

# Board Workshop Agenda

## Lake Travis Independent School District Board of Trustees

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A meeting of the Board of Trustees of Lake Travis Independent School District will be held January 25, 2023, beginning at 6:00 PM in the Educational Development Center, Live Oak Room  
607 RR 620 North  
Austin, TX 78734.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this agenda.

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Public Comments/Citizen Participation
4. Consideration Items
  - A. Granting of Electric Utility Easement Between the City of Austin - Austin Energy and Lake Travis Independent School District 2
5. Upcoming Meetings and Events
  - A. February 15, 2023, 6:00 p.m. - Monthly Board Meeting, EDC
  - B. March 22, 2023, 6:00 p.m. - Monthly Board Meeting, EDC
  - C. April 5, 2023, 6:00 p.m. - Budget Workshop, EDC
6. Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.
  - A. Section 551.074 - Personnel Matters
    1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)
      - a. Superintendent's Evaluation and Contract
7. Adjournment



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Granting of Electric Utility Easement Between the City of Austin - Austin Energy and Lake Travis Independent School District.

### RECOMMENDED ACTION

**Authorize the Superintendent or Designee to Negotiate and Approve an Electric Utility Easement Agreement between the City of Austin - Austin Energy and Lake Travis Independent School District located on two (2) parcels of land near the intersection of the Southern Extension of Vail Divide and Hamilton Pool Road as presented in Exhibit 3.**

### RATIONALE

The Administration recommends approval of the negotiation and granting of a perpetual, non-exclusive electric line easement on the Southern Extension of Vail Divide property to the City of Austin - Austin Energy for the purpose of construction, maintenance, repair, removal and replacement of electric line improvements and related appurtenances.

### BUDGET PROVISIONS

Southern Extension of Vail Divide Project Funds - \$3,500

### RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services  
Robert Winovitch – Director of Facilities and Construction  
Matthew Tiffie – General Counsel

### ATTACHMENTS

1. Exhibit 1 – Electric Utility Easement Version 4.2 between Lake Travis Independent School District and the City of Austin – Austin Energy
2. Exhibit 2 – Austin Energy Electric Utility Drawing for a transformer and light at the intersection of Hamilton Pool Road and the Southern Extension of Vail Divide
3. Exhibit 3 – Description of two parcels for Easement to Austin Energy

### MEETING DATE

January 25, 2023

Easement No. \_\_\_\_\_  
File No. \_\_\_\_\_  
Address: 15724 Hamilton Pool Rd  
Initials: djl

## ELECTRIC UTILITY EASEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

DATE: \_\_\_\_\_

GRANTOR: LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

GRANTOR'S ADDRESS: 3322 Ranch Road 620 South  
Austin, Texas 78738

GRANTEE: CITY OF AUSTIN

GRANTEE'S ADDRESS: P. O. BOX 1088  
AUSTIN, TRAVIS COUNTY, TX 78767

PROPERTY: Tract 1: 0.20 of an acre of land, out of the  
WILLIAM CONRADI SURVEY NUMBER  
70.

Tract 2: 1.12 acres of land, out of the  
WILLIAM CONRADI SURVEY NUMBER  
70.

Both tracts being described in and conveyed to GRANTOR in Special Warranty Deed recorded in Document No. 2018014123, Official Public Records, Travis County, Texas, as corrected in Correction Affidavit to Special Warranty Deed recorded in Document No. 2019010257, Official Public Records, Travis County, Texas.

GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby grant, sell and convey to GRANTEE an easement and right of way along, over, under, and across the Property (the "Easement") to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and

electric telecommunications lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures (the "Facilities"), in the Easement for the purposes stated above.

GRANTEE shall have the right and privilege at any reasonable time or times to enter upon and cross the Property to the extent necessary for the foregoing purposes, and to cut or trim trees and shrubbery and remove obstructions as necessary to keep them clear of the Facilities and permit GRANTEE unimpeded access to the Facilities in the Easement for the purposes stated above.

GRANTOR may not place, erect or maintain in the Easement (a) any permanent structures, including, but not limited to habitable structures such as homes or offices, (b) any structure of any kind, in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without Grantee's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities.

After final construction and installation of the Facilities, the easement hereby granted shall be limited to an area extending five feet on all sides of the actual installed location of the FACILITIES (the "Easement Area") and this easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

GRANTOR reserves the right to replace this Easement with a replacement easement ("Replacement Easement") containing a surveyed metes and bounds description of the easement area. The survey and metes and bounds description shall be prepared at Grantor's expense. This Easement shall remain in full force and effect until such time as the Replacement Easement has been accepted by GRANTEE and duly recorded.

Upon completion of initial construction or any subsequent work in the Easement, GRANTEE shall repair any material damage to the Property so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Property for the purposes hereinabove stated.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement

unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date first above written.

GRANTOR: LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Paul Norton, Superintendent of Schools

REVIEWED:  
THE CITY OF AUSTIN  
AUSTIN ENERGY

\_\_\_\_\_  
By: Pamela England  
Title: Manager  
Public Involvement & Real Estate Services

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by Paul Norton, in the capacity as the Superintendent of Schools of LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

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

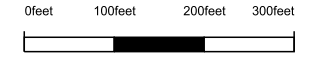
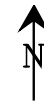
\_\_\_\_\_  
Notary's Printed or Typed Name

\_\_\_\_\_  
Notary's Commission Expires

AFTER RECORDING, RETURN TO:  
City of Austin - Austin Energy  
4815 Mueller Blvd.  
Austin, Texas 78723  
Attn: Rosario Navarro  
Blanket Electric Utility Easement  
Legal Review 06/15/07

08/16/2022

gssagentp

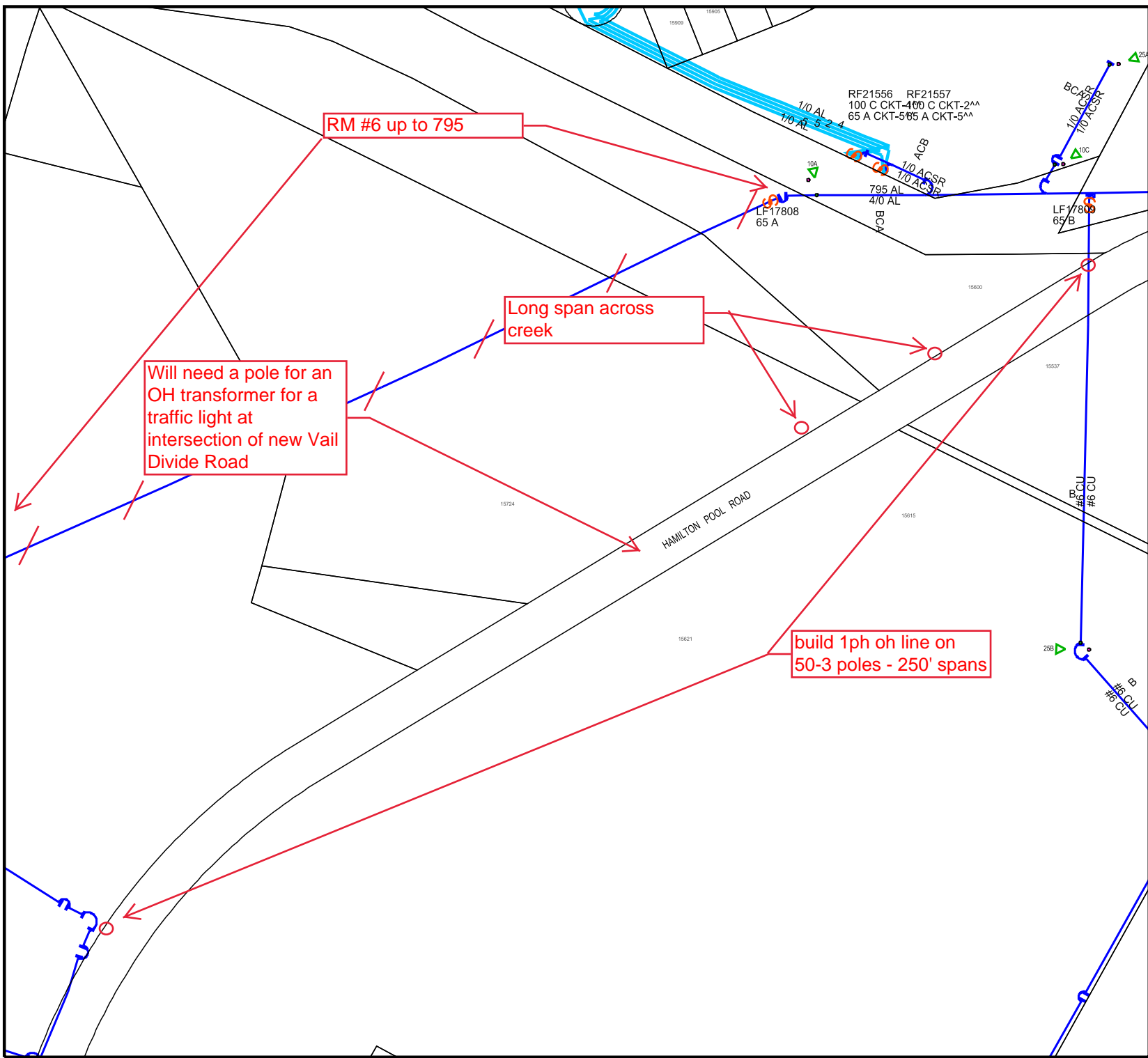


RM #6 up to 795

Long span across creek

Will need a pole for an OH transformer for a traffic light at intersection of new Vail Divide Road

build 1ph oh line on 50-3 poles - 250' spans



Get with survey to stake the poles once designed - 2ft within the R.O.W. of Hamilton Pole Rd. Make sure the poles are tall enough and anchored well for the long span across the creek. Need transformer for traffic light at new Vail Divide Road. RM existing #6

This map has been produced by Austin Energy for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**EXHIBIT 3**  
**DESCRIPTION OF TWO PARCELS**  
**FOR EASEMENT TO AUSTIN ENERGY**

Tract 1. An approximately 0.20-acre parcel of land described as Tract A in the Special Warranty Deed recorded in Document No. 2018014123, Official Public Records, Travis County, Texas, as corrected in Correction Affidavit to Special Warranty Deed recorded in Document No. 2019010257, Official Public Records, Travis County, Texas; and

Tract 2. An approximately 1.12-acre parcel of land described as Tract B in the in Special Warranty Deed recorded in Document No. 2018014123, Official Public Records, Travis County, Texas, as corrected in Correction Affidavit to Special Warranty Deed recorded in Document No. 2019010257, Official Public Records, Travis County, Texas.