WHEREAS, Oncor will terminate OPGW for T378, T527, and T647 from Round Rock Switch at LCRA TSC’s transmission line dead-end structures outside Round Rock Switch and LCRA TSC will connect Oncor’s OPGW to LCRA TSC’s OPGW in LCRA TSC’s fiber splice box(es) and enclosure(s) to ensure proper protective relaying and utility communications for T378, T527, and T647;

WHEREAS, Facility Schedule No. 2 will be terminated and replaced with Facility Schedule No. 2 attached to this Amendment which will address the existing points of interconnection currently addressed in Facility Schedule No. 1 (Round Rock – Chief Brady) and Facility Schedule No. 2 (Round Rock – McNeil) and the new Round Rock - Spanish Oak transmission line point of interconnection;

WHEREAS, LCRA TSC will provide a permanent point of interconnection to Oncor at Motorman Substation; and

WHEREAS, Oncor will construct temporary facilities that will connect to LCRA TSC’s 138 kV transmission line for provision of transmission service through a temporary point of interconnection prior to the completion of Motorman Substation.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein set forth, the Parties agree to amend the Agreement as follows, to be effective on the Effective Date:

1. Exhibit A attached to the Agreement is deleted in its entirety and Exhibit A attached to this Amendment is hereby added to the Agreement in lieu thereof.
2. Facility Schedule No. 1 attached to the Agreement is hereby deleted in its entirety.
3. Facility Schedule No. 2 attached to the Agreement is hereby deleted in its entirety and Facility

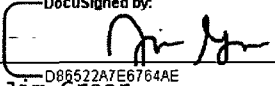
Schedule No. 2 attached to this Amendment is hereby added to the Agreement in lieu thereof.

4. Facility Schedule No. 34 is hereby added to the Agreement

Except as otherwise expressly provided for herein, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY
LLC

By: 
Name: Jim Greer
Title: Chief Operating Officer
Date: 5/13/2020 | 12:08:00 PM PDT

LCRA TRANSMISSION SERVICES
CORPORATION

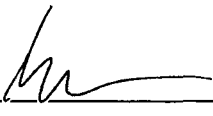
By: 
Name: Sergio Garza, P.E.
Title: LCRA Vice President, Transmission
Design and Protection
Date: May 12, 2020



EXHIBIT A**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OR SUBSEQUENT AMENDMENT IN THE INTERCONNECTION AGREEMENT*
1	Round Rock-Chief Brady (0) (DELETED)	138	Date of 27 th Amendment
2	Round Rock Switching Station (3)	138	Date of 27 th Amendment
3	Copperas Cove - Killeen (1)	138	September 13, 2019
4	Elgin Substation (1)	138	September 13, 2019
5	Round Rock South Substation (1)	138	September 13, 2019
6	Camp Bowie Substation (0) (DELETED)	138	September 13, 2019
7	Gilleland Creek Substation (2)	138	March 8, 2018
8	Mitchell-Sterling County (1)	345	April 28, 2008
9	Brown Switching Station (2)	345	March 8, 2018
10	Spraberry (1)	138	March 3, 2016
11	Midkiff (2)	138	Nov 22, 2013
12	Upton (1)	138	January 3, 2017
13	Crane (1)	138	October 5, 2004
14	Arco Substation (1)	138	October 18, 2016
15	Odessa EHV (1)	138	October 5, 2004
16	Bitter Creek Substation (2)	345	October 31, 2003
17	Brownwood-Firerock (1)	138	October 29, 2012
18	Eskota Switching Station (1)	138	September 13, 2019
19	Crane East Substation (2)	138	October 27, 2006
20	Hutto Switching Station (2)	345	October 29, 2012
21	Gabriel Substation (2)	138	October 29, 2012

FACILITY SCHEDULE NO.	LOCATION OF POINT(S) OF INTERCONNECTION (# of Points)	INTERCONNECTION VOLTAGE (kV)	EFFECTIVE DATE OR SUBSEQUENT AMENDMENT IN THE INTERCONNECTION AGREEMENT*
22	Pleasant Farms Substation (1)	138	July 22, 2015
23	Benedum Substation (2)	138	March 3, 2016
24	Georgetown East Substation (2)	138	March 3, 2016
25	Georgetown South Substation (2)	138	January 3, 2017
26	Camp Bowie Substation (0) (DELETED)	24.9	September 13, 2019
27	Dutton Substation (0) (DELETED)	69 (3)/12.5 (12)	September 13, 2019
28	Hext Substation (0) (DELETED)	12.5	September 13, 2019
29	San Saba Switch (1)	69	November 10, 2017
30	Terry Substation (0) (DELETED)	69 (1)/12.5 (1)	September 13, 2019
31	Camp San Saba Substation (0) (DELETED)	24.9	September 13, 2019
32	Culberson Switching Station (1)	138	June 28, 2019
33	Leon Switching Station (1)	138	September 13, 2019
34	Motorman (1)	138	Date of 27 th Amendment

FACILITY SCHEDULE NO. 1

Amendment 27

- 1. Name: Round Rock – Chief Brady - DELETED**

FACILITY SCHEDULE NO. 2**Amendment No. 27**

1. **Name:** Round Rock Switching Station

2. **Facility Location:**

Oncor's Round Rock Switching Station ("Round Rock Switch") is located at 1610 Sam Bass Road, Round Rock, Texas 78664, in Williamson County at the following approximate coordinates: Latitude: 30° 31' 16.983" and Longitude: -97° 42' 8.57".

3. **Point of Interconnection Location:**

There are three (3) "Points of Interconnection" at Round Rock Switch located outside the station at LCRA TSC's dead-end structures. Each Point of Interconnection is generally described as the point where LCRA TSC's jumpers connect to Oncor's 138 kV transmission line slack span extension from Oncor's Round Rock Switch dead-end structures to LCRA TSC's dead-end structures ("Oncor Slack Span"). More specifically, the Points of Interconnections are defined as the points:

- (a) Where the LCRA TSC jumpers connect the LCRA TSC transmission line from the LCRA TSC Spanish Oak Substation to the Oncor Slack Span at the LCRA TSC dead-end structure ("POI Structure 3(a)"), located outside Round Rock Switch;
- (b) Where the LCRA TSC jumpers connect the LCRA TSC transmission line from the LCRA TSC Chief Brady Substation to the Oncor Slack Span at the LCRA TSC double-dead-end structure ("POI Structure 3(c)"), located outside Round Rock Switch; and
- (c) Where the LCRA TSC jumpers connect the LCRA TSC transmission line from the LCRA TSC Wells Branch Substation to the Oncor Slack Span at the LCRA TSC double-dead-end POI Structure 3(c), located outside Round Rock Switch.

4. **Transformation Service provided:** No

5. **Metering Service provided:** No

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A

8. **One-line Diagram attached:** Yes

9. **Description of Facilities owned by Each Party:**

Facilities owned by LCRA TSC:

- (a) The following transmission lines and associated hardware, connectors, conductors, OPGW, fiber splices, structures, and shield wires ("LCRA TSC Transmission Lines"):
 - (1) The LCRA TSC 138 kV Round Rock to Spanish Oak transmission line;
 - (2) The LCRA TSC 138 kV Round Rock to Chief Brady transmission line; and
 - (3) The LCRA TSC 138 kV Round Rock to Wells Branch transmission line.
- (b) Modifications to the LCRA TSC Transmission Lines necessary to terminate the LCRA TSC Transmission Lines on the LCRA TSC dead-end structures.
- (c) OPGW fiber and associated fiber facilities to establish the following fiber connections:

- (1) Spanish Oak Substation to POI Structure 3(a);
- (2) Chief Brady Substation to POI Structure 3(a); and
- (3) Wells Branch Substation to POI Structure 3(c).

Facilities owned by Oncor:

- (a) Round Rock Switch;
- (b) Dead-end structures located in Round Rock Switch and associated insulators, hardware, connectors, and conductors to the Points of Interconnection.
- (c) Fiber from the control house to the dead-end structures in Round Rock Switch and OPGW from the dead-end structures to the fiber splice boxes on the LCRA TSC POI Structures 3(a) and 3(c) to establish the following fiber connections ("Oncor Fiber Facilities"):
 - (1) Round Rock Switch to Spanish Oak Substation at POI Structure 3(a);
 - (2) Round Rock Switch to Chief Brady Substation at POI Structure 3(a); and
 - (3) Round Rock Switch to Wells Branch Substation at POI Structure 3(c).

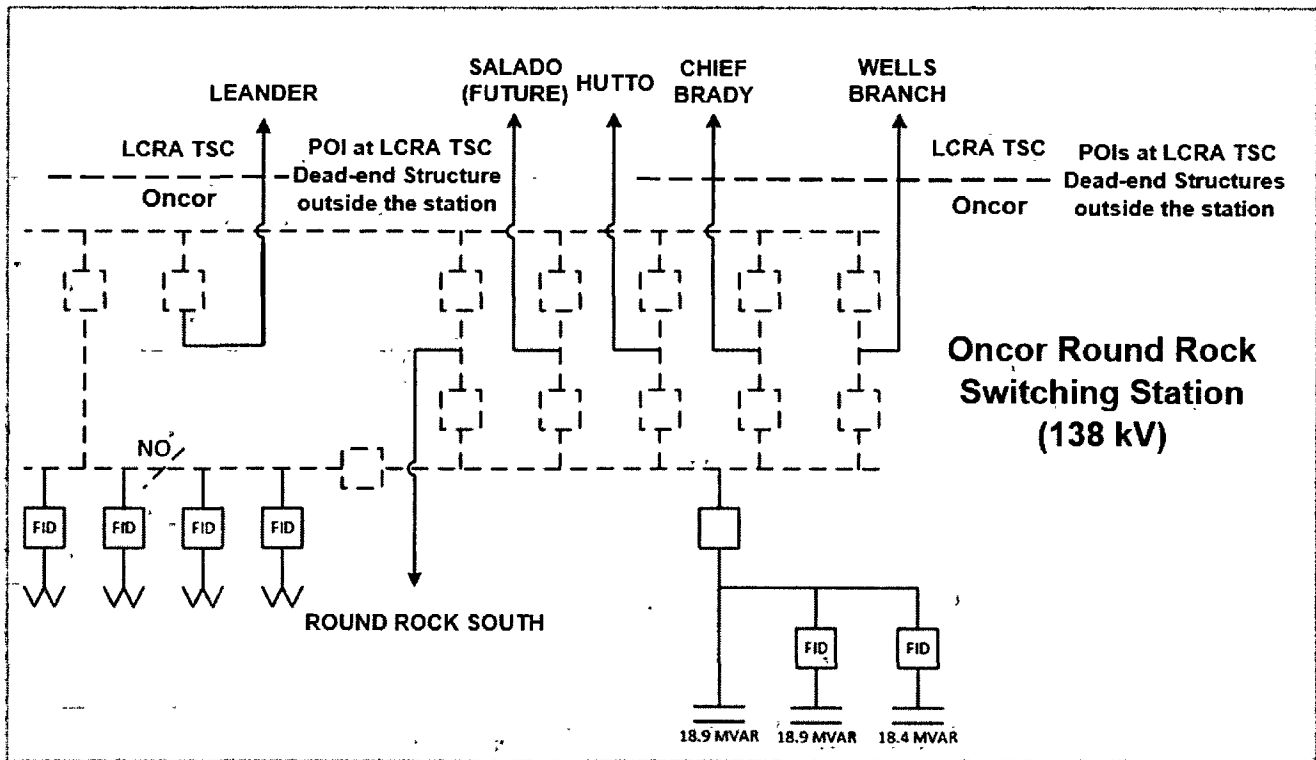
10. Operational Responsibilities of Each Party: Each Party will be responsible for the operation of the facilities it owns.

11. Maintenance Responsibilities of Each Party: Each Party will be responsible for the maintenance of the facilities it owns.

12. Other Terms and Conditions:

- (a) Oncor and LCRA TSC will each be responsible for all costs it incurs in connection with constructing, operating, and maintaining its facilities in accordance with this Facility Schedule; provided, however, that this Paragraph is subject to any other provisions of this Agreement with respect to liability and indemnification, and this Paragraph shall not relieve either Party of its respective obligations under those provisions.
- (b) Oncor will telemeter power flows, device status, and bus voltage from Round Rock Switch to Oncor's Control Center.
- (c) LCRA TSC will telemeter power flows, device status, and bus voltage from Spanish Oak, Chief Brady and Wells Branch substations to LCRA TSC's Control Center.
- (d) Each Party will provide data to ERCOT in accordance with ERCOT requirements.
- (e) LCRA TSC and Oncor shall each design and coordinate its respective system equipment in accordance with ERCOT and NERC requirements.
- (f) Oncor's Fiber Facilities shall be used by LCRA TSC only for communications purposes to support the function, operation, and protection of the electric transmission grid, subject to the rights owned by Oncor, and Texas law, and shall not be made available to third parties by LCRA TSC for commercial use, including but not limited to third-party internet or cellular phone services. Use of Oncor's Fiber Facilities by LCRA TSC shall not adversely impact the use of Oncor's fiber optic cable, optical ground wire, or related telecommunications equipment by Oncor or any third parties previously authorized by Oncor to use such equipment. LCRA TSC shall not allow any use of or access to Oncor's Fiber Facilities that may result in any interference or outage of Oncor's Fiber Facilities or other communication facilities without the approval of Oncor.
- (g) Each Party will conduct its activities associated with the Points of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the ERCOT and the NERC ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.

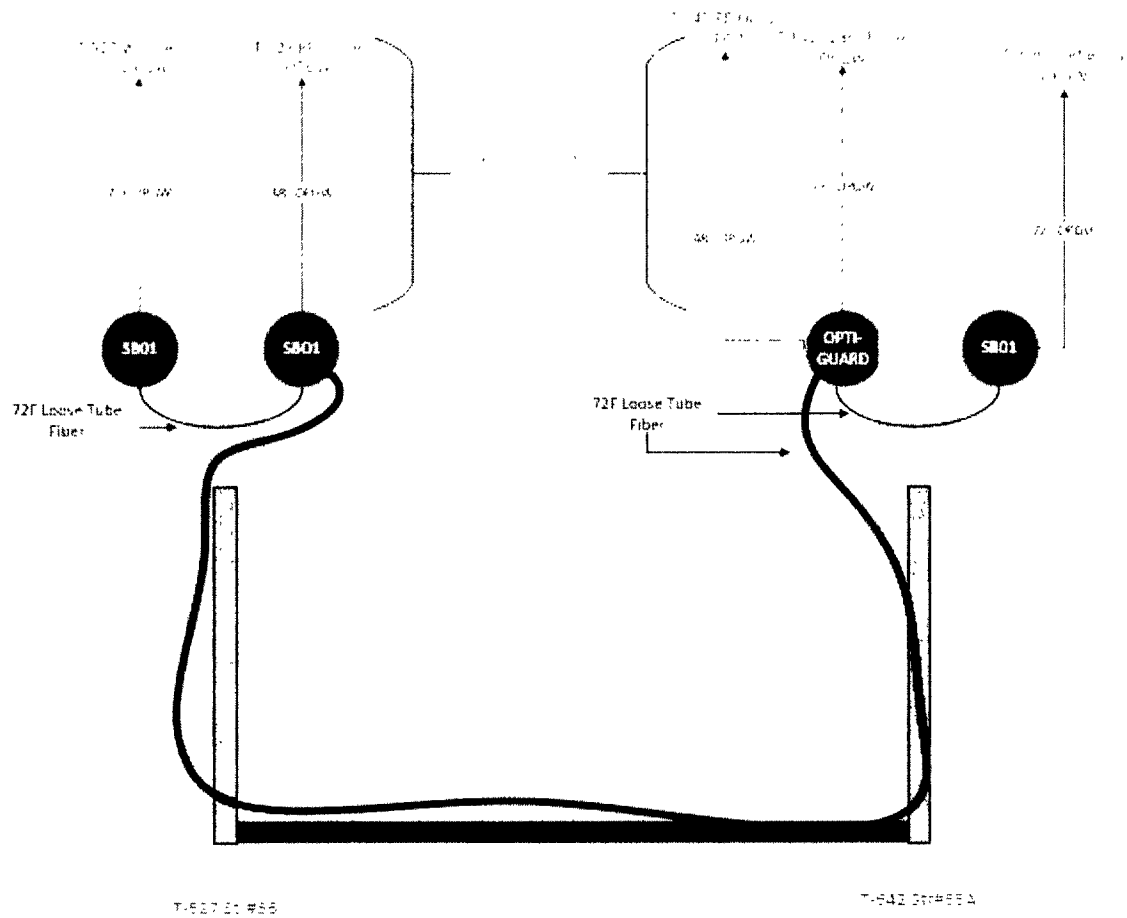
ONE-LINE DIAGRAM



Note: This one-line diagram is for illustration only and shall not be used for purposes of design, construction or operations.

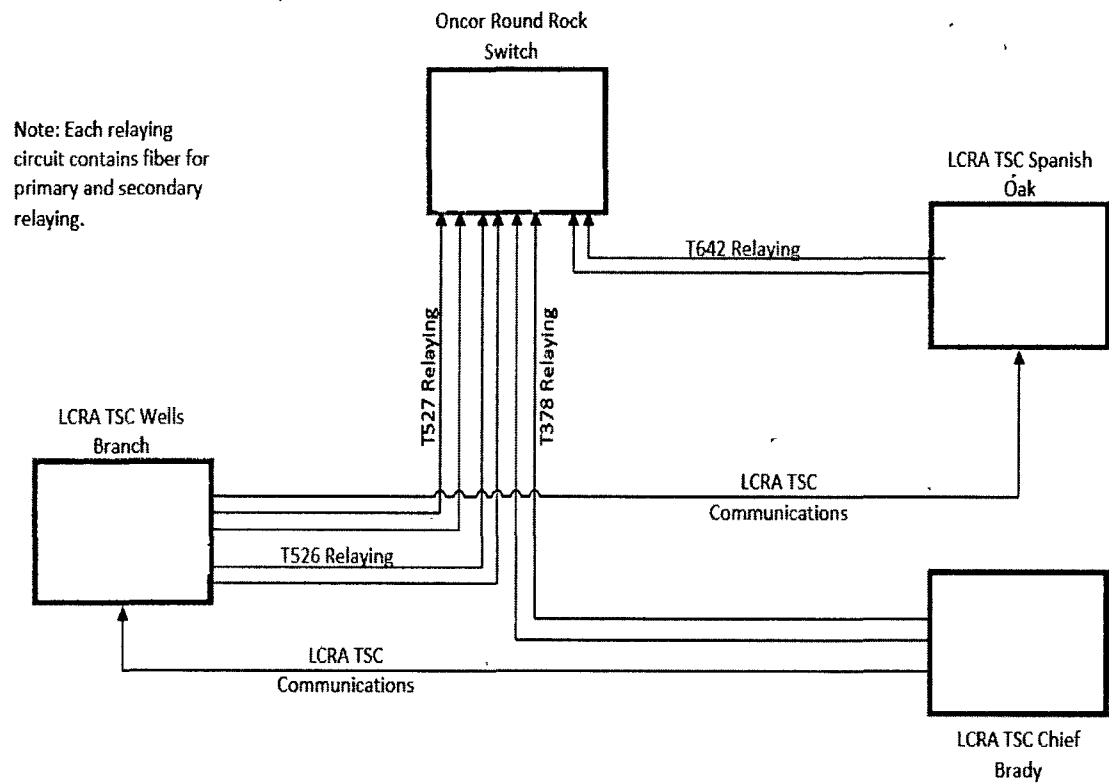
FIBER OPTIC FACILITIES DIAGRAM

Page 1 of 2



Note: This diagram is for illustration only and shall not be used for purposes of design, construction or operations

FIBER OPTIC FACILITIES DIAGRAM
Page 2 of 2



Note: This diagram is for illustration only and shall not be used for purposes of design, construction or operations

FACILITY SCHEDULE NO. 34
Amendment No. 27

1. **Name:** Motorman Substation

2. **Facility Location:**

- (a) Temporary Facilities: The temporary facilities will consist of Oncor's temporary hard tap facilities located in Upton County and connected to the LCRA TSC Crane East to Upton 138 kV transmission line ("LCRA TSC Transmission Line") between structures #117 and #118 at the following approximate coordinates: latitude: 31.43252; longitude: -102.13711 ("Temporary Hard Tap Facilities").
- (b) Permanent Facilities: (1) The LCRA TSC permanent facilities will consist of the LCRA TSC Motorman Substation located in Upton County in the LCRA TSC Transmission Line at the following approximate coordinates: latitude: 31.43365; longitude: -102.13479 ("LCRA TSC Permanent Facilities"); and (2) The Oncor permanent facilities will consist of a 138 kV metering station located immediately west of the LCRA TSC Motorman Substation ("Oncor Metering Station") and a short 138 kV transmission line connecting the Oncor Metering Station to the LCRA TSC Motorman Substation ("Oncor Transmission Line").

3. **Point of Interconnection Location:**

- (a) The Temporary Point of Interconnection is a 138 kV line to line interconnection in the LCRA TSC Transmission Line between the LCRA TSC transmission structures #117 and #118, near structure #117. The Temporary Point of Interconnection is located at the points where Oncor's jumpers from the Temporary Hard Tap Facilities physically connect to the LCRA TSC Transmission Line (see attached One Line Diagram).
- (b) The Permanent Point of Interconnection is located inside the LCRA TSC Motorman Substation at the LCRA TSC dead-end structure at the points where the LCRA TSC jumpers connect to the Oncor Transmission Line (see attached One Line Diagram).

4. **Transformation Service provided:** No

5. **Metering Service provided:** No

6. **Delivery Voltage:** 138 kV

7. **Metered Voltage and Location:** N/A

8. **One-line Diagram attached:** Yes

9. **Description of Facilities owned by Each Party:**

Facilities owned by LCRA TSC for the Temporary Hard Tap:

- (a) The LCRA TSC Transmission Line and associated hardware, connectors, conductors, structures, jumpers, and associated shield wire.

Facilities owned by Oncor for the Temporary Hard Tap:

- (a) The Oncor Temporary Hard Tap Facilities and associated hardware, connectors, conductors, structures, jumpers, and disconnect switch.

Facilities owned by LCRA TSC for the Permanent Point of Interconnection:

- (a) The LCRA TSC Transmission Line and associated hardware, connectors, conductors, structures, and shield wire; and
- (b) The LCRA TSC Motorman Substation and all facilities located within it (except those belonging to Oncor as specified below), including the dead-end structure located at the Permanent Point of Interconnection and associated jumpers connected to the Oncor Transmission Line.

Facilities owned by Oncor for the Permanent Point of Interconnection:

- (a) The Oncor Transmission Line and associated hardware, connectors, conductors, structures, and shield wire; and
- (b) The Oncor Metering Station and all facilities located within it.

10. Operational Responsibilities of Each Party: Each Party will be responsible for the operation of the facilities it owns.

11. Maintenance Responsibilities of Each Party: Each Party will be responsible for the maintenance of the facilities it owns.

12. Other Terms and Conditions:

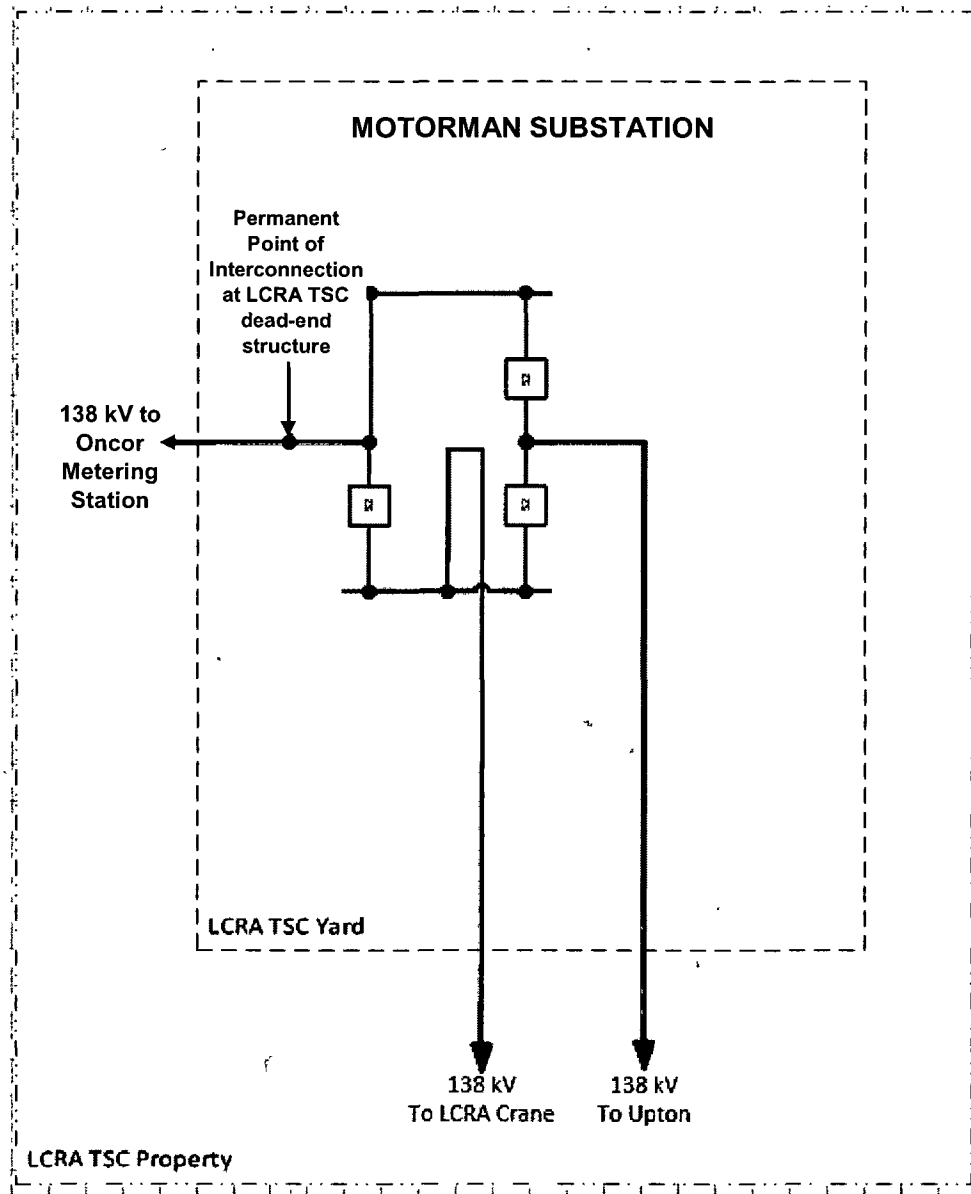
- (a) Oncor will telemeter power flows, device status, and bus voltage from the Oncor Metering Station to Oncor's Control Center.
- (b) LCRA TSC will telemeter power flows, device status, and bus voltage from the LCRA TSC Motorman Substation to LCRA TSC's Control Center.
- (c) Each Party will provide data to ERCOT in accordance with ERCOT requirements.
- (d) LCRA TSC and Oncor shall each design and coordinate its respective system equipment in accordance with ERCOT and NERC requirements.
- (e) Each Party will conduct its activities associated with the Point of Interconnection in accordance with applicable laws, regulations, tariffs, and all binding documents developed by the ERCOT and NERC ("Binding Documents"). To the extent that any provision of the Agreement, including the provisions of this Facility Schedule, is in conflict with any mandatory provision of the Binding Documents, such mandatory provision will prevail. Notwithstanding any provision of the Agreement to the contrary, to the extent any provision of the Agreement is in conflict with a provision of this Facility Schedule, such provision of this Facility Schedule will prevail.
- (f) The Temporary Point of Interconnection will terminate when (1) the Oncor Metering Station is energized from the Permanent Point of Interconnection, (2) the Oncor Metering Station is serving load, and (3) Oncor has disconnected and removed the Temporary Hard Tap Facilities. Oncor will use reasonable efforts to remove the Temporary Hard Tap Facilities within one month of the in-service date of the Permanent Point of Interconnection.
- (g) LCRA TSC's obligation to commence design and construction of the LCRA TSC Permanent Facilities is contingent upon LCRA TSC acquiring an access easement, transmission line easement, and an easement for the LCRA TSC Motorman Substation that comply with LCRA TSC's standard forms of easement, and meet the following requirements:

- (i) The access easement will provide good and adequate rights of vehicular ingress and egress to and from a public road and for access rights for necessary overhead and underground utility and communication services to the LCRA TSC Motorman Substation.
- (ii) The acquisition and conveyance of the easements are subject to LCRA TSC's review and acceptance of a field survey, legal documentation, title commitment specific to the easement parcels and title insurance policy; archeological research and an environmental assessment conducted by LCRA TSC; and any required LCRA TSC Board approval. In no event shall the easements be subject to any lien or any other encumbrance unacceptable to LCRA TSC.

13. Cost Responsibilities of the Parties:

- (a) Oncor will reimburse LCRA TSC for actual and demonstrable costs incurred by LCRA TSC for the interconnecting facilities installed by LCRA TSC in accordance with this Facility Schedule No. 34 (including facilities installed in connection with the Temporary Facilities and the Permanent Facilities) to support the Temporary Point of Interconnection and the Permanent Point of Interconnection, if Oncor does not serve load through the Permanent Point of Interconnection, as follows:
 - (i) If Oncor cancels the Oncor project or, except to the extent caused by LCRA TSC's acts or omissions, if Oncor's customer load is not being served through the Permanent Point of Interconnection at Motorman Substation within six (6) months after the later of: i) completion of construction of the LCRA TSC Permanent Facilities at Motorman Substation, or ii) December 31, 2020, then upon demand, Oncor will reimburse LCRA TSC for costs that LCRA TSC determines cannot be recovered through its transmission or other functional cost of service ("Termination Costs").
 - (ii) Termination Costs may include the actual costs incurred, the actual costs committed to be incurred, and the actual costs of removal of the LCRA TSC interconnecting facilities at the Motorman Substation and returning LCRA TSC's transmission system to a safe and reliable configuration consistent with Good Utility Practice (as defined in PUCT Substantive Rules 25.5). Termination Costs may include equipment costs, less any salvage, resale or reuse value, and real property costs.
 - (iii) In the event Termination Costs become due under this Agreement, LCRA TSC will submit to Oncor an invoice for such Termination Costs, and Oncor agrees to pay LCRA TSC within 45 days of such invoice.

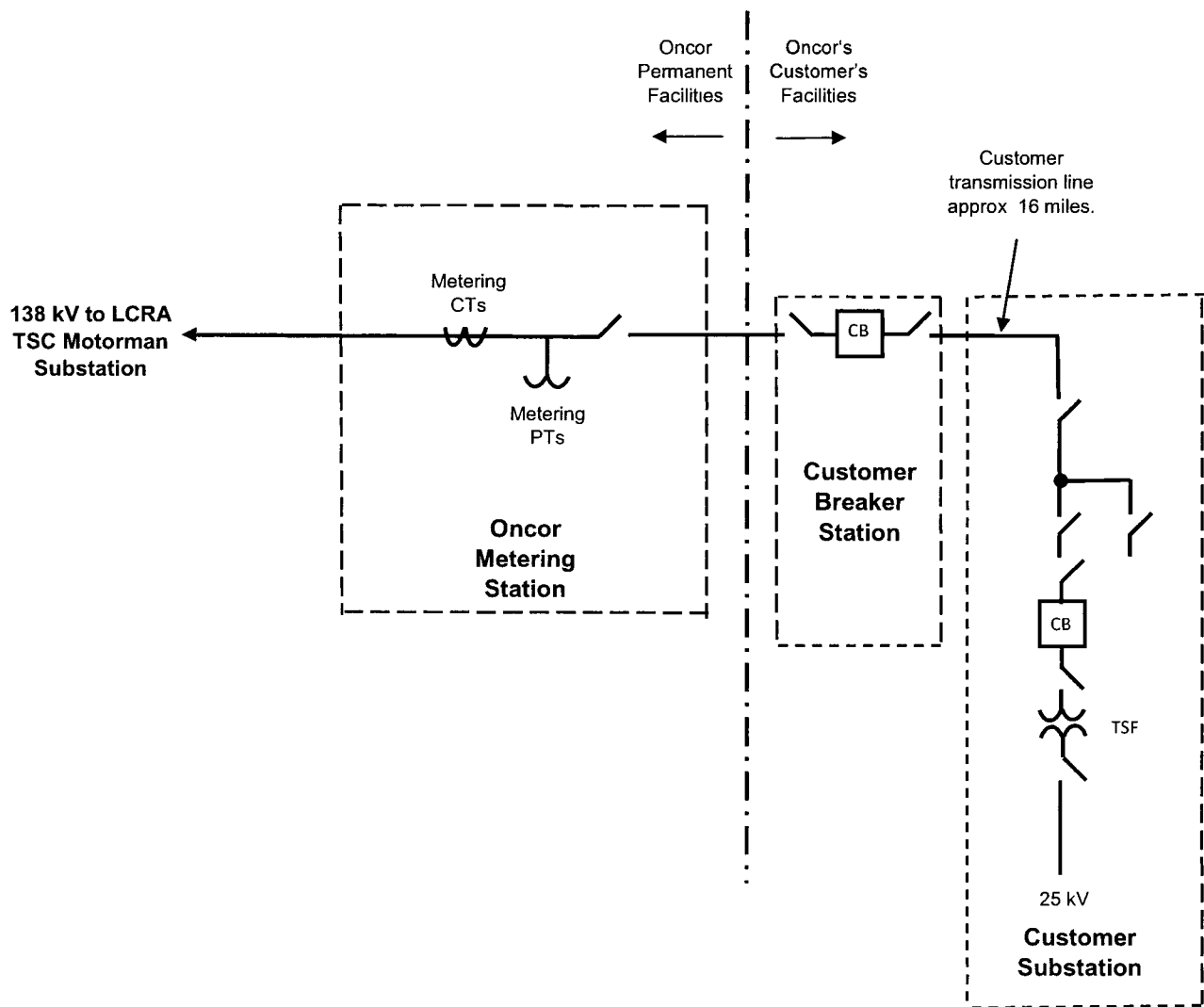
**ONE-LINE DIAGRAM
LCRA TSC PERMANENT FACILITIES
Page 1 of 3**



Note: This one-line diagram is for illustration only and shall not be used for purposes of design, construction or operations.

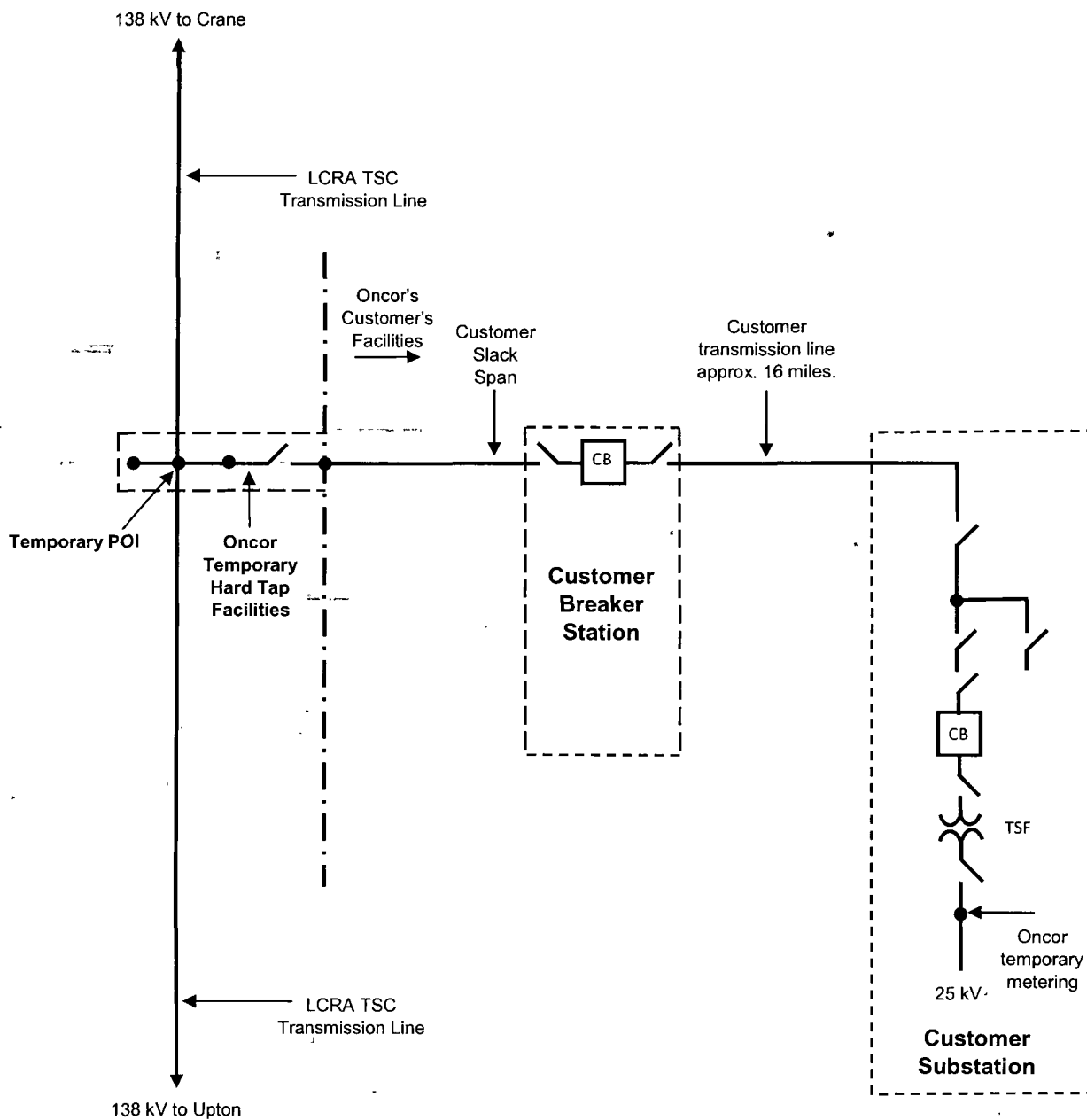
ONE-LINE DIAGRAM ONCOR PERMANENT FACILITIES

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ONE-LINE DIAGRM
ONCOR TEMPORARY FACILITIES
Page 3 of 3



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