

**RESOLUTION NO. R21-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A LICENSE AGREEMENT BETWEEN THE TOWN OF ADDISON AND ONCOR ELECTRIC DELIVERY COMPANY LLC PROVIDING FOR THE TOWN’S ACCESS AND USE OF CERTAIN REAL PROPERTY OWNED BY ONCOR FOR THE EXTENSION OF THE REDDING HIKE AND BIKE TRAIL TO MIDWAY ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Town of Addison’s City-Wide Trails Master Plan, adopted on May 25, 2021, provides for the future extension of the existing Redding hike and bike trail (“Redding Trail”) to Midway Road; and

**WHEREAS**, Oncor owns approximately 6 acres of real property adjacent to the existing trail improvements, being further described and depicted in the license agreement attached hereto and incorporated herein as **Exhibit A** to this Resolution (the “Property”).

**WHEREAS**, the City Council desires to enter into a license agreement with Oncor Electric Delivery Company, LLC (“Oncor”) whereby the Town will be granted access to the Property for the use, installation and maintenance the landscaping necessary to extend the existing trail and landscape improvements to Midway Road (the “Agreement”).

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

**SECTION 1.** The City Council hereby approves the Agreement between the Town of Addison and Oncor, a copy of which is attached to this Resolution as **Exhibit A**, which provides the Town the right to access and use the Property for the construction, maintenance and operation of the Redding Trail extension to Midway Road. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This resolution shall be effective from and after its date of passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **9<sup>th</sup>** day of **NOVEMBER 2021**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma G. Parker, City Secretary

# EXHIBIT A

Northlake – Northaven 138kV  
H-4.5  
2021-2614RT

## LICENSE AGREEMENT HIKE & BIKE TRAIL Re: Redding Trail Extension to Midway Rd

This License Agreement (“Agreement”) is made this 9<sup>th</sup> day of November, 2021, (“Effective Date”) by and between **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, (“Oncor”) and the **Town of Addison**, a Texas municipal corporation (“City”).

### RECITALS

1. Oncor is the owner of the land described in **Exhibit “A”** attached hereto and made a part hereof for all purposes, and referred to hereinafter as the “Property”, upon which Property is located Oncor’s electric transmission and distribution line(s) and associated facilities.
2. City has requested that Oncor make available the Property for City to construct, install, and maintain a hike and bike trail extension to include upgrading the fence around the existing dog park for the general public’s recreational use, subject to the terms of this Agreement, including the Hike and Bike Trail Guidelines attached hereto as **Exhibit “B”** and incorporated herein (the “Trail Guidelines”).

**NOW, THEREFORE**, for the consideration herein provided, it is agreed as follows:

1. License. Oncor hereby grants to City and City hereby accepts from Oncor, a license to use the Property to construct, install, and maintain a public hike and bike trail consisting of an improved surface and related Oncor-approved landscaping, signage, and facilities on the Property for use by the general public for recreational purposes only (“License”), but with the conditions that such hike and bike trail shall be constructed, installed, and maintained in accordance with the Trail Guidelines and in such a manner as not to damage or destroy Oncor’s electric transmission and distribution line(s) and other facilities, and that the recreational use of the Property shall not interfere with the continued operation and maintenance of Oncor’s electric transmission and distribution line(s) and other facilities, as well as Oncor authorized third party facilities.
2. Limitations Of Use. This License is strictly limited to the public hike and bike trail to be constructed, installed, and maintained on the Property and does not extend to the use of any of Oncor’s facilities or Oncor authorized third party facilities located on the Property. The approved engineering plans and specifications for the concrete trail are attached hereto as **Exhibit “C”**. It is understood that if actual construction and

installation of the hike and bike trail has not commenced within twenty-four (24) months after the Effective Date, and diligently pursued to completion thereafter by the City, Oncor shall have the right to terminate this Agreement. Additional general construction limitations on the Property are described and listed in **Exhibit “D”**, attached hereto and a part hereof for all intent and purpose. Prior to the installation of any landscaping on the hike and bike trail, landscaping plans that comply with the Landscaping Requirements contained in the Trail Guidelines must be submitted to and approved in writing by Oncor. Engineering plans and landscaping plans may be submitted to Oncor separately, provided, however, that all improvements, fixtures, vegetation or other encroachments of any nature must be approved in writing by Oncor before such improvements, fixtures, vegetation or other encroachments of any nature may be installed on the hike and bike trail.

3. Consideration. In consideration for this License, the sufficiency of which Oncor hereby acknowledges, City (a) has paid to Oncor One Dollar (\$1.00), (b) shall undertake the maintenance and other obligations herein provided, and (c) agrees that City shall not object to or contest any future regulatory filings by Oncor to add to, modify, and/or rebuild its facilities on the basis of the use of the Property as a hike & bike trail or recreation area.

4. Term. The License as to the Property granted by this Agreement is non-exclusive and perpetual commencing on the Effective Date; provided, however, the License may be terminated in whole or in part by Oncor with one hundred and eighty (180) calendar days prior written notice to City of such termination in accordance with the notice provisions of this Agreement if such termination is necessitated by a change in local, state or federal law or regulations applicable to same. Furthermore, in the event that Oncor determines it has an operational need for a portion of the Property to the extent that the hike and bike trail cannot be relocated on that portion of the Property pursuant to Paragraph 8 below, the License may be terminated by Oncor, as to the affected portion of the Property only, by providing the City one hundred and eighty (180) calendar days prior written notice of such partial termination in accordance with the notice provisions of this Agreement. In any case of either a change in state or federal law or regulation or an operational need, Oncor will work in good faith with City to minimize the amount of the hike and bike trail to be relocated and/or the amount of the Property and City’s improvements impacted by any termination. Furthermore, in the event Oncor elects to sell to a bona fide unaffiliated third party Property upon which Oncor does not have any facilities, Oncor may do so free from the applicability of this License after having first offered to sell the Property to the City at fair market value. The City shall have thirty (30) calendar days to accept Oncor’s offer to sell the Property. If the City does not accept the offer within such 30 day period, the offer shall be deemed rejected. In the event City elects not to purchase the Property so offered by Oncor, prior to closing of Oncor’s conveyance of the Property to the third party, City shall execute and deliver to Oncor a partial release from this License of such portion of the Property being sold and the parties shall have no further obligations one to the other under this agreement as to such portion of the Property.

5. Security. City shall be solely responsible for maintaining peace and order and shall prevent any nuisances arising from or connected with its license and use of the Property.

6. Oncor's Access. Oncor and its authorized agents shall have the right to enter the Property at any time for any purpose. It is understood that from time to time entry will be necessary for inspection, maintenance, and work upon Oncor's facilities located upon the Property and, on such occasions, it may be necessary to close all or portions of the hike and bike trail and prohibit the public from using same. This License is not exclusive and Oncor, its employees, agents, representatives, and others whom it may license, may go upon, make improvements upon and traverse the Property and make changes in the location of or additions to Oncor's facilities located thereon without payment of compensation to City, and without liability for any damage to the hike and bike trail or for any interruption of use of the hike and bike trail.

7. Acceptance Of Premises. City acknowledges that it has fully inspected the Property and accepts the Property in its present condition as suitable for the purpose for which the License is being granted. This License is granted subject to any and all easements, restrictions, covenants, conditions, limitations, and mineral interests filed of record in the Official Real Property Records of Dallas County, Texas in effect as to the Property. City shall not make or cause to be made any improvements to the Property other than as approved by Oncor in advance, in writing, and then only at the sole cost and expense of City.

8. Relocation. If at any time in the future, any portion of the hike and bike trail, in the sole judgment of Oncor, interferes with the installation, operation maintenance and/or removal of Oncor's electric transmission and distribution line(s) and other facilities, Oncor shall have the right to require City to relocate the offending portion of the hike and bike trail on the Property so as not to interfere with Oncor's electric transmission and distribution line(s) and other facilities. Oncor shall notify City in writing within ninety (90) days if a portion of the hike and bike trail must be relocated at City's sole cost and according to plans approved by Oncor, stating the portion so impacted and the reason for the relocation. If at the end of such ninety (90) day period the portion of the hike and bike trail has not been relocated, Oncor may relocate it, at the City's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such relocation.

9. Default and Termination. It is understood and agreed that, in case of default by City or its agents in any of the terms and conditions herein stated, including all terms and conditions contained in the attached exhibits, such default continuing for a period of ninety (90) days after Oncor notifies City in writing of such default and the cure action required, Oncor at its election may terminate this Agreement and upon such termination all of City's rights hereunder shall cease and come to an end. This Agreement and the License herein provided shall also terminate upon the abandonment of the hike and bike trail by City.

10. Condition Upon Termination. Upon termination of this Agreement, City shall surrender the Property to Oncor in the same condition as received except for ordinary wear and tear. City may remove such improvements as it desires. By written notice Oncor may require City, upon termination, to remove any improvements made to the Property by City and to restore said portion of the Property to its original condition, at City's expense. All improvements not required by Oncor to be removed or otherwise

removed by City shall become Oncor's property at no cost or expense to Oncor. If City fails to remove improvements as required by Oncor, Oncor may remove same and City shall reimburse Oncor 100% of the costs and expenses of having the improvements removed from the Property. City shall have a reasonable right of access to the Property to accomplish said removal and restoration.

11. Assignment And Subletting. The License is personal to City and may not be sold, transferred, assigned or sublet. Any purported transfer or assignment shall be null and void ab initio and of no force or effect. It is the intention of this Agreement not to confer benefits, rights, or privileges on any person or entity other than Oncor and City. This Agreement is binding on the parties' respective successors and assigns and the purchaser(s) of all or any part of the Property, except for property upon which Oncor has no facilities as set forth in Section 4 of this Agreement. City, at its expense, may file a memorandum providing notice of the existence of this Agreement in the real property records of any county in which part of the Property is located. A change in the control or ownership of Oncor shall not give any party the right to terminate this Agreement. Furthermore, in the event of a merger of Oncor with another entity in which Oncor is not the surviving entity, this Agreement shall be binding on the surviving entity of such merger.

12. Boom-Type Equipment. Use of cranes or other boom-type equipment in connection with any work to be performed on the Property by City, its employees, agents representatives, or contractors, or the public generally, must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code, and any other applicable clearance requirements. Notwithstanding anything to the contrary, in no event shall any equipment 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 situated on the Property. City must notify Oncor 48 hours prior to the use of any boom-type equipment on Oncor's Property. Oncor reserves the right to refuse City permission to use boom-type equipment.

13. Maintenance of Property. City, at its sole cost and expense, at all times during the term of this Agreement, agrees to keep clean and maintain or cause to be kept clean and maintained the entire Property and all improvements which may be placed or erected on the Property by City, in a good state of appearance and repair reasonably satisfactory to Oncor. City specifically acknowledges that its obligations with regard to maintenance of the Property include maintaining the entire width of the Property, and not just the area surrounding City's Hike & Bike Trail. City, at its sole cost and expense, is liable for all costs and expenses incurred by Oncor arising out of any (i) landscaping vegetation encroachments, and/or (ii) trail related park structure encroachments intended for use by the general public, including, without limitation, picnic tables, park benches, water fountains, covered sheds, playground equipment, etc., on the Property not expressly approved or authorized by Oncor, regardless of whether made or installed by City. City shall not allow any third parties or neighborhood / community groups acting under or through the auspices of City to install anything on the Property, or perform any plantings, landscaping or other improvements that are not approved by or part of a landscaping plan approved by Oncor. City shall be liable for any and all taxes and fees assessed by City or other taxing authorities related to the hike and bike trail being located on the Property,

including, but not limited to, the assessment of any storm water fees. City shall not be liable for costs and expenses incurred by Oncor arising out of non-vegetation type encroachments on the Property which are not intended for use by the general public such as individual storage buildings, fences, swimming pools, etc. Oncor is not responsible for any damages to or removal of landscaping due to Oncor's patrol, maintenance or construction related activities. In the event that City fails to properly maintain the Property as provided herein, Oncor shall have the right, but not the obligation, to have such maintenance completed. Oncor will notify the City of maintenance requirements and give the City 30 days notice to address the concerns. If the City does not address the concerns within the 30 day period Oncor may have the work completed. The City agrees to reimburse Oncor an amount equal to 100% of Oncor's costs and expenses for such work. City shall pay such amount to Oncor within forty-five (45) calendar days of receipt of Oncor's invoice. Notwithstanding any of the foregoing, the parties acknowledge that City has no cleaning, maintenance or repair obligation with respect to Oncor's transmission and distribution electric line(s) and other facilities located on the Property.

14. Indemnity. To the extent allowable by law, City agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligent act or omission of City, its officers, agents, employees, or separate contractors that may arise out of or be occasioned by the use of the License and/or Property, except that the obligations provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, associates, employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas law, without however waiving any defenses or immunities available to the parties.

15. No Waiver Of Limitation Of Liability. By entering into this License Agreement, neither Oncor nor City in any manner waive any right to assert any legal defenses or immunities available to either Oncor or City, including, but not limited to, Chapters 75 and 101 of the Texas Civil Practice and Remedies Code. It is the express intention of Oncor to limit its liability for any injury, death or damage to person or property pursuant to Chapter 75.002, Texas Civil Practice and Remedies Code (Vernon's 1995).

16. Relocation Of Facilities. If, at the request of City, Oncor relocates any of its existing facilities located on the Property in order for City to accomplish its proposed use of the Property, City shall be required to reimburse Oncor for all costs and expenses associated with such relocations. However, Oncor shall not be required by this Agreement to relocate any of its existing facilities, and Oncor may withhold its agreement to do so in its absolute and sole discretion.

17. Notices. All written notices required under this License must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

**To Oncor:**

**Oncor Electric Delivery Company LLC,**  
a Delaware limited liability company  
Right of Way Office  
777 Main St., Ste 707  
Fort Worth, Texas 76102

**To City:**

**Town of Addison**  
Park and Recreation Department  
16801 Westgrove Drive  
Addison, TX 75001

18. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. This Agreement is performable in Dallas County, Texas and exclusive venue for enforcing same shall be Dallas County, Texas.

19. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the parties hereto.

EXECUTED to be effective as of the Effective Date stated above.

**CITY:**

**TOWN OF ADDISON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ONCOR:**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_  
Wilson Peppard  
Attorney-in-Fact

EXHIBIT A

#255

186726...\$2.00

THE STATE OF TEXAS |
| KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS |

That we, W. Roy Hastings and wife, Beula Mae Hastings, for
and in consideration of the sum of TWENTY-TWO THOUSAND AND NO/100
(\$22,000.00) DOLLARS to us in hand paid by Dallas Power & Light Company,
the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed,
and by these presents do Grant, Sell and Convey, unto the said Dallas Power &
Light Company, a Texas corporation, the following described property, being
a part of the Thomas L. Chenoweth Survey, Abstract No. 273, in Dallas County,
Texas, being a strip of land 100 feet in width out of a 91.109 acre tract con-
veyed by W. C. Boedeker to W. Roy Hastings, et ux, by a Special Warranty
Deed on June 29, 1955, and recorded in Volume 4295, Page 54, of the Deed
Records of Dallas County, Texas, and being more particularly described by
metes and bounds as follows:

BEGINNING at an iron pipe at the most westerly north-
west corner of said Hastings 91.109 acre tract, same
being the northeast corner of a tract of land owned by
Janie Stark;

THENCE eastward, with the most southerly north line
of said Hastings tract and the eastward projection
thereof and following the general course of a fence, pass-
ing at approximately 1735 feet the southeast corner of the
M. D. Needham property, same being an ell corner of
said Hastings tract, and continue in all a distance of
2643.2 feet to a point for corner in the center of Dooley
Road as existing 60 feet in width;

THENCE southward, with the center line of Dooley Road,
same being the east line of the Thomas L. Chenoweth
Survey and the east line of said Hastings tract, a distance
of 100 feet to a point for corner;

THENCE westward, parallel with and 100 feet from the first
described course herein, a distance of 2643.5 feet to a point
for corner in the westerly line of said Hastings tract;

THENCE northward, with the most westerly line of said
Hastings tract, same being the east line of said Janie Stark
tract, a distance of 100 feet to the place of beginning; and
containing 6.00 acres of land, exclusive of the area in
Dooley Road.

Grantors expressly reserve from this conveyance an easement,

or way, for persons and vehicles, across the land above described, as a

APPROVED - DALLAS POWER & LIGHT COMPANY
Legally and truly
W. Roy Hastings
Beula Mae Hastings
Dallas County, Texas





means of access to and from the remaining tracts owned by Grantors contiguous to the land hereby conveyed, for use by Grantors, their tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally; provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed. In the event Grantors, their heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantors, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets or alleys adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge, such additional easements and rights of way across the land hereby conveyed, for the purpose of such utilities, streets, alleys, avenues and public ways as may be reasonably required to conform to said plat of the Grantors, their heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade, or otherwise improve, such land for such utilities, streets, alleys, avenues and public ways.

This conveyance is made subject to all easements of record.

Grantors assume and agree to pay all taxes lawfully levied or assessed against the land herein conveyed for the current calendar year.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Dallas Power & Light Company, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators,

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to Warrant and Forever Defend, all and singular the said premises unto the said Dallas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands, this 22<sup>nd</sup> day of October, 1956.

W. Roy Hastings  
W. Roy Hastings  
Beula Mae Hastings  
Beula Mae Hastings

THE STATE OF TEXAS  
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. Roy Hastings and Beula Mae Hastings, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Beula Mae Hastings, wife of the said W. Roy Hastings, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Beula Mae Hastings, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22<sup>nd</sup> day of October, A. D. 1956.

Josephine Batts  
Notary Public in and for Dallas County, T e x a s.



1053  
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THE STATE OF TEXAS, } I hereby certify that this instrument was filed  
COUNTY OF DALLAS } for record, this 24 day  
of Oct A. D. 1956 at 10:53 o'clock A M., and was duly  
recorded this 29 day of Oct A. D. 1956 in Vol. 4598,  
Page 130, Deed Records of Dallas County, Texas.  
Witness my official seal and signature this 29 day of Oct A. D. 19 56  
ED. H. STEGER, County Clerk.

By [Signature], Deputy  
One True

Rev. 24.20 200

*[Handwritten signature]*  
4578  
130

127870

GENERAL WARRANTY DEED

**INDEXED**

105726

W. ROY HASTINGS, ET UX,  
TO

DALLAS POWER & LIGHT COMPANY

FILED FOR RECORD  
DALLAS CO. TEXAS

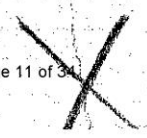
1956 OCT 24 AM 10 55

REGISTER CO. CLERK  
DEPUTY

125

FILE  
P-4450  
NUMBER

Return to: Mr. E. L. Kuykendall  
Dallas Power & Light Company  
1506 Commerce Street  
Dallas 1, Texas



## EXHIBIT B

# ONCOR HIKE AND BIKE TRAIL GUIDELINES

A SUSTAINABLE COMMUNITY PARTNERSHIP MODEL

June 1, 2014

Hike & Bike Trail Agreement

Exhibit B (Page 1 of 9)



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## Introduction

In 2011, Oncor announced it will begin to transform pathways under parts of the company's transmission rights-of-way into hike and bike trails as part of the new Oncor Texas Trails program. These trails will help create pathways that will be integral parts of the communities Oncor serves. The Oncor Texas Trails program is also a key part of Oncor's commitment to supporting health and fitness initiatives, as well as a key part of a broader Oncor initiative to align Oncor's assets with community needs.

The Oncor Texas Trails program will allow Oncor to work proactively with the communities we serve to design a template for recreational use of transmission rights-of-way, including native and low maintenance landscape designs.

Oncor hopes that the hike and bike trails will lend themselves to health and fitness oriented events such as community walks, runs, rides and other fitness activities along the trails. These types of events illustrate the importance of living a healthy lifestyle and provide an outlet to community members to practice a healthy lifestyle.

## Guiding Principles

The following guiding principles are primary factors when evaluating proposed Hike and Bike Trail plans:

- Maintaining the safety of the public and Oncor's employees and contractors;
- Promoting a sustainable community partnership model that aligns well with Oncor's philanthropic and community involvement focus on health and wellness;
- Ensuring public awareness and support for hike and bike trail projects including the adjacent landowners;
- Maintaining the reliability, security and electrical clearance requirements of Oncor's transmission and distribution lines;
- Preserving Oncor's ability to access facilities for on-going and future inspection, operations and maintenance needs;
- Ensuring the corridor is not constrained in a way to prevent meeting future grid electrical needs, system upgrades, etc.;
- Avoiding increased maintenance expense or liability for Oncor.
- Sustaining and protecting the Licensee's investment in a hike and bike trail.

## Background

Oncor's transmission line rights-of-way (ROW) primary purpose is to provide safe and reliable electric service to the public. The ROW is used by Oncor to construct, operate, and maintain transmission and in some cases distribution facilities. When possible, the use of the ROW for hike and bike trails is a great way for Oncor to partner with cities in our service area. The width of a transmission line ROW depends on the voltage of the line and the height of the structures, but can be 70 to 160 feet wide or more depending on the type of facilities and their location on the ROW.

Transmission lines transfer electricity from generating stations to substations. From these substations, the electricity is distributed to individual homes and communities through distribution lines typically supported by wood poles called distribution poles. These distribution lines and poles are smaller in size, carry a smaller amount of electricity, and are spaced closer together as compared to transmission lines and structures.

Since overhead electric lines are un-insulated, the design of these lines requires that minimum clearances be maintained for safety and reliability. Trees and other plant materials can cause interruptions to electric service if they grow into or fall upon the overhead electric lines. Since 1996, tree and power line conflicts have been implicated as the cause of three large-scale electric grid failures in the US and Canada, including the massive August 14, 2003 blackout that affected 50 million people. As a result, the industry practice of tree clearing both within and along the edge of ROW has become more stringent.

The development of Hike and Bike Trails and Landscaping Enhancements must be carefully planned and these guidelines have been developed to ensure a sustainable community partnership where transmission line ROW remains in compliance with all clearances, safety regulations, and good engineering practices that pertain to existing and future electric transmission and distribution facilities.

## Application/ Process

Each transmission right of way is unique and as such, Oncor reviews each project for approval. These Guidelines and Landscaping Templates are provided as information to minimize misunderstanding and ensure that improvements that are proposed by a community will be possible.

Before developing details plans for a Hike and Bike Trail on Oncor property, the entire proposed scope of the Hike and Bike Trail (including those portions of the proposed trail not impacting Oncor's property) should be submitted to Oncor for review. This preliminary review process is intended to provide project feasibility feedback to the potential Licensee regarding the use of Oncor's property for Hike and Bike Trail purposes before the Licensee makes significant financial investments and plans.



The Hike and Bike Trail project plan documentation requirements are as follows:

- Submit a set of preliminary, scalable plans showing the property lines, transmission and distribution structures, existing facilities (roads, telecom, etc.) and proposed trail location.
- Indicate all proposed grading / elevation modifications.
- Utility access route to be shown on plans.
- If possible, discuss future desired trail improvements if not part of the original plans.

Hike and Bike Trails License Agreements are for use with city or county governments. Oncor will not license a hike and bike trail to other entities such as homeowner's associations.

Hike and Bike Trails are intended for application on typical 138,000 volt or 69,000 volt ROW owned by Oncor. Oncor will review proposed trail locations for appropriate application in the event the property configuration or facility limitations cannot accommodate a Hike and Bike Trail.

The Licensee must conduct an open meeting for all adjacent property owners and the public before the start of a hike and bike trail project to ensure public awareness and support.

Oncor reserves the right to approve or deny Hike and Bike Trails and the trail design or landscaping in certain areas and situations consistent with the Guiding Principles.

## **Hike and Bike Trail Features**

It is important for Oncor to be provided the full scope of a community's proposal for the success of the project and to protect the city's investment in the trail. Following are specific requirements:

### Trail Design Requirements

- One side of the transmission line ROW must remain open throughout the trail to allow Oncor access for maintenance and operations. Typically a minimum of 15 feet is required for vehicular access.
- The maximum concrete trail width is 12 FT.
- Divided concrete trails are not allowed.
- Bollards will typically be required at road crossings.
- Trail construction will minimize changes to the existing grade, elevation, and contours within the ROW.
- Written consent is required from Oncor, prior to any excavation or trenching within the ROW.
- Minor changes will be permitted to comply with American with Disabilities Act.

### Amenities

The following commonly requested hike and bike trail amenities are generally acceptable with some restrictions:

- Crossing Metal Fences - maximum height 8 feet, crossing angle at 45 to 90 degrees to the centerline of the ROW.
- Trash Receptacles - at road/street crossings.
- Trail Identification Signage - non-conductive materials only, trail name identification at the road/street crossing, maximum height 6 feet.
- Mile Marker Signage - non-conductive materials only, recommended one per mile, edge of ROW, maximum height 6 feet.
- Rest Areas - located adjacent to publically available road/street access.
- Pedestrian Benches - maximum length 6 feet, located adjacent to publically available road/street access.
- Shade Features – typically located within rest areas, non-conductive, non-climbable, work closely with Oncor on height and ROW location to ensure electrical clearances are met.
- Low Water Crossings - permitted with minimum grade/elevation change.
- Decorative Walls – incorporated within landscaping features, maximum height 5 feet.
- Sprinklers – low pressure drip irrigation only and in areas of approved landscaping vegetation only.
- Portable Restrooms – temporary ONLY for events and construction.

### Restrictions

Consistent with the Guiding Principles, the following improvements are typically not compatible with transmission ROW, but can be incorporated into the overall hike and bike trail design outside the transmission ROW and not on Oncor property:

- Structures (e.g. pavilions, cabanas, playground equipment, storage buildings, etc.)
- Longitudinal Fences (conductive or non-conductive)
- Electrical lighting or wiring
- Dumpsters
- Parking Lots
- Ponds
- Bridges

## Landscaping Requirements

Vegetation density and height are critical issues affecting the safe and reliable operation of Oncor transmission lines. Landscaping requirements attempt to provide basic guidelines for a space that allows compatible use of vegetation and visually attractive landscaping features with the use of Oncor's electric facilities in accordance with the Guiding Principles.

Before any new transmission line ROW landscaping plan for a Hike and Bike Trail or Landscaping Enhancement is approved, Oncor will work with the licensee to identify all existing vegetation incompatible with these Landscape Requirements and determine the plan for removal. Once a new landscaping design is approved by Oncor, the improvements may be installed and are maintained by the Licensee.

The license agreement for the hike and bike trail requires the Licensee maintain the entire length and width of the transmission line ROW covered under the license agreement - not just the areas within and immediately adjacent to the trail.

### Visual Interest Features

Features that promote visual interest such as vegetation, rocks, planting beds, berms, etc. are often desirable features in a landscape plan. Oncor will review and if appropriate approve these features for potential clearance and access issues, consistent with the Guiding Principles.

For the purposes of landscape design requirements, a Landscape Template is provided to communicate where visual interest features are generally acceptable and offer the least interference with ROW access and clearance with electric facilities. The template describes three general zones:

- Structure Zone – includes a 25 foot space surrounding a transmission structure. Typically turf only.
- Sag Zone – includes the middle 40% of the ROW between transmission structures and 10 feet outside the outermost overhead transmission conductor. Grass type plantings only. Visual interest features and other amenities are typically incompatible.
- Visual Interest Zone – features might include approved vegetation, rocks, planting beds, berms and amenities. Typically limited to 5 foot in height.

Other utility facilities within the transmission ROW such distribution lines / poles, substations, utility boxes may exist. Areas within 25' of these facilities should be turf only.

The density of vegetation (all types) for all zones should not exceed 25% of the total space available by landscape area per span. There should be no plantings, stands, or beds that cover the entire length or width of any zone so as to form a barrier to visibility or travel by foot or by vehicle from one Zone to the next or one span to the next.

Adequate breaks or spacing between beds or stands should exist to provide for foot and vehicle travel through these Zones.

Following are the minimum spacing requirements for certain types of plant material:

Shrubs-Minimum 15 ft spacing outside of planting beds  
Ground cover/Flowers/Bunch Grass – typically limited to planting beds

#### Grade

The existing ROW should be sufficiently graded to provide good drainage and avoid standing water. Care should be taken during trail construction to avoid any changes in the grade within the transmission line ROW, thus preventing any drainage issues or concerns from adjacent landowners.

#### Plant Materials and Landscape Layout

All plant material that will be installed will be noted on the trail landscaping plans at the exact location where it will be planted. The specific species and variety of all plant material must be listed on the plans.

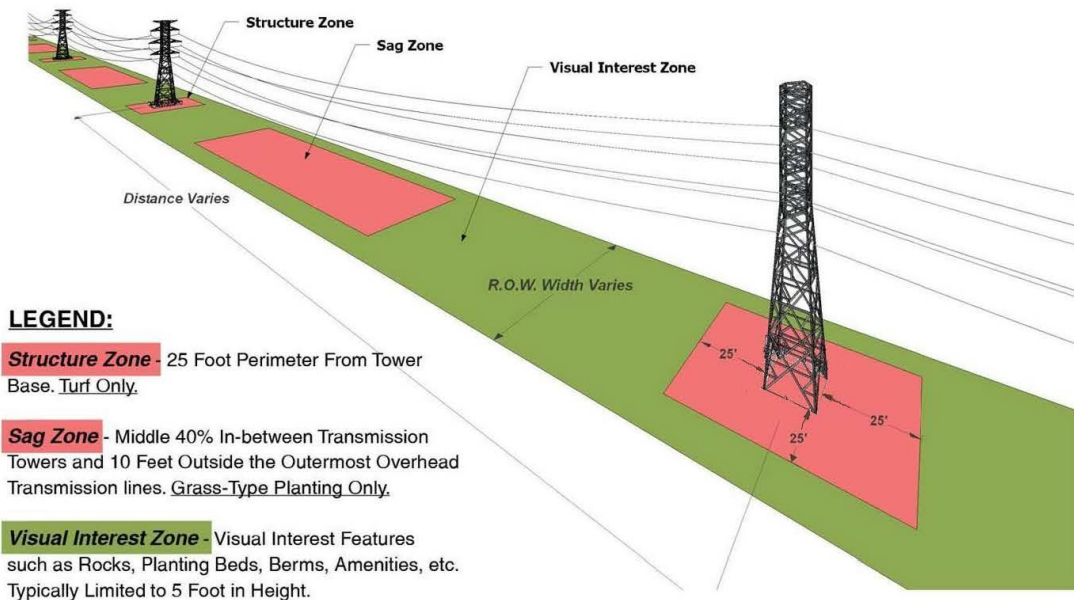
The following Recommended Plant Material List is intended as a guide and does not guarantee that the plants listed will not exceed the maximum height under certain conditions. Licensee will be responsible ensuring that the maximum allowable height of plant material is not exceeded at any time. If, upon inspection by an Oncor representative, plant material is found that exceeds the maximum height allowed for the Zone where it is planted, Oncor representatives will mark (Tag) the plant material for removal by Licensee. Replacement of the plant material will be at the sole cost of the Licensee. If Licensee fails to remove the plant material that has been tagged by Oncor as non-compliant, Oncor reserves the right to remove the plant material and Oncor's discretion after 30 days written notice to Licensee.

Vegetation height at maturity must not exceed 5 feet. The following list of ornamental plants generally meets these requirements. No trees will be approved as part of a landscape design on transmission ROW. Other plants may be submitted for review on a case-by-case basis.

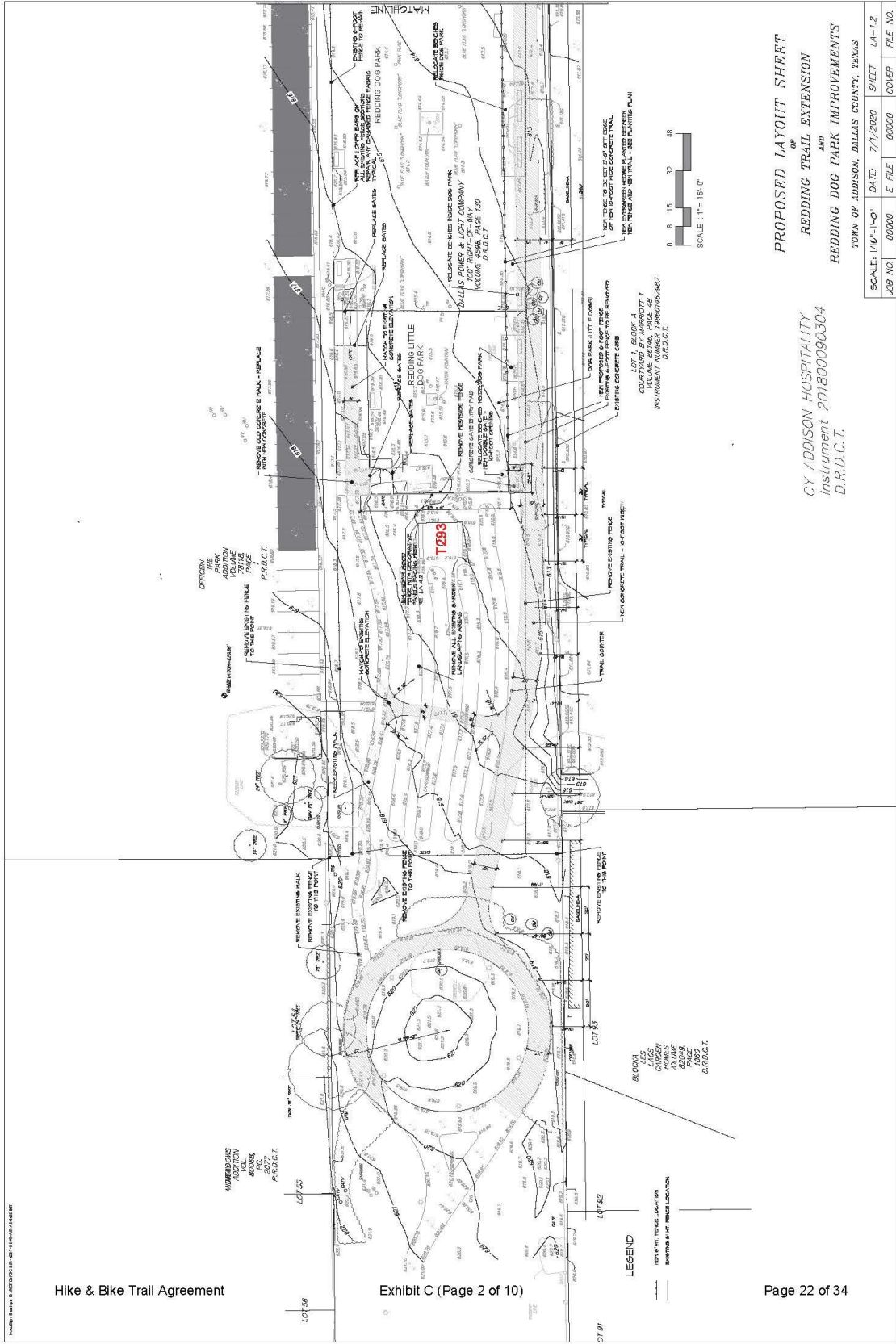
**Recommended Plant Material List**

Common Name	Plant Species	Common Name	Plant Species
American Beautyberry-	<i>Callicarpa americana</i>	Apache Plume	<i>Fallugia paradoxa</i>
Bat Face Cuphea	<i>Cuphea ilavea</i>	Bridal Wreath Spirea	<i>Spiraea cantoniensis</i>
Bridal Wreath Pirea	<i>Pirea patens</i>	Butterflybush (blackbush)	<i>Buddleia cacidii var black Knight/Bonnie</i>
Coralberry	<i>Symphoricarpos orbiculatus</i>	Cliff Spirea	<i>Holodiscus dumosus</i>
Creosotebush	<i>Larrea tridentate</i>	Fern Acacia	<i>Acacia angustissima</i>
Firebush	<i>Hamelia patens</i>	Flame of the Woods	<i>Ixora coccinea</i>
Golden Currant	<i>Ribes aureum</i>	Oak leaf Hydrangea	<i>Hydrangea quercifolia</i>
Primrose Jasmine	<i>Jasminum mesnyi</i>	Rabbitbrush	<i>Chysothamnus nauseosus</i>
Rockspray Cotoneaster	<i>Cotoneaster horizontalis</i>	Shrubby Cinquefoil	<i>Potentilla jruiticos</i>
Texas Sage	<i>Leucophyllum virginicus</i>	Three Leaf Sumac	<i>Rhus trilonata</i>
Winter Honeysuckle Bush	<i>Lonicera jragrantissima</i>	Yellow Bird of Paradise	<i>Caesalpinia gilliesii</i>

**Landscape Layout Template**







Hike & Bike Trail Agreement

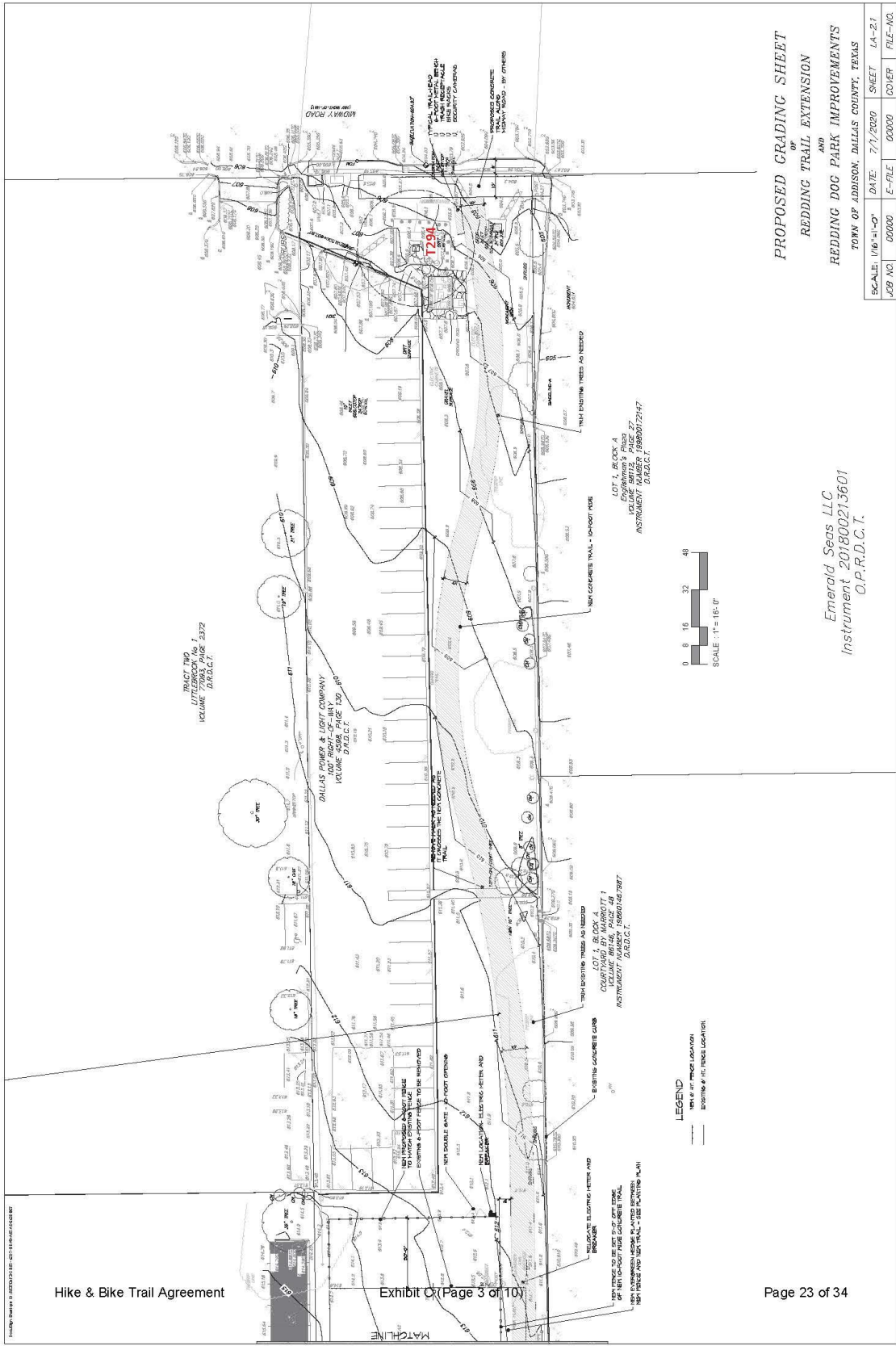
Exhibit C (Page 2 of 10)

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PROPOSED LAYOUT SHEET  
 OF  
 REDDING TRAIL EXTENSION  
 AND  
 REDDING DOG PARK IMPROVEMENTS

CY ADDISON HOSPITALITY  
 Instrument 201800090304  
 D.R.D.C.T.

TOWN OF ADDISON, DALLAS COUNTY, TEXAS  
 SCALE: 1/16"=1'-0" DATE: 7/1/2020 SHEET: LA-1.2  
 JOB NO: 00000 E-FILE: 00000 COVER: FILE-NO:



Hike & Bike Trail Agreement

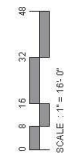
Exhibit C (Page 3 of 10)

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**PROPOSED GRADING SHEET**  
**OF**  
**REDDING TRAIL EXTENSION**  
**AND**  
**REDDING DOG PARK IMPROVEMENTS**  
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS

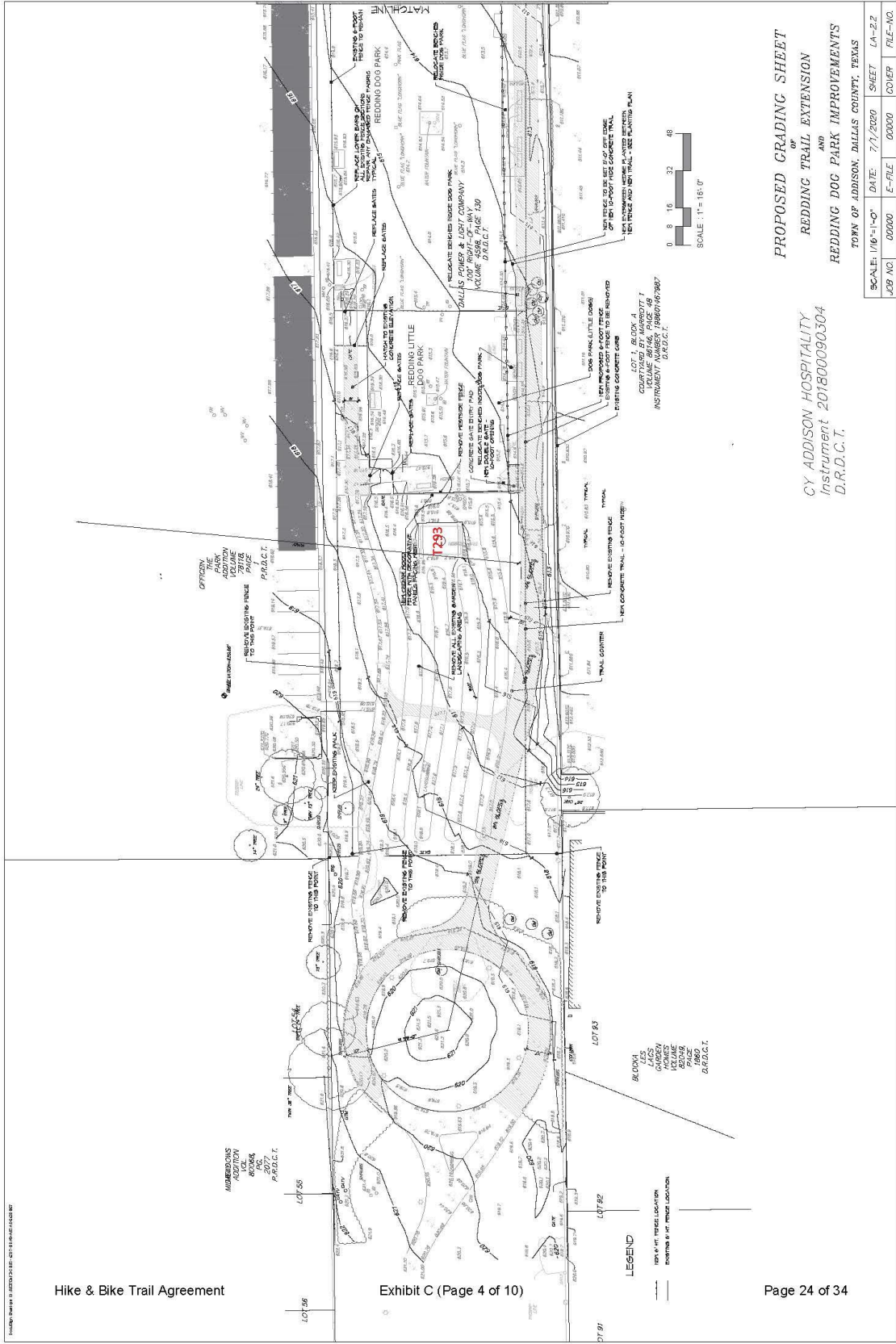
*Emerald Seas LLC*  
*Instrument 201800213601*  
*O.P.R.D.C.T.*

JOB NO.	00000	E-FILE	00000	CD/EP	LA-21
SCALE:	1/8"=1'-0"	DATE:	7/1/2020	SHEET	LA-21



**LEGEND**  
 --- NEW #4 IR PILING LOCATION  
 --- EXISTING #4 IR PILING LOCATION





Hike & Bike Trail Agreement

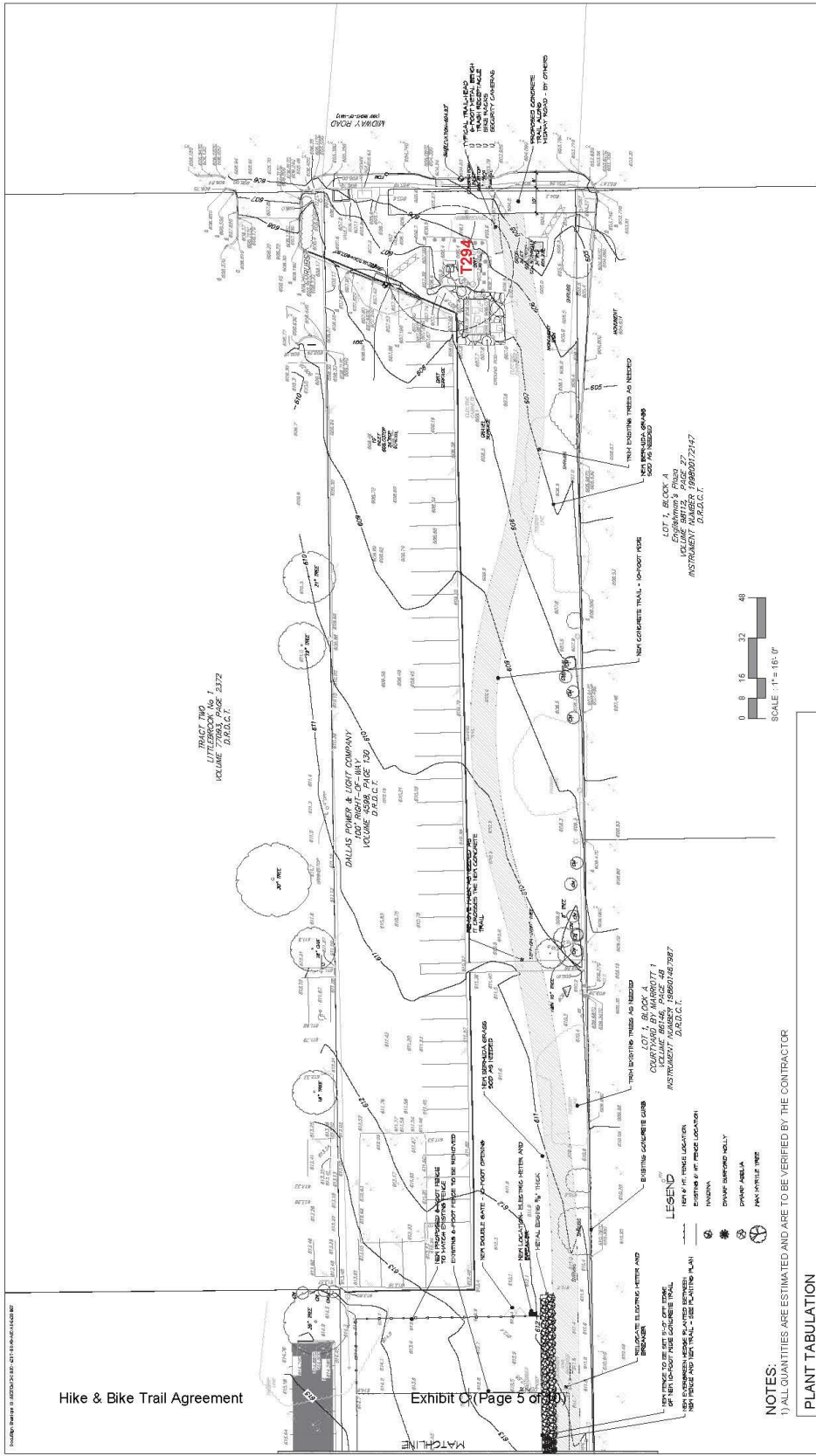
Exhibit C (Page 4 of 10)

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PROPOSED GRADING SHEET  
 OF  
 REDDING TRAIL EXTENSION  
 AND  
 REDDING DOG PARK IMPROVEMENTS

CY ADDISON HOSPITALITY  
 Instrument 201800090304  
 D.R.D.C.T.

SCALE: 1/16"=1'-0"	DATE: 7/1/2020	SHEET: LA-2.2
JOB NO: 00000	E-FILE: 00000	OWNER: FILE-NO.



**PROPOSED PLANTING SHEET**  
**OF**  
**REDDING TRAIL EXTENSION**  
**AND**  
**REDDING DOG PARK IMPROVEMENTS**

Emerald Seas LLC  
 Instrument 201800213601  
 O.P.R.D.C.T.

TOWN OF ADDISON, DALLAS COUNTY, TEXAS	DATE: 7/1/2020	SHEET	LA-37
JOB NO: 00000	E-FILE: 00000	CD/EP: 00000	FILE-NO:

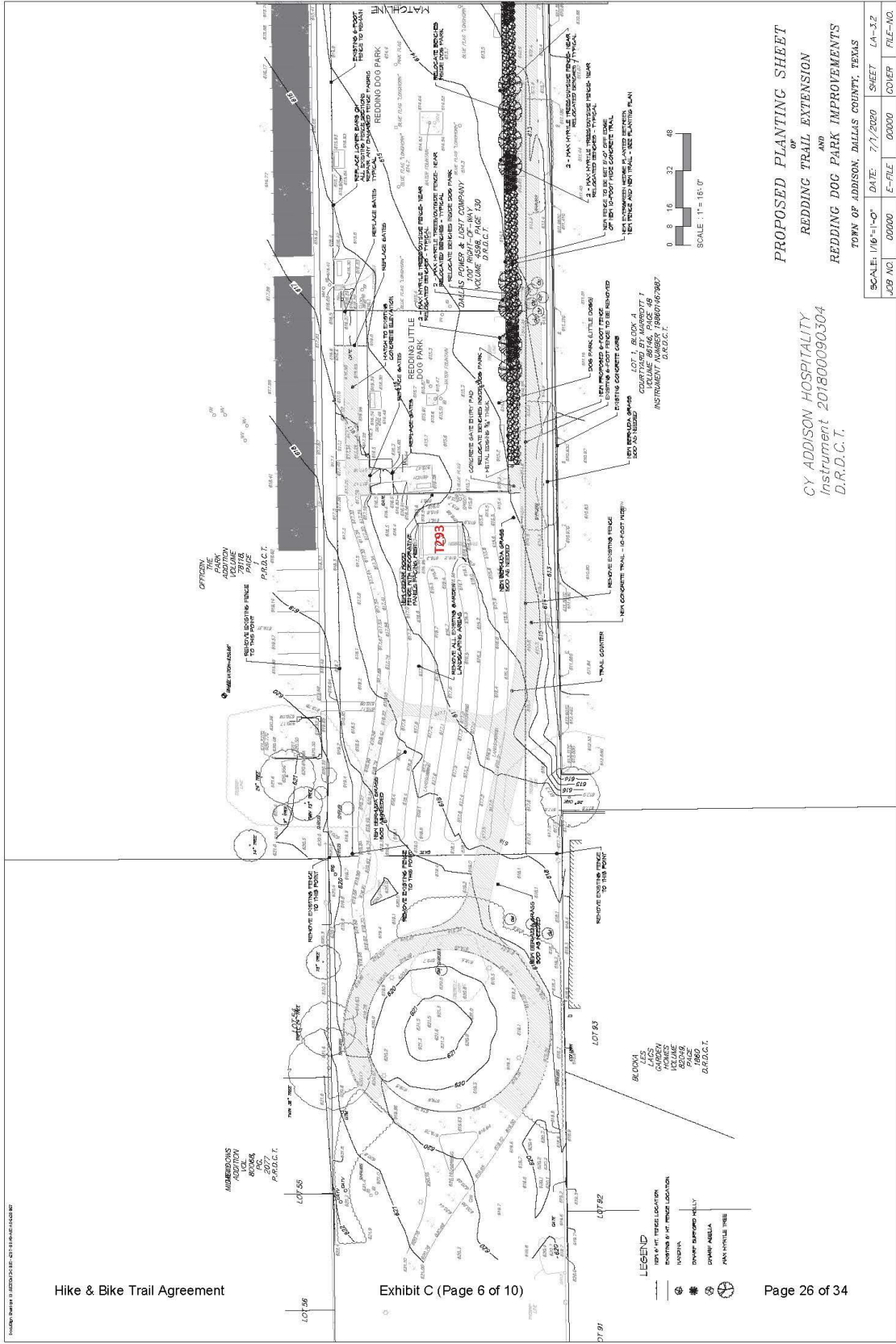
QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
18	WAX MYRTLE	Myrica cerifera	65 GAL	FULL - MULTI-TRUNK (3 CANE MIN.)
6	DWARF BURFORD HOLLY	Ilex cornuta burfordii 'Pygmy'	5 GAL	FULL - SPACING @ 36" OC
25	DWARF LABELLA	Andros x grandiflora Stueweodii	5 GAL	FULL - SPACING @ 36" OC
10	MANDINA HEAVENLY BAMBOO	Nandina domestica Heavenly Bamboo	5 GAL	FULL - SPACING @ 36" OC

**NOTES:**  
 1) ALL QUANTITIES ARE ESTIMATED AND ARE TO BE VERIFIED BY THE CONTRACTOR

**LEGEND**  
 (Symbol) 10' SPACING @ 36" OC  
 (Symbol) 5' SPACING @ 36" OC  
 (Symbol) 10' SPACING @ 36" OC  
 (Symbol) 5' SPACING @ 36" OC  
 (Symbol) 10' SPACING @ 36" OC  
 (Symbol) 5' SPACING @ 36" OC

Hike & Bike Trail Agreement

Exhibit C (Page 5 of 10)



Hike & Bike Trail Agreement

Exhibit C (Page 6 of 10)

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PROPOSED PLANTING SHEET  
 OF  
 REDDING TRAIL EXTENSION  
 AND  
 REDDING DOG PARK IMPROVEMENTS  
 CY ADDISON HOSPITALITY  
 Instrument 201800090304  
 D.R.D.C.T.

SCALE: 1/16"=1'-0"	DATE: 7/1/2020	SHEET: LA-32
JOB NO: 00000	E-FILE: 00000	OWNER: TOWN OF ADDISON, DALLAS COUNTY, TEXAS
		FILE-NO: 00000









## EXHIBIT D

### CONSTRUCTION LIMITATIONS ON ONCOR ELECTRIC DELIVERY COMPANY RIGHT OF WAY

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.
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 tower.
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.
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)750-5303.
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. §§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 will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, 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. 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 foot thick by one foot wide, if pipe is wider than one foot, then width of pipe, with the top of the concrete barrier to be at least one 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 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 10 foot clearance between the pipeline and the underground electric facilities.