



Control Number: 41606



Item Number: 972

Addendum StartPage: 0

RECEIVED

2013 SEP 18 PM 3:17

SOAH DOCKET NO. 473-13-5207

PUC DOCKET NO. 41606 PUBLIC UTILITY COMMISSION  
FILING CLERK

JOINT APPLICATION OF ELECTRIC	§	
TRANSMISSION TEXAS, LLC AND	§	BEFORE THE STATE OFFICE
SHARYLAND UTILITIES, L.P. TO	§	
AMEND THEIR CERTIFICATES OF	§	
CONVENIENCE AND NECESSITY	§	OF
FOR THE PROPOSED NORTH	§	
EDINBURG TO LOMA ALTA	§	
DOUBLE-CIRCUIT 345-KV	§	ADMINISTRATIVE HEARINGS
TRANSMISSION LINE IN HIDALGO	§	
AND CAMERON COUNTIES, TEXAS	§	

**ELECTRIC TRANSMISSION TEXAS, LLC AND SHARYLAND UTILITIES, L.P.**  
**FIRST SUPPLEMENTAL RESPONSE TO PM TEXAS, LLC AND VALLEY RACE**  
**PARK, LLC'S FIRST REQUEST FOR INFORMATION**

Electric Transmission Texas, LLC and Sharyland Utilities, L.P. ("ETT/Sharyland") filed a response to PM Texas, LLC and Valley Race Park, LLC's ("VRP") First Request for Information ("RFI") to ETT/Sharyland. ETT/Sharyland hereby supplements its response. All parties may treat these answers as if they were filed under oath.

ETT/Sharyland reserve the right to object at the time of the hearing to the admissibility of information produced herein.

Jerry Huerta  
State Bar No. 24004709  
AMERICAN ELECTRIC POWER SERVICE  
CORPORATION  
400 West 15<sup>th</sup> Street, Suite 1520  
Austin, Texas 78701  
(512) 481-3323 (Telephone)  
(512) 481-4591 (Facsimile)

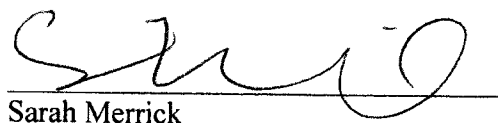
Kerry McGrath  
State Bar No. 13652200  
Mark Held  
State Bar No. 09390300  
DUGGINS WREN MANN & ROMERO, LLP  
600 Congress Avenue, Suite 1900  
Austin, TX 78701-3902  
(512) 744-9300 (Telephone)  
(512) 744-9399 (Facsimile)

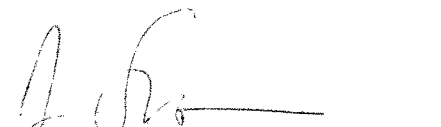
*Attorneys for  
Electric Transmission Texas, LLC*

September 18, 2013

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served on all parties of record this 18th day of September, 2013 via the Commission's filing interchange, e-mail, or first-class mail in accordance with Order No. 4.

  
Sarah Merrick

  
James E. Guy  
State Bar No. 24027061  
John Anastaplo Scharbach  
State Bar No. 24079774  
SUTHERLAND ASBILL & BRENNAN LLP  
600 Congress Avenue, Suite 2000  
Austin, Texas 78701-3238  
(512) 721-2700 (Telephone)  
(512) 721-2656 (Facsimile)

*Attorneys for  
Sharyland Utilities, L.P.*

**SOAH DOCKET NO. 473-13-5207  
PUC DOCKET NO. 41606**

<b>JOINT APPLICATION OF ELECTRIC TRANSMISSION TEXAS, LLC AND SHARYLAND UTILITIES, L.P. TO AMEND THEIR CERTIFICATES OF CONVENIENCE AND NECESSITY FOR THE PROPOSED NORTH EDINBURG TO LOMA ALTA DOUBLE-CIRCUIT 345-KV TRANSMISSION LINE IN HIDALGO AND CAMERON COUNTIES, TEXAS</b>	<b>§ § § § § § § § § §</b>	<b>BEFORE THE STATE OFFICE          OF          ADMINISTRATIVE HEARINGS</b>
---	--	---

**ELECTRIC TRANSMISSION TEXAS, LLC AND SHARYLAND UTILITIES, L.P.  
FIRST SUPPLEMENTAL RESPONSE TO PM TEXAS, LLC AND VALLEY RACE  
PARK, LLC'S FIRST REQUEST FOR INFORMATION**

**Question No. VRP RFI No. 1-2:**

Please provide a copy of Sharyland's standard easement form. If Sharyland does not have a standard easement form, please provide any documents used to initiate negotiations with landowners for Sharyland's most recent easement acquisition.

**Response No. VRP RFI No. 1-2:**

Please see VRP RFI No. 1-2 ETT-SU Attachment 1 for a copy of Sharyland's standard easement form.

**Supplemental Response No. VRP RFI No. 1-2:**

In their response to VRP RFI No. 1-2, Joint Applicants provided the standard distribution line easement form instead of the standard transmission line easement form. Please see VRP RFI No. 1-2 ETT-SU Amended Attachment 1 for the correct copy of Sharyland's standard transmission line easement form.

Prepared By: Mark Caskey

Title: President, Sharyland Utilities, L.P.

Sponsored By: Mark Caskey

Title: President, Sharyland Utilities, L.P.



**SHARYLAND UTILITIES, L.P.**  
**UTILITY EASEMENT AND RIGHT OF WAY AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This **UTILITY EASEMENT AND RIGHT OF WAY AGREEMENT** ("**Easement**") is entered into and made effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") between the undersigned, hereinafter called "**Grantor**" (whether one or more) and **Sharyland Utilities, L.P.**, a Texas limited partnership (hereinafter called the "**Company**").

1. **Grant of Easement.** Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, does hereby covenant access to and grant, sell, and convey unto the Company an easement and right-of-way ("**Easement**") upon, over, under, and across the land now owned by the Grantor, as more fully described and shown on attached **Exhibit A**, under the terms and conditions as set forth herein.

2. **Purpose of Easement.** The Easement herein granted shall be used for the purpose of providing, constructing, operating and maintaining the Company's overhead transmission and/or communications facilities or equipment (the "**Utility Facilities**"), to include, without limitation, placing towers or poles, patrolling, repairing, inspecting, rebuilding, upgrading, and removing said Utility Facilities; as well as performing any act related to the operation and maintenance of the Utility Facilities. The Company is specifically granted pedestrian and vehicular ingress and egress over, under, through, and upon the Easement, and over Grantor's land to or from said Easement, at all times for the aforesaid purposes.

3. **Term.** The Easement and all rights and privileges herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Company and the Company's successors and assigns.

4. **Maintenance of Easement.** The Company shall as part of this grant have the right, but not the obligation, to clear the Easement (both above and below ground) of all obstructions, to cut, trim or chemically treat with herbicides, trees or shrubs whether within or outside the Easement to the extent the Company deems necessary to prevent possible interference with or hazards to the safety, operation and/or reliability of the Utility Facilities.

5. **Grantor's Reserved Rights.** Grantor reserves the right to use, at Grantor's sole risk and expense, the land in any way that will not interfere with the Company's exercise of the rights hereby granted. Without limiting the generality of the foregoing, Grantor shall be permitted to graze livestock and grow crops within the Easement after the Company's construction of the Utility Facilities is complete. Grantor further reserves the right, at Grantor's sole risk and expense, to lay out, dedicate, construct, maintain and use across the Easement such roads, streets, parking lots, alleys, railroad tracks, cattle pens, pump driven irrigation systems (excluding windmills), underground telephone cables and conduits, gas, water and sewer pipe lines as will not interfere with Company's use of the Easement for the purposes aforesaid, provided that, with respect to the Company's Utility Facilities, all such facilities shall be constructed, maintained and operated (i) to provide the minimum clearance provided by law and recognized as standard in the electrical industry; (ii) to meet the safety standards and good utilities practices of the Company, as the Company determines in its absolute discretion, and (iii) as mutually agreed to by the Grantor and the Company before construction of aforesaid facilities.

6. **No Interference.** Notwithstanding anything to the contrary herein, Grantor shall not build, construct or cause to be erected any improvements, building or other structure that may interfere with the provision of utility operation or the exercise of the rights granted to the Company herein without the Company's prior written consent. Grantor represents and warrants that during the term of this Easement, Grantor will not grant any third party any rights in the Easement that may interfere with the use, construction, maintenance, or operation of the Utility Facilities.

7. **Grantor's Representations.** Grantor is the sole owner of the Easement and holds fee simple title to the land described in Exhibit A. Grantor has the unrestricted right and authority and has taken all necessary action to authorize Grantor to execute this Easement and to grant to the Company the rights granted hereunder.

8. **Confidentiality.** Grantor shall maintain in confidence all information pertaining to the financial terms of or payments under this Easement and any other information of the Company that is disclosed or discovered by Grantor that is not in the public domain.

9. Further Assistance. Grantor covenants that Grantor, Grantor's successors and assigns, shall facilitate and assist Company personnel in exercising their rights and privileges herein described at all reasonable times. Grantor further covenants that it will cooperate with the Company in connection with the financing, construction, maintenance and/or operation of the Utilities Facilities.

10. Restoration. In the event the Company damages the land or any of Grantor's permitted facilities in conjunction with the exercise of Company's rights or privileges described herein, the Company shall, to the extent practicable, restore the land and such facilities to substantially the condition existing prior to Company's disturbance thereof.

11. No Ownership. Grantor acknowledges and agrees that Grantor has no ownership or other interest in the Utility Facilities or other equipment used or constructed by the Company on the Easement.

12. Successors and Assigns; Assignment; Recordation. This Easement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns. The parties intend that this Easement create a valid and present interest in the land in favor of the Company and therefore this Easement will be deemed an interest in and encumbrance upon the land which will run with the land. The Company may assign all or part of its interests or rights in this Easement and may at any time mortgage to any entity, all or any part of the Company's interests or rights in this Easement. The Company shall record this Easement in the real property records of the county(ies) in which the land is located.

13. Amendment and Governing Law. This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Texas, excluding any choice of law provisions thereof.

EXECUTED to be effective as of the Effective Date.

**GRANTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared, \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Printed or stamped Name of Notary

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LAND AND THE EASEMENT**

(In the event of any inaccuracy in this Exhibit A, the Company and Grantor shall correct such inaccuracy in order to accomplish the intent of the Company and Grantor.)