

Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

**Date of Board Meeting:** April 18, 2023

**Subject:** Consent and Joinder for Lower Colorado River Authority (LCRA) Electric Line Easement

**Recommendation:** Recommend to Approve the Consent and Joinder


**Background and Rationale:** LCRA is currently amending the original 1972 easement between LCRA and Guadalupe Medina and Jennifer Medina. They are requiring all persons or entities claiming, owning or possessing any interest in the property to execute an Amendment or Consent and Joinder agreement based on their interest in the property. Per the Judgment, Cause Number 9985 of the 329<sup>th</sup> Judicial District Court of Wharton County, Texas, Wharton County Junior College District has an interest in the property and therefore LCRA is requesting we consent to the Amendment. The benefit of the Consent and Joinder to LCRA is that if the property did go into foreclosure, any subsequent sale would be subject to the easement. By signing the Consent and Joinder, WCJC is not giving up their right to the money owed to them by Mr. and Mrs. Medina.

**Cost and Budgetary Support:** \$0.00

**Strategic Priority Alignment:**       Student Success                       Community Impact  
    Resource Optimization                       Institutional Excellence


**Resource Person(s):**  
Bryce D. Kocian, Vice President of Administrative Services

**Signatures:**

  
\_\_\_\_\_  
Originator


  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cabinet-Level Supervisor

  
\_\_\_\_\_  
Date

**President's Approval:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

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

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

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF WHARTON**           §

**DATE:** \_\_\_\_\_, 20\_\_

**GRANTOR: GUADALUPE MEDINA and JENNIFER MEDINA**

**GRANTOR'S MAILING ADDRESSES:** 802 Olivia Street  
El Campo, Texas 77437

17288 FM 1160 Road  
El Campo, Texas 77437

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

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

**PRIOR EASEMENT:** That certain Easement, dated July 6, 1972, recorded in Volume 428, Page 567 of the Real Property Records of Wharton County, Texas.

**GRANTOR'S PROPERTY:** 0.744 acres of land, more or less, situated in the I. & G. N. RR. Co. Survey 9, Abstract No. 227, Wharton County, Texas, and being a portion of Lot 1 of the Northern Acres Subdivision as shown by the map or plat of said subdivision, recorded in Volume 1, Slide 44B of the Plat Records, Wharton County, Texas, and being more particularly described in that certain deed, dated June 18, 2009, from Martin Medina Jr. and Blanca N.L. Medina, husband and wife, to Guadalupe Medina and Jennifer Medina, husband and wife, recorded in Volume 786, Page 241, Real Property Records, Wharton County, Texas.

**AGREEMENT**

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

1. GRANTEE'S easement rights are the rights contained in the PRIOR EASEMENT, as amended by this Amendment to Electric Line Easement and Right-of-Way.
2. GRANTEE shall have the right to place any number of poles, towers, or other ground-based support structures permanently on the PRIOR EASEMENT and such structures may be made of concrete, steel, or any other materials without any height restrictions. GRANTEE shall have the right to locate, relocate, or reconstruct the transmission line and transmission line structures within the PRIOR EASEMENT.
3. GRANTEE shall have the right to construct, erect, operate, maintain, relocate, and reconstruct communication lines and related appurtenances within the PRIOR EASEMENT.
4. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the PRIOR EASEMENT by any other person or legal entity for the purposes set out herein.

This Amendment to Electric Line Easement and Right-of-Way, and the terms and conditions contained herein, and the rights contained in the PRIOR EASEMENT as amended herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective personal representatives, successors, and assigns. All terms of the PRIOR EASEMENT are hereby ratified and shall remain in full force and effect, as amended hereby, and nothing herein shall be construed as depriving GRANTEE of any rights obtained in the PRIOR EASEMENT except as specifically set out herein.

GRANTOR warrants and shall forever defend the Amendment to Electric Easement and Right-of-Way to GRANTEE against anyone lawfully claiming or to claim the PRIOR EASEMENT or any part thereof.

*(Signatures on the following pages)*

**GRANTOR:**

\_\_\_\_\_  
Guadalupe Medina

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Guadalupe Medina, GRANTOR.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Jennifer Medina

**ACKNOWLEDGMENT**

STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by Jennifer Medina, GRANTOR.

\_\_\_\_\_  
Notary Public, State of Texas

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

By: \_\_\_\_\_  
Mark Sumrall  
Authorized Agent

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**           §

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

\_\_\_\_\_  
Notary Public, State of Texas

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

**CONSENT AND JOINDER**

**Wharton County, Texas; City of El Campo, Texas; El Campo Independent School District; West Wharton County Hospital District; Coastal Bend Groundwater District; Wharton County Emergency Services #1, Wharton County Emergency Services #4; Wharton County Junior College District** (collectively, "Lender") hereby consents to and joins in the execution of that certain Electric Line Easement and Right-of-Way between **LCRA Transmission Services Corporation** ("LCRA TSC"), a Texas non-profit corporation, and Guadalupe Medina and Jennifer Medina, as part of LCRA TSC's electric transmission line system ("Easement Agreement"), by virtue of Lender's rights and interests set forth in that Judgment, dated August 17, 2015, in Cause Number 9985 of the 329<sup>th</sup> Judicial District Court of Wharton County Texas, recorded at document number 2015-00005911, Real Property Records of Wharton County, Texas and any other security instrument Lender has an interest in (collectively, the "Security Instrument"), and agrees to the granting of the aforesaid Easement Agreement and agrees the Security Instrument is subordinate to the Easement Agreement and that any sale under foreclosure of such Security Instrument shall be subject to such Easement Agreement.

This Consent and Joinder may be executed in multiple counterparts, all of which shall be construed together as an original instrument. Signature pages from different counterparts of this Consent and Joinder may be detached from the counterparts and conformed onto one counterpart of this Consent and Joinder to avoid unnecessary duplication.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Wharton County, Texas**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**Wharton County, Texas.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**West Wharton County Hospital District**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of **West Wharton County Hospital District.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**City of El Campo, Texas**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**City of El Campo, Texas.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**El Campo Independent School District**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of **El Campo Independent School District**.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Coastal Bend Groundwater District**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**Coastal Bend Groundwater District.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Wharton County Emergency Services District #1**

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

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

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

**ACKNOWLEDGMENT**

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

§

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

§

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**Wharton County Emergency Services District #1.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Wharton County Emergency Services District #4**

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

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

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

**ACKNOWLEDGMENT**

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

§

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

§

§

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**Wharton County Emergency Services District #4.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Wharton County Junior College District**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of  
**Wharton County Junior College District.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CONSENT AND JOINDER**

The State of Texas by and through the Texas Workforce Commission (“Lender”) hereby consents to and joins in the execution of that certain Electric Line Easement and Right-of-Way between LCRA Transmission Services Corporation (“LCRA TSC”), a Texas non-profit corporation, and Guadalupe Medina and Jennifer Medina, as part of LCRA TSC’s electric transmission line system (“Easement Agreement”), by virtue of Lender’s rights and interests set forth in that Notice of State Tax Lien, dated January 10, 2014, recorded in Volume 944, Page 736 Real Property Records of Wharton County, Texas and any other security instrument Lender has an interest in (collectively, the “Security Instrument”), and agrees to the granting of the aforesaid Easement Agreement and agrees the Security Instrument is subordinate to the Easement Agreement and that any sale under foreclosure of such Security Instrument shall be subject to such Easement Agreement.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**The State of Texas by and through the Texas  
Workforce Commission**

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ in his or her capacity as \_\_\_\_\_ of The State of Texas by and through the Texas Workforce Commission.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

### Tax Breakdown



8 Records - 2022

← GO BACK

Account

Basic In

OWNE  
MEDI  
ETUX  
802 C  
EL CA

Property

Sort year

2  
LAST P  
None

Jurisdiction	COASTAL BEND GRWATER DIST (WDCB)
Base Tax	\$17.24
Base Tax Paid	\$0.00
Base Tax Due	\$17.24
Penalty	\$1.21
Interest	\$0.34
Collection Penalty	\$0.00
Total Due	\$18.79

Jurisdiction	Wharton County Tax Office (COUN)
Base Tax	\$908.94
Base Tax Paid	\$0.00
Base Tax Due	\$908.94
Penalty	\$63.63
Interest	\$18.18
Collection Penalty	\$0.00
Total Due	\$990.75

Jurisdiction	EMERG SERVICES DIST#4 (ESD4)
Base Tax	\$175.25
Base Tax Paid	\$0.00
Base Tax Due	\$175.25
Penalty	\$12.27
Interest	\$3.51
Collection Penalty	\$0.00
Total Due	\$191.03

Jurisdiction	WEST WHARTON CO HOSP DIST (WWHD)
Base Tax	\$568.50
Base Tax Paid	\$0.00
Base Tax Due	\$568.50
Penalty	\$39.80
Interest	\$11.37
Collection Penalty	\$0.00
Total Due	\$619.67

Jurisdiction	FMLR (FMLR)
Base Tax	\$105.04
Base Tax Paid	\$0.00
Base Tax Due	\$105.04
Penalty	\$7.35
Interest	\$2.10
Collection Penalty	\$0.00
Total Due	\$114.49

Jurisdiction	WHARTON CO JR COLLEGE (COLL)
Base Tax	\$337.12
Base Tax Paid	\$0.00
Base Tax Due	\$337.12
Penalty	\$23.60
Interest	\$6.74
Collection Penalty	\$0.00
Total Due	\$367.46

Jurisdiction	EL CAMPO I.S.D. (SEL)
Base Tax	\$2,733.06
Base Tax Paid	\$0.00
Base Tax Due	\$2,733.06
Penalty	\$191.31
Interest	\$54.66
Collection Penalty	\$0.00
Total Due	\$2,979.03

Jurisdiction	WHARTON CO EMERG DIST#1 (ED1)
Base Tax	\$123.76
Base Tax Paid	\$0.00
Base Tax Due	\$123.76
Penalty	\$8.66
Interest	\$2.48

STATEMENT

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Y / RECEIPTS

All Years

TY