

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement in Williamson County, Texas, which are recorded in Instrument No. 2009042108, of the Deed Records of Williamson County, Texas ("**Easement**"); and

WHEREAS, **WILLIAMSON COUNTY, TEXAS ("User")**, desires permission to construct, operate and maintain access to new roadway ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. User 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 Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User's construction thereon or in proximity thereto, subject to continued operation and maintenance of the Encroaching Facility.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements other than as shown in the attached Encroaching Facility plans, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers, if applicable), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User's Encroaching Facility.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** To the extent allowed by law, User 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, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or 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, including claims based on strict liability, arising out of or in connection with User's actions or omissions or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors or the actions or omissions of any other person entering onto the Easement Area or the Encroaching Facility, **including the negligent actions or omissions of Oncor**, when such actions or omissions directly relate to User's use of the Easement Area.

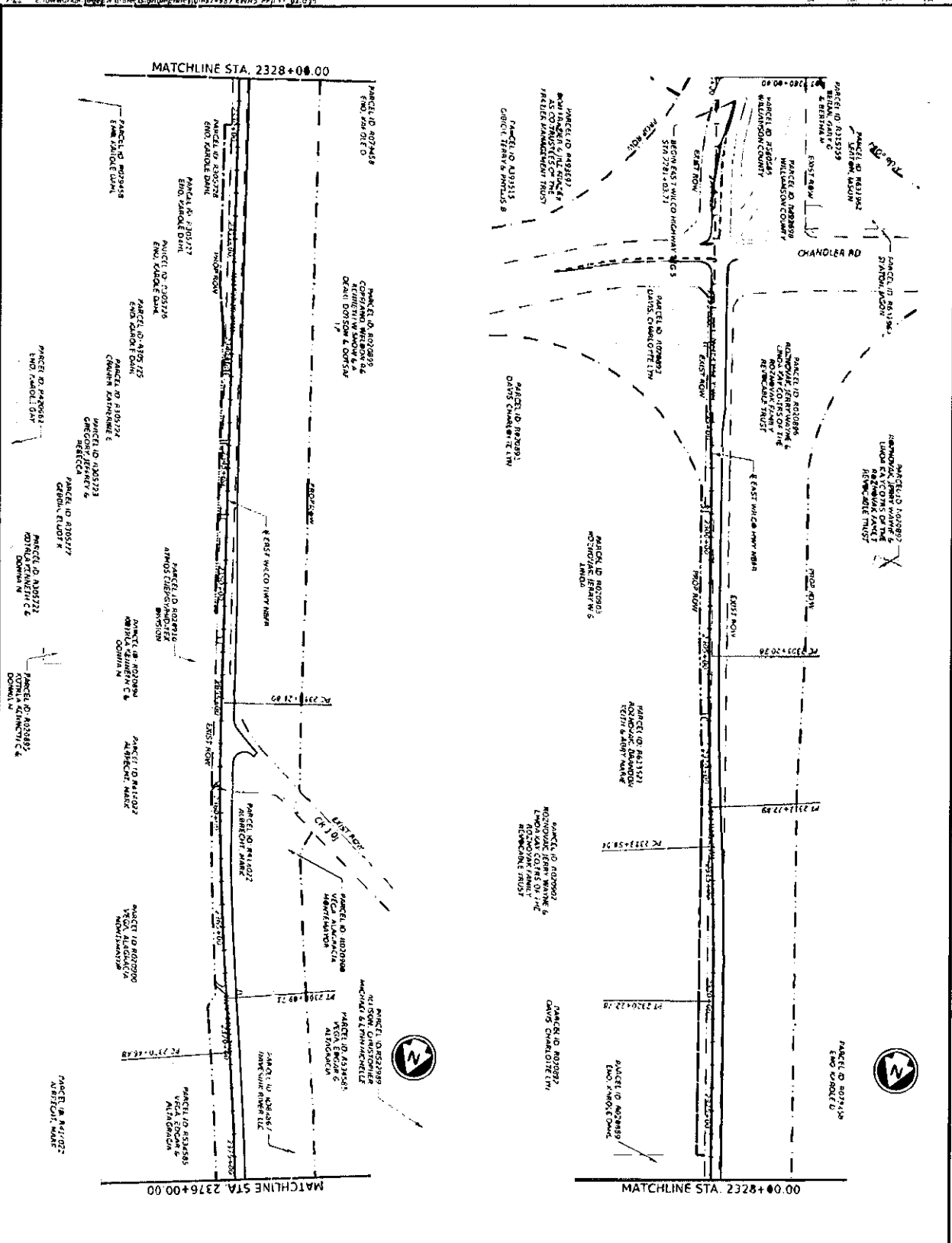
6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or 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. User must notify the **Region Transmission Office at (254)434-3336**, 48 hours prior to the beginning of any work on the Easement Area.

7. **Removal by Oncor.** If at any time in the future, the Encroaching Facility, in the sole judgment of Oncor, interferes with Oncor's use or enjoyment of its easement rights, Oncor shall have the right to request the impairment, reconstruction or modification of said Encroaching Facility by User to reasonably accommodate Oncor's easement rights. Oncor shall notify User in writing of the particular interference and that within 90 days the Encroaching Facility must be impaired, reconstructed or modified at User's sole cost. If at the end of the 90 day period the Encroaching Facility has not been impaired, reconstructed, or modified, Oncor may impair, reconstruct, or modify it, at User's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such impairment, reconstruction, or modification, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. However, Oncor agrees to use good utility practices to avoid or minimize disruptions to the Encroaching Facility by the traveling public. In an emergency, Oncor shall have the right to immediately impair or temporarily remove or modify the Encroaching Facility. If the Encroaching Facility is removed, Oncor will not unreasonably withhold consent for User to reconstruct or relocate the Encroaching Facility within the Easement Area to an approved location.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

EXHIBIT "A"

DATE: 1/27/2014 3:51:28 PM
 FILE: C:\pwworkspace\10666\project\10666\10666.dwg



PRELIMINARY

THIS DOCUMENT IS SUBJECT TO THE
 APPROVAL BY THE NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 NO. 141336

ON: 04/28/2014

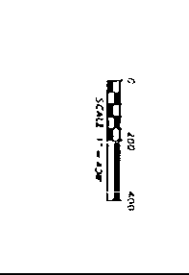
IT IS NOT TO BE USED FOR CONSTRUCTION

WILCO

EAST WILCO HWY SEGGS

PROJECT LAYOUT

DATE: 1/27/2014	SCALE: 1" = 400'
BY: [Signature]	PROJECT: 10666
CHECKED: [Signature]	DATE: 1/27/2014
DATE: 1/27/2014	SCALE: 1" = 400'



LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

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 Oncor transmission structure (tower, pole, guy wire, etc...) other than as shown in the plans for the Encroaching Facility, if any.
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 other than as shown in the plans for the Encroaching Facility, if any.
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)434-3336.
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 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 other than as shown in the plans for the Encroaching Facility, if any.
26. No boring pits or other type of pits will be permitted within the right-of-way.