

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN EASEMENT AND RIGHT OF WAY AGREEMENT BETWEEN THE TOWN OF ADDISON AND ONCOR ELECTRIC DELIVERY COMPANY LLC TO OBTAIN A DRAINAGE EASEMENT ON ONCOR PROPERTY ASSOCIATED WITH THE SHERLOCK DRAINAGE IMPROVEMENTS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Easement and Right of Way agreement between the Town of Addison and Oncor Electric Delivery Company LLC, to obtain a drainage easement for improvements associated with the Sherlock drainage project, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 26th day of June 2018.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

Northlake – Northaven 138KV
B-29.2 (4741/148)
2017-1297JB

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS §

That **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by the the Town of Addison, Texas, hereinafter referred to as Grantee, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto said Grantee a nonexclusive ten (10) foot wide easement and right of way for the purpose of constructing, reconstructing, replacing, maintaining and operating a storm drain pipeline, hereinafter referred to as Grantee's Facility, in, over, under, across and along the property described on the attached Exhibits A1 and A2, and as shown on the attached Exhibits B1 and B2:

SEE ATTACHED EXHIBIT "A1, A2 & B1, B2"

There is also granted to Grantee, its successors or assigns, a nonexclusive easement to use only so much of Grantor's adjoining land, during temporary periods, as may be necessary for the construction, maintenance, and repair of said Grantee's Facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Additional general construction limitations on easement are described and listed, but not limited to, in **Exhibit "C"**, attached hereto and by reference made a part hereof. Use of draglines or other boom-type equipment in connection with any work to be performed on Grantor's property by the Grantee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. Grantee must notify North Dallas Transmission, (254) 644-8020, at least 48 hours prior to the use of any boom-type equipment on Grantor's property except in an emergency. Grantor reserves the right to refuse Grantee permission to use boom-type equipment.

EXHIBIT A

Grantee shall locate its Facility within the easement so as not to interfere with any of Grantor's facilities. Grantee shall not place its facility within 25 feet of any pole or tower leg. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its facilities located on or near the easement that Grantor, in its sole discretion, determines are subject to interference from the said Grantee's Facility or from the exercise by Grantee of any of its rights hereunder.

This easement is granted upon the conditions that Grantee's Facility to be constructed shall be maintained and operated by Grantee at no expense to Grantor and Grantor shall not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Grantee's Facility.

To the extent permitted by law, Grantee agrees to defend, indemnify and hold Grantor, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of, or be occasioned, by any negligent act or omission of Grantee, its officers, agents, associates, employees or subconsultants; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Grantor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Grantor and Grantee, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity or other defenses available to the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee shall, at its own cost and expense comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Grantee's use thereof.

This easement, subject to all liens of record, shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the same shall be abandoned for use by the Grantee for the purpose herein stated, then and thereupon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

EXHIBIT A

AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

EXECUTED as of this _____ day of _____, 2018.

GRANTOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____
Dennis L. Patton
Attorney-in-Fact

GRANTEE:

TOWN OF ADDISON, TEXAS

By: _____

Name: _____

Title: _____

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **Town of Addison, Texas**, 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 therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2018.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis L. Patton, as the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2018.

Notary Public in and for the State of Texas

EXHIBIT A

EXHIBIT A1

DRAINAGE EASEMENT THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273 TOWN OF ADDISON, DALLAS COUNTY, TEXAS

BEING a 7,866 square foot tract of land situated in the Thomas L. Chenowith Survey, Abstract Number 273, in the Town of Addison, Dallas County, Texas, and being part of that tract of land described in deed to Texas Power & Light Company (T.P. & L.), as recorded in Volume 4741, Page 148, Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found for the southeast corner of the SAC/Beltline Addition, an addition to the Town of Addison, as recorded in Volume 84013, Page 3322, D.R.D.C.T., and being at the intersection of the east line of said T.P. & L. tract and the north line of Beltway Drive, (a 60-foot width right-of-way at this point);

THENCE South 87 degrees 13 minutes 04 seconds West, departing said east line and along the said north right-of-way line of said Beltway Drive, a distance of 12.93 feet to the POINT OF BEGINNING of the herein described tract;

THENCE South 87 degrees 13 minutes 04 seconds West, continuing along said north right-of-way line, a distance of 10.01 feet to a point for corner;

THENCE Northerly, departing said north right-of-way line and over and across said T.P. & L. tract the following calls:

North 00 degrees 16 minutes 34 seconds West, a distance of 461.92 feet to the beginning of a curve to the right having a radius of 155.00 feet and whose chord bears North 05 degrees 08 minutes 00 seconds East, a distance of 29.22 feet;

Northerly along said curve, through a central angle of 10 degrees 49 minutes 08 seconds, an arc distance of 29.27 feet to the point of reverse curvature of a curve to the left having a radius of 145.00 feet and whose chord bears North 05 degrees 03 minutes 33 seconds East, a distance of 27.71 feet;

Northerly along said curve, through a central angle of 10 degrees 58 minutes 02 seconds, an arc distance of 27.75 feet to the point of tangency;

North 00 degrees 25 minutes 28 seconds West, a distance of 4.00 feet to the beginning of a curve to the left having a radius of 145.00 feet and whose chord bears North 06 degrees 28 minutes 30 seconds West, a distance of 30.57 feet;

Northerly along said curve, through a central angle of 12 degrees 06 minutes 04 seconds, an arc distance of 30.62 feet to the point of reverse curvature of a curve to the right having a radius of 155.00 feet and whose chord bears North 06 degrees 40 minutes 13 seconds West, a distance of 31.62 feet;

Page 1 of 3

EXHIBIT A

EXHIBIT A1

DRAINAGE EASEMENT
THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT
IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

Northerly along said curve, through a central angle of 11 degrees 42 minutes 37 seconds, an arc distance of 31.68 feet to the point of tangency;

North 00 degrees 48 minutes 55 seconds West, a distance of 70.36 feet to the beginning of a curve to the left having a radius of 142.75 feet and whose chord bears North 15 degrees 37 minutes 12 seconds West, a distance of 72.95 feet;

Northerly along said curve, through a central angle of 29 degrees 36 minutes 34 seconds, an arc distance of 73.77 feet to the point of tangency;

North 30 degrees 25 minutes 29 seconds West, a distance of 55.40 feet to a point on the common north line of said T.P. & L. tract and south line of Belt Line Road (a variable width right-of-way), said point being on a non-tangent curve to the left having a radius of 1,960.00 feet and whose chord bears North 65 degrees 46 minutes 59 seconds East, a distance of 10.06 feet;

THENCE Northeasterly along said common line and along said curve, through a central angle of 00 degrees 17 minutes 39 seconds, an arc distance of 10.06 feet to a point for corner;

THENCE Southerly, departing said common line and over and across said T.P. & L. tract the following calls:

South 30 degrees 25 minutes 29 seconds East, a distance of 54.32 feet to the beginning of a curve to the right having a radius of 152.75 feet and whose chord bears South 15 degrees 37 minutes 12 seconds East, a distance of 78.06 feet;

Southerly along said curve, through a central angle of 29 degrees 36 minutes 34 seconds, an arc distance of 78.94 feet to the point of tangency;

South 00 degrees 48 minutes 55 seconds East, a distance of 70.36 feet to the beginning of a curve to the left having a radius of 145.00 feet and whose chord bears South 06 degrees 40 minutes 13 seconds East, a distance of 29.58 feet;

Southerly along said curve, through a central angle of 11 degrees 42 minutes 37 seconds, an arc distance of 29.64 feet to the point of reverse curvature of a curve to the right having a radius of 155.00 feet and whose chord bears South 06 degrees 28 minutes 30 seconds East, a distance of 32.68 feet;

Southerly along said curve, through a central angle of 12 degrees 06 minutes 04 seconds, an arc distance of 32.74 feet to the point of tangency;

EXHIBIT A

EXHIBIT A1

**DRAINAGE EASEMENT
THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT
IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

South 00 degrees 25 minutes 28 seconds East, a distance of 4.00 feet to the beginning of a curve to the right having a radius of 155.00 feet and whose chord bears South 05 degrees 03 minutes 33 seconds West, a distance of 29.62 feet;

Southerly along said curve, through a central angle of 10 degrees 58 minutes 02 seconds, an arc distance of 29.67 feet to the point of reverse curvature of a curve to the left having a radius of 145.00 feet and whose chord bears South 10 degrees 49 minutes 08 seconds West, a distance of 27.34 feet;

Southerly along said curve, through a central angle of 10 degrees 49 minutes 08 seconds, an arc distance of 27.38 feet to the point of tangency;

South 00 degrees 16 minutes 34 seconds East, a distance of 461.48 feet to the POINT OF BEGINNING AND CONTAINING 7,866 square feet, or 0.1806 acres of land, more or less.

The basis of bearings is the Texas Coordinate System of 1983, North Central Zone (4202).

**PRELIMINARY
FOR REVIEW ONLY; NOT TO BE RECORDED FOR ANY PURPOSE**

**ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600**

EXHIBIT A

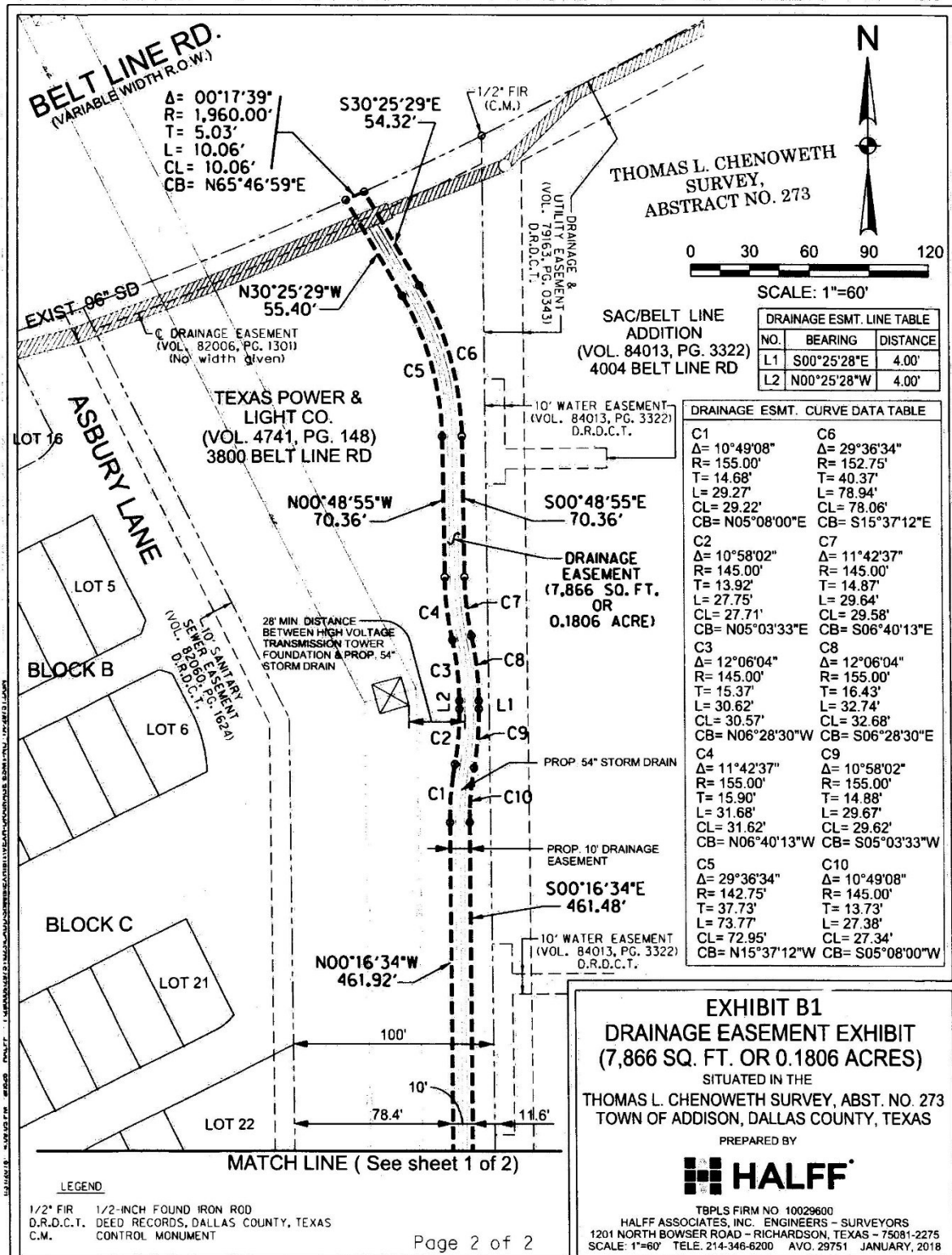


EXHIBIT A

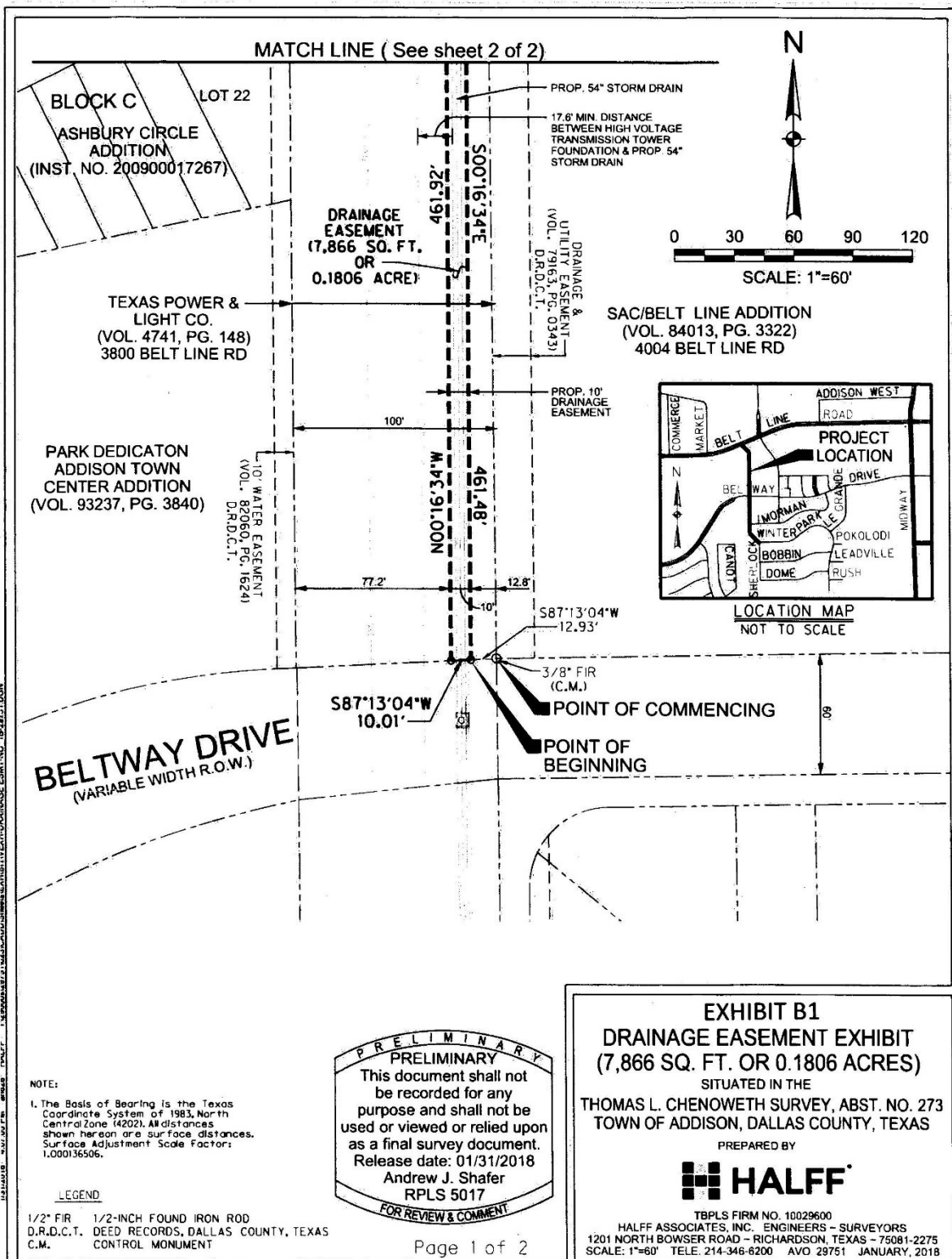


EXHIBIT A

**EXHIBIT A2
DRAINAGE EASEMENT
THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT
IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

BEING a 6,450 square foot tract of land situated in the Thomas L. Chenowith Survey, Abstract Number 273, in the Town of Addison, Dallas County, Texas, and being part of that tract of land described in deed to Texas Power & Light Company (T.P. & L.), as recorded in Volume 4741, Page 148, Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at the northwest corner of Revised Midway Meadows Addition, an addition to the Town of Addison, as recorded in Volume 80068, Page 2077, D.R.D.C.T., and being at the intersection of the east line of said T.P. & L. tract and the south line of Beltway Drive, (a 60-foot width right-of-way at this point);

THENCE South 83 degrees 59 minutes 37 seconds West, departing said east line and along the said south right-of-way line of Beltway Drive, a distance of 13.25 feet to the POINT OF BEGINNING of the herein described tract;

THENCE Southerly, departing said south right-of-way line and over and across said T.P. & L. tract the following calls:

South 00 degrees 16 minutes 34 seconds East, a distance of 48.24 feet to the beginning of a curve to the left having a radius of 145.00 feet and whose chord bears South 07 degrees 10 minutes 03 seconds East, a distance of 34.80;

Southerly along said curve, through a central angle of 13 degrees 46 minutes 59 seconds, an arc distance of 34.88 feet to the point of reverse curvature of a curve to the right having a radius of 155.00 feet and whose chord bears South 07 degrees 14 minutes 30 seconds East, a distance of 36.80 feet;

Southerly along said curve, through a central angle of 13 degrees 38 minutes 05 seconds, an arc distance of 36.89 feet to the point of tangency;

South 00 degrees 25 minutes 28 seconds East, a distance of 13.25 feet to the beginning of a curve to the right having a radius of 155.00 feet and whose chord bears South 05 degrees 53 minutes 00 seconds West, a distance of 34.06 feet;

Southerly along said curve, through a central angle of 12 degrees 36 minutes 56 seconds, an arc distance of 34.13 feet to the point of reverse curvature of a curve to the left having a radius of 145.00 feet and whose chord bears South 05 degrees 53 minutes 45 seconds West, a distance of 31.80 feet;

Southerly along said curve, through a central angle of 12 degrees 35 minutes 26 seconds, an arc distance of 31.86 feet to the point of tangency;

EXHIBIT A

EXHIBIT A2

**DRAINAGE EASEMENT
THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT
IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

South 00 degrees 23 minutes 58 seconds East, a distance of 338.63 feet to a point for corner;

South 57 degrees 44 minutes 04 seconds East, a distance of 15.78 feet to a point for corner on the common east line of said T.P. & L. tract and west line of a 15-foot wide alley dedicated by said Revised Midway Meadows Addition;

THENCE South 00 degrees 31 minutes 56 seconds East, along said common line, a distance of 11.90 feet to a point for corner;

THENCE Northerly, departing said common line and over and across said T.P. & L. tract the following calls:

North 57 degrees 44 minutes 04 seconds West, a distance of 27.70 feet to a point for corner

North 00 degrees 23 minutes 58 seconds West, a distance of 344.10 feet to the beginning of a curve to the right having a radius of 155.00 feet and whose chord bears North 04 degrees 23 minutes 59 seconds East, a distance of 25.94 feet;

Northerly along said curve, through a central angle of 09 degrees 35 minutes 54 seconds, an arc distance of 25.97 feet to a point for corner;

South 89 degrees 34 minutes 32 seconds West, a distance of 65.54 feet to a point for corner;

North 60 degrees 25 minutes 28 seconds West, a distance of 16.43 feet to a point for corner on the common west line of said T.P. & L. tract and east line of the Addison Athletic Club Addition, an addition to the Town of Addison as recorded in Volume 2002046, Page 122, D.R.D.C.T.;

THENCE North 00 degrees 31 minutes 56 seconds West, along said common line, a distance of 11.56 feet to a point for corner;

THENCE Easterly and Northerly, departing said common line and over and across said T.P. & L. tract the following calls:

South 60 degrees 25 minutes 28 seconds East, a distance of 19.55 feet to a point for corner;

EXHIBIT A

**EXHIBIT A2
DRAINAGE EASEMENT
THROUGH A TEXAS UTILITIES ELECTRIC COMPANY TRACT
IN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS**

North 89 degrees 34 minutes 32 seconds East, a distance of 64.87 feet to a point for corner on a non-tangent curve to the left having a radius of 145.00 feet and whose chord bears North 05 degrees 28 minutes 02 seconds East, a distance of 29.77 feet;

Northerly along said curve, through a central angle of 11 degrees 47 minutes 00 seconds, an arc distance of 29.82 feet to the point of tangency;

North 00 degrees 25 minutes 28 seconds West, a distance of 13.25 feet to the beginning of a curve to the left having a radius of 145.00 feet and whose chord bears North 07 degrees 14 minutes 30 seconds West, a distance of 34.42 feet;

Northerly along said curve, through a central angle of 13 degrees 38 minutes 05 seconds, an arc distance of 34.51 feet to the point of reverse curvature of a curve to the right having a radius of 155.00 feet and whose chord bears North 07 degrees 10 minutes 03 seconds West, a distance of 37.20 feet;

Northerly along said curve, through a central angle of 13 degrees 46 minutes 59 seconds, an arc distance of 37.29 feet to the point of tangency;

North 00 degrees 16 minutes 34 seconds West, a distance of 47.24 feet to a point of said south right-of-way line of Beltway Drive;

North 83 degrees 59 minutes 37 seconds East, a distance of 10.05 feet to the POINT OF BEGINNING AND CONTAINING 6,450 square feet or 0.1481 acres of land, more or less.

The basis of bearings is the Texas Coordinate System of 1983, North Central Zone (4202).

PRELIMINARY
FOR REVIEW ONLY; NOT TO BE RECORDED FOR ANY PURPOSE

ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600

**THOMAS L. CHENOWETH
SURVEY,
ABSTRACT NO. 273**

0 30 60 90 120
SCALE: 1"=60'

N

POINT OF BEGINNING
S83°59'37"W 13.25'

POINT OF COMMENCING
500°16'34"E 48.24'

LOT 4A **LOT 4B**
LOT 3B
MIDWAY MEADOWS REVISED
(VOL. 82200, PG. 2651)

LOT 3A
LOT 2B
LOT 2A
LOT 1B
LOT 1A

TEXAS POWER & LIGHT CO.
(VOL. 4741, PG. 148)
3800 BELT LINE RD

28' MIN. DISTANCE
BETWEEN HIGH VOLTAGE
TRANSMISSION TOWER
FOUNDATION & PROP. 54'
STORM DRAIN

S60°25'28"E 19.55'
N00°31'56"W 11.56'
N60°25'28"W 16.43'

N89°34'32"E 64.87'
S89°34'32"W 65.54'

PROP. 54' STORM DRAIN

344.10'
3.85±2.00S

78' 10' 12'

100'

PROP. 10'
DRAINAGE EASEMENT

N00°23'58"W 338.61'

DRAINAGE EASEMENT
(6,450 SQ. FT.
OR
0.1481 ACRE)

SOPRAS CIR

MORMAN LN

BELTWAY DR
(VARIABLE WIDTH R.O.W.)

15' ALLEY
(VOL. 80068, PG. 20771)

DRAINAGE ESMT. LINE TABLE		
NO	BEARING	DISTANCE
L1	S00°25'28"E	13.25'
L2	N00°25'28"W	13.25'

DRAINAGE ESMT. CURVE DATA TABLE			
C1	Δ= 13°46'59"	C5	Δ= 09°35'54"
R= 145.00'	T= 155.00'	R= 145.00'	T= 155.00'
L= 17.53'	T= 13.02'	L= 17.53'	T= 13.02'
CL= 34.88'	L= 25.97'	CL= 34.88'	L= 25.97'
CB= S07°10'03"E	CB= N04°23'59"E	CB= S07°10'03"E	CB= N04°23'59"E
C2	Δ= 13°38'05"	C6	Δ= 11°47'00"
R= 155.00'	T= 145.00'	R= 155.00'	T= 145.00'
L= 18.53'	T= 14.96'	L= 18.53'	T= 14.96'
CL= 36.89'	L= 29.82'	CL= 36.89'	L= 29.82'
CB= S07°14'30"E	CB= N05°28'02"E	CB= S07°14'30"E	CB= N05°28'02"E
C3	Δ= 12°36'56"	C7	Δ= 13°38'05"
R= 155.00'	T= 145.00'	R= 155.00'	T= 145.00'
L= 17.13'	T= 17.33'	L= 17.13'	T= 17.33'
CL= 34.13'	L= 34.51'	CL= 34.13'	L= 34.51'
CB= S05°53'00"W	CB= N07°14'30"W	CB= S05°53'00"W	CB= N07°14'30"W
C4	Δ= 12°35'26"	C8	Δ= 13°46'59"
R= 145.00'	T= 155.00'	R= 145.00'	T= 155.00'
L= 16.00'	T= 18.73'	L= 16.00'	T= 18.73'
CL= 31.86'	L= 37.29'	CL= 31.86'	L= 37.29'
CB= S05°53'45"W	CB= N07°10'03"W	CB= S05°53'45"W	CB= N07°10'03"W

MATCH LINE (See sheet 2 of 2)

NOTE:

1. The Basis of Bearing is the Texas
Coordinate System of 1983, North
Central Zone (4202). All distances
shown hereon are surface distances.
Surface Adjustment Scale Factor:
1.000136506.

LEGEND

1/2" FIR 1/2-INCH FOUND IRON ROD
W/CAP WITH YELLOW CAP STAMPED 'HALFF'
D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
C.M. CONTROL MONUMENT

PRELIMINARY

This document shall not
be recorded for any
purpose and shall not be
used or viewed or relied upon
as a final survey document.
Release date: 01/30/2018
Andrew J. Shafer
RPLS 5017

FOR REVIEW & COMMENT

EXHIBIT B2

DRAINAGE EASEMENT EXHIBIT
(6,450 SQ. FT. OR 0.1481 ACRES)

SITUATED IN THE

THOMAS L. CHENOWETH SURVEY, ABST. NO. 273
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

PREPARED BY

HALFF

TBPLS FIRM NO. 10029600
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=60' TELE: 214-346-6200 AVO: 29751 JANUARY, 2018

Page 1 of 2

EXHIBIT A

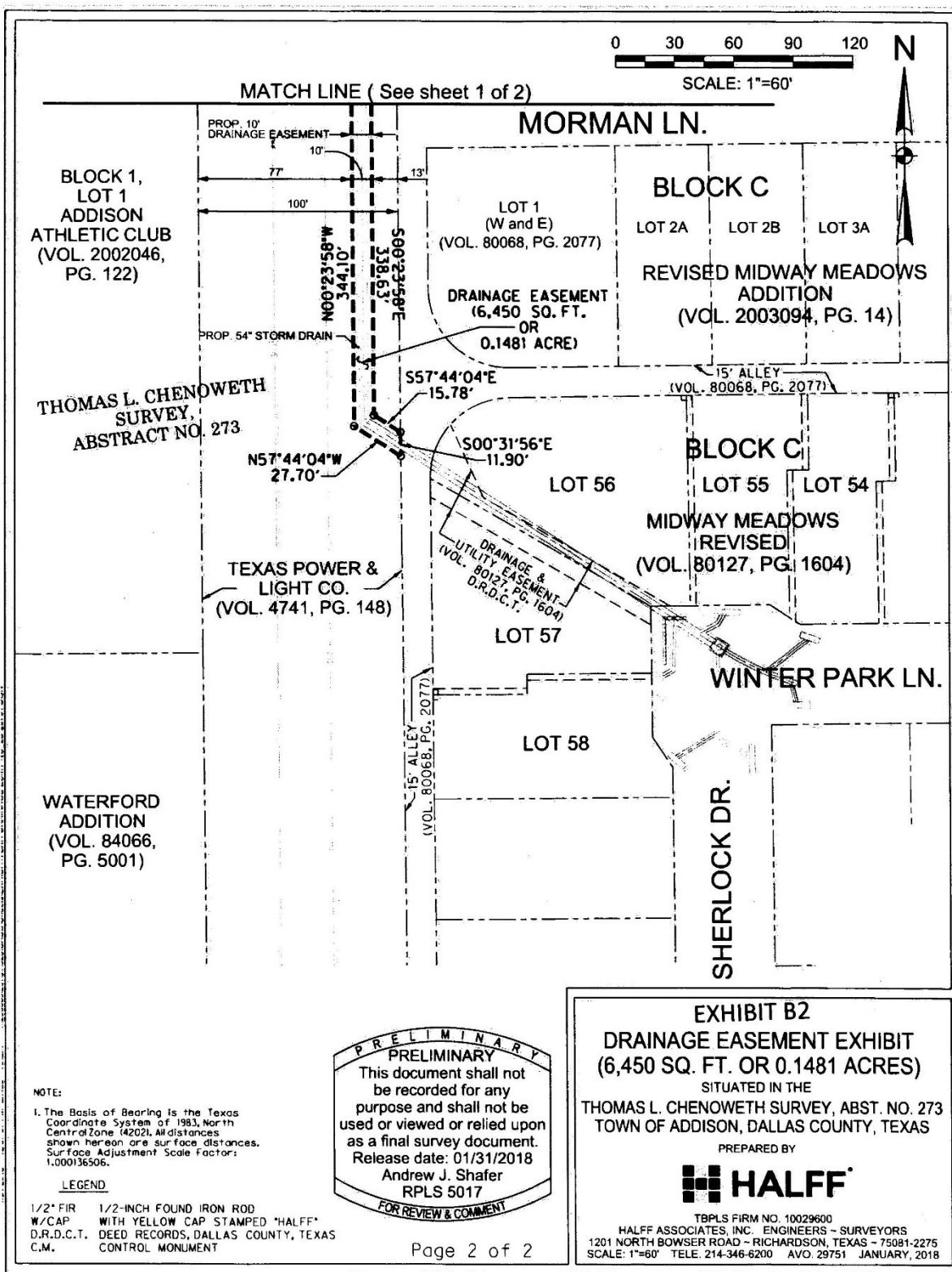


EXHIBIT A

CONSTRUCTION LIMITATIONS ON **Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY** **EXHIBIT "C"**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

EXHIBIT A

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (254) 644-8020.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C.

EXHIBIT A

§§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.