

Return to:
Oncor Electric Delivery Company
Right of Way Department
Attn: Sharon Johnson
115 W. 7th Street, Suite 200
Fort Worth, Texas 76102



20120725000899630

07/25/2012 09:11:24 AM EM 1/11

**District: McKinney
Platted Easement
Billingsley Office Building Addition
Lot 6, Block A, Collin County, Texas**

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC**, a Delaware limited liability company ("**ONCOR**") is the owner of certain easement rights located across a 12.14 acre tract of land located within the Billingsley Office Building Addition, an addition to the City of Plano, Collin County, Texas as recorded in the Collin County Deed Records in Volume 2008, Page 706, ("**Easement**");

WHEREAS, **Trammel Crow Company #43, LTD and Crow Billingsley Luna Road LTD**, each a Texas limited partnership ("**User**") desires permission to install Covered Parking Shelter Improvements ("**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 as described and shown on the attached drawing, marked **Exhibit "A"**, and incorporated herein. User may not make additions to or relocate the Encroaching Facility within the Easement Area without the consent and approval of **ONCOR**.

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.

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, 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 and in writing by **ONCOR**.

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.** 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 relate to User's use of the Easement Area.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment, ditching and/or digging 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 any ONCOR overhead power lines situated on the aforesaid property. User must notify the **McKinney Operations Manager at (972) 648-6301** 48 hours prior to beginning of any work on the Easement Area.

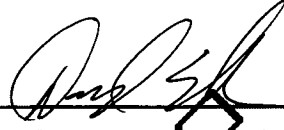
7. **Removal by ONCOR.** If at any time in the future, the Encroaching Facility, in the sole judgment of ONCOR, interferes with ONCOR's use or enjoyment of its easement rights, ONCOR shall have the right to remove said Encroaching Facility. ONCOR shall notify User in writing that within 90 days the Encroaching Facility must be removed at User's sole cost and expense. If at the end of the 90 day period the Encroaching Facility has not been removed, ONCOR may remove it, at User's expense. ONCOR will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. However, in an emergency, ONCOR shall have the right to immediately remove the Encroaching Facility. If the Encroaching Facility is removed, ONCOR will not unreasonably withhold consent for User to relocate the Encroaching Facility within the Easement Area.

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.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by ONCOR under its Easement.

APPROVAL:

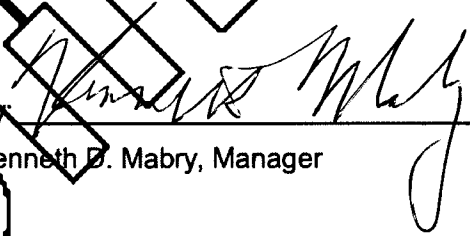
**Oncor Electric Delivery Company LLC,
a Delaware limited liability company**

By: 
Daryl Elk, Operations Supervisor

ACCEPTANCE:

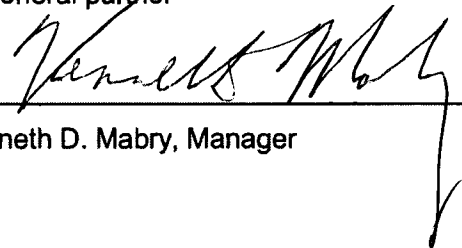
**Trammel Crow Company #43, LTD., a
Texas limited partnership**

By: Henry GP, LLC, a Texas limited liability company,
its general partner

By:  cd
Kenneth D. Mabry, Manager

**Crow Billingsley Luna Road, LTD., a
Texas limited partnership**

By: Henry GP, LLC, a Texas limited liability company,
its general partner

By:  cd
Kenneth D. Mabry, Manager

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth D. Mabry**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **Henry GP, LLC, a Texas limited liability company, in its capacity as general partner for Trammel Crow Company #43, LTD., a Texas limited partnership**, as the Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December, A.D. 2011.



Laura Estes
Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared **Kenneth D. Mabry**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **Henry GP, LLC, a Texas limited liability company, in its capacity as general partner for Crow Billingsley Luna Road, LTD., a Texas limited partnership**, as the Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of December, A.D. 2011.



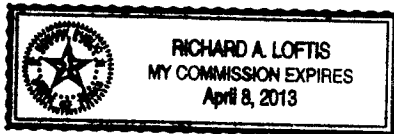
Laura Estes
Notary Public in and for the State of Texas


STATE OF TEXAS
COUNTY OF COLLIN

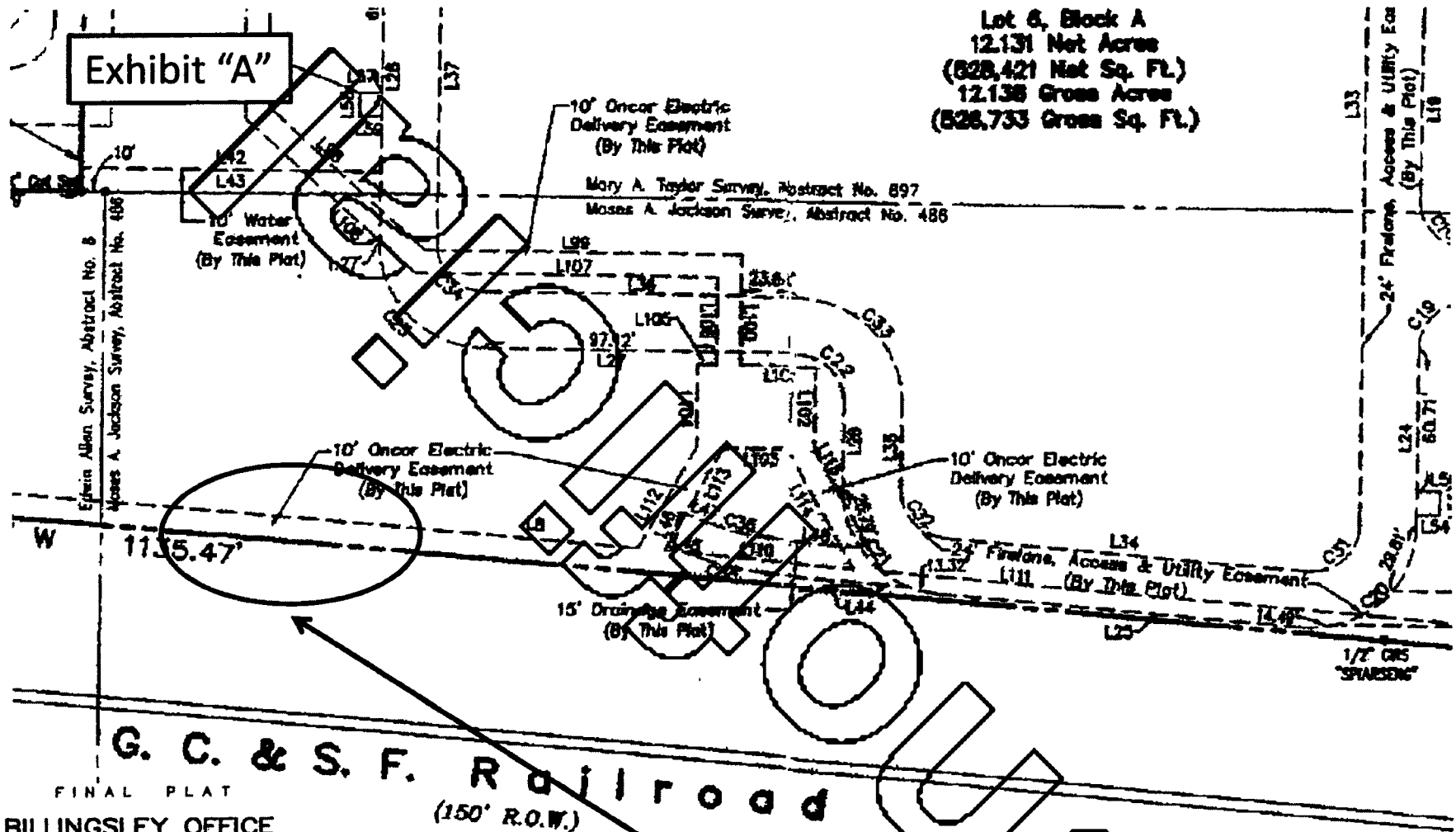
§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared **Daryl Elk**,
Operation Supervisor 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 as the act and deed of Oncor Electric Delivery Company LLC, and for the purposes and
consideration therein expressed and in the capacity therein stated, and that he was authorized to do
so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of
December, A.D.2011.



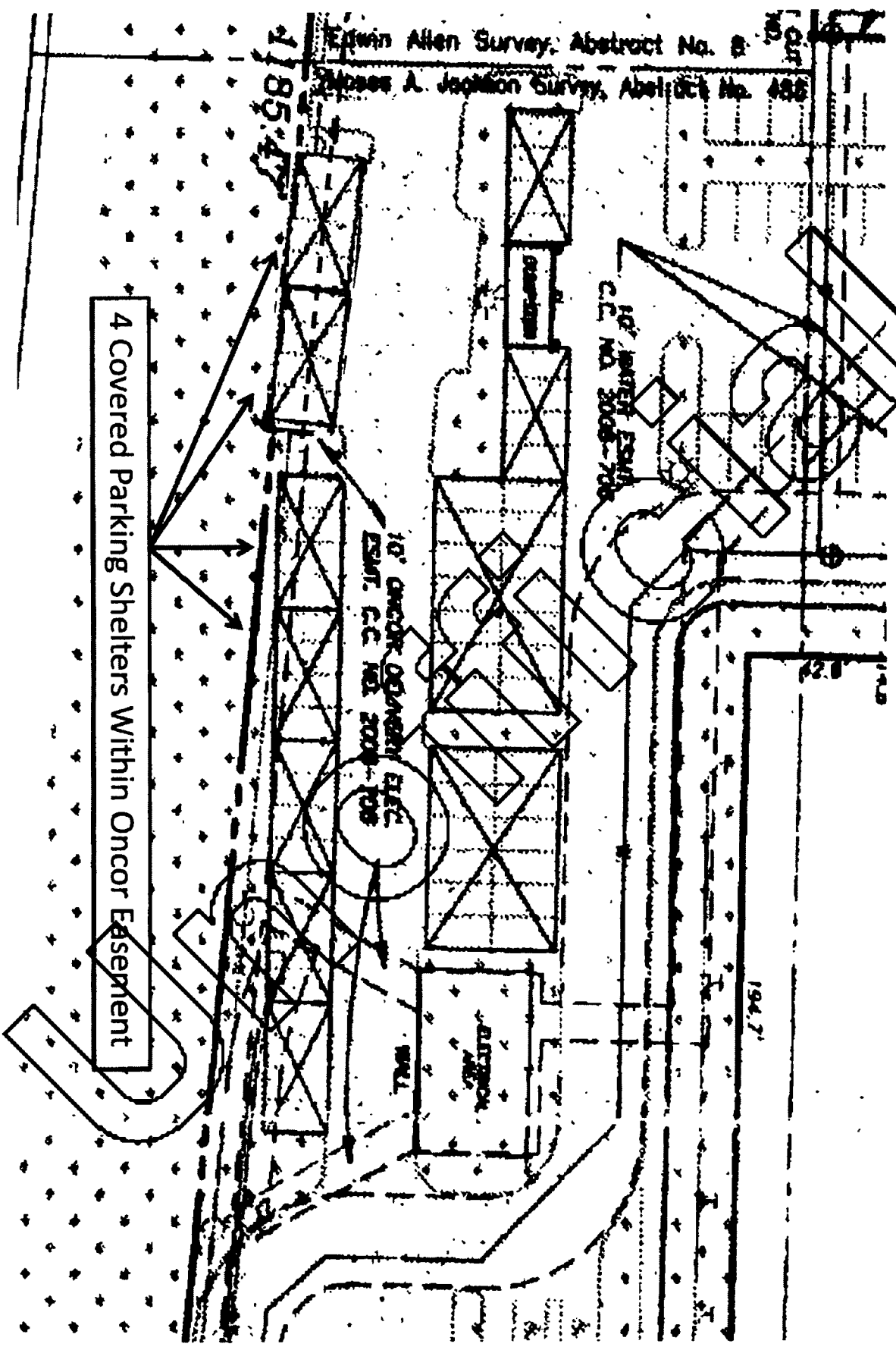

Notary Public in and for the State of Texas



Engineer/Surveyor
 Spira Engineering, Inc.
 730 E. Park Blvd., Suite 210
 Plano, Texas 75074
 Telephone (972) 422-0077
 Contact: John Spira

Owner
 CB Parkway Business Center XV, LLC
 4100 International Pkwy., Suite 1100
 Carrollton, Texas 75007
 Telephone (972) 820-2200
 Contact: Joel Overton

Exhibit "A"



BUILDING CODE	IBC 2009
LINE LOADS	6 PSF
SNOW LOAD	5 PSF
WIND LOADS	60 MPH (10-sec. Gust)

STRUCTURAL STEEL

1. ALL GALVANIZED STEEL, THIN PRODUCTS ARE MANUFACTURED PER ASTM A 1009 TYPE 35 CHEMICAL PROPERTIES & ACTIVELY FORM GALVANIZED THIN PRODUCTS.
TIME 63.50 (GRADE 5)
TIME 69.00 (GRADE 4)
43,000 PSI YIELD/60,000 PSI TENSILE
2. ALL STRUCTURAL SHAPES SHALL BE COIL FORMED A55 ASTM A50 GRADE C, UNLESS OTHERWISE NOTED.
TYPICAL MECHANICAL PROPERTIES FOR A55 PRODUCTS:
YIELD 60.0 ± 6.00 ± 0.275
90,000 PSI YIELD STEELS / 62,000 PSI TENSILE & STRENGTH

2. ALL NON HOLLOW STRUCTURAL STEEL SHAPES SHALL COAT WITH ASTM A-63 UNLESS OTHERWISE SPECIFIED.
3. ALL HOLLOW STRUCTURAL STEEL SHAPES SHALL BE GALVANOFORMED WITH ASTM A-653 TYPE 55 OR EQUIVALENT GALVANNEAL COATING.
4. ALL PLASTER PRODUCTS SHALL COMPLY WITH ASTM A-637 GRADE 40.
5. ALL STEEL TUBING SHALL BE THIN WALL FOR STREET PROTECTION USING THE NAME ELECTROLUX AND COAT PLASTER TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT.
6. STRUCTURAL STEEL SHALL BE DETAILLED FABRICATED AND ERRECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.

8. ALL SHOP WELDS SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY (AWS) D1.1 SPECIFICATION. ALL WELDS SHALL BE CONTINUOUS WHETHER LENGTH IS NOT OVER 18 INCHES. ALL SHOP WELDS SHALL BE MADE USING THE FOLLOWING WELDING PROCESSES:
- a. ALL SHOP WELDS SHALL BE MADE USING THE FOLLOWING WELDING PROCESSES:
 - b. ALL SHOP WELDS SHALL BE MADE USING THE FOLLOWING WELDING PROCESSES:
 - c. ALL SHOP WELDS SHALL BE MADE USING THE FOLLOWING WELDING PROCESSES:
9. 8-INCH CONNECTIONS SHALL BE WELDED UNLESS NOTED OTHERWISE. FIELD CONNECTIONS SHALL BE AS NOTED ON THE DRAWINGS OR INDICATED. ALL FIELD WELDS SHALL BE A MINIMUM OF 3/16 INCHES.
10. ALL WELDS SHALL BE MADE USING THE FOLLOWING WELDING PROCESSES:

2. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH AISC 308 GRADE 8 OR ASTM A554 GRADE 80. ALL NUTS SHALL COMPLY WITH ASTM A563 GRADE 8.
3. ALL STAINLESS STEEL BOLTS SHALL COMPLY WITH ASTM F 593, ALLOW GROUP 1 OR 2. ALL NUTS SHALL COMPLY WITH ASTM F 594, ALLOW GROUP 1 OR 2.

10. ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT 2.5 TO 3.5 MILS THICK (MIN). THIS COAT IS A WEATHER RESISTANT POWDER COATING BASED ON POLYESTER FOR UNPAINTED SURFACES AND STEELING WILLIAMS COAT FOR PAINTED SURFACES. THE COAT SHALL BE APPLIED TO ALL EXPOSED STEEL SURFACES AND SHALL BE APPLIED TO ALL STEEL CONTACT. TO ACHIEVE OPTIMAL ADHESION, IT IS RECOMMENDED THAT THE PROPER TREATMENT AND DRYING TIME PLACE BEFORE COATING POLYESTER POWDER (TDS) SPECIFICATIONS SHALL BE AS FOLLOWS:
 - PENDING HARDENERS (ASTM D-3305)
 - HUMIDITY (ASTM D-771)
 - SOLVENT RESISTANCE (METHOOD)- 50 OIL, RUBB, & SOFTEN.

CLOTH SPECIFICATION

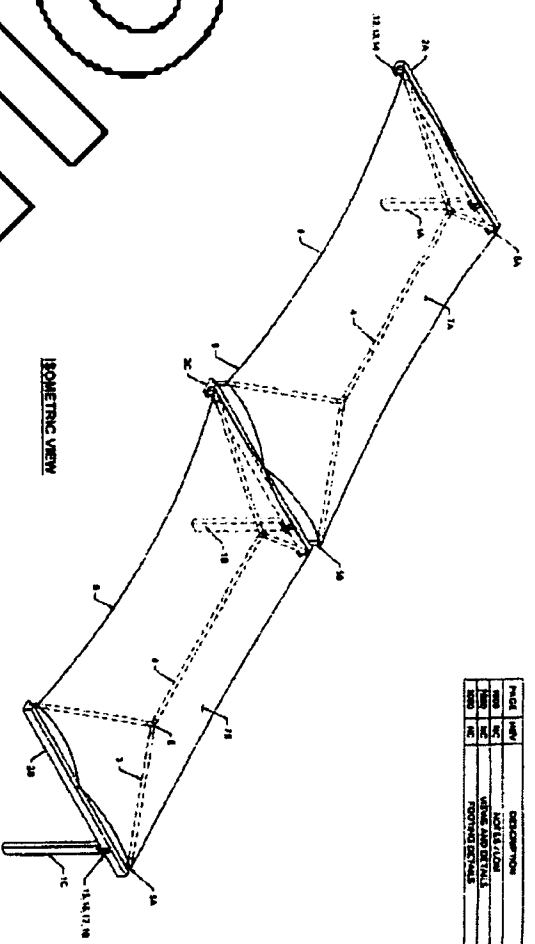
1. FACING SHALL BE A HIGH DENSITY POLYETHYLENE WITH ULTRA VIOLET ADDITIVES, WITH MONOCRYSTALLINE AND TAPE CONSTRUCTION GIVING A STABLE MATERIAL, AND RACHET NOTTED TO ENSURE MATERIAL WILL NOT UNRAVELE IF DIRT.

- | | |
|----------------------------------|---|
| 2. PLASTIC SPECIFICATIONS | SOLID COLOR |
| TEAR STRENGTH | WARP 7500Z/18 |
| - BURST STRENGTH | WARP 462.87/18 |
| - TACKING | 31708 PBA |
| - LIFE EXPECTANCY | 20 YEARS AFTER 5 YEARS |
| 3. FIRE TEST ON FABRIC: NFPA 701 | 160T 3 AND 5A1E 8 |
| | A MINIMUM OF 5 YEARS CONTINUOUS EXPOSURE TO THE SUN |
| | STRENGTH LOSS |
| | WARP 1620Z/18 |
| | WARP 401.24/18 |
| | 31086 PBA |

4. THREAD PIRE (PEFIDM) USED MEET THE FOLLOWING SPECIFICATIONS: HIGH STRENGTH, LOW SHrinkAGE, MODERATE TEMPERATURE RANGE, FLEX & ABRASION RESISTANT AND UV RADIATION RESISTANT. LOCUSTECH - 1700 DENIER, 0.0015 INCH DIA. 2400 DENIER

AIRCRAFT CABLE

1. WHEN ROPE CABLE CHAIN BE 7x19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKAGE STRENGTH VALUE OF 14,500 LBS (67 TONNE TRIPL).
2. CABLES SHALL BE LIFTED THROUGH THE FALING & EYES AROUND THE PERIMETER OF THE CANYON AND TENSIONED UNTIL THE FALING PLATES BE SECURED PROPERLY UNDERSTOOD REACH A TIGHT APPEARANCE. ANY LOOSE TENSION CABLE SAG SHALL BE MINIMIZED DURING THE MANIPULATION OF THE TENSION WIRTS AS REQUIRED.



ISOMETRIC VIEW

LIST OF MATERIALS

ITEM	QTY	DESCRIPTION	MATERIAL/DWG.	\$/SQ. FT. (A)
1A	1	SOLAR 1A, C.I. JOINT	MS 10.00 X 8.00 X 0.215	....
1B	1	SOIL NAIL IN REVISION	MS 10.00 X 8.00 X 0.215	....
2	1	COIL IN REVISION	MS 10.00 X 8.00 X 0.215	....
3A	1	REBAR IN REVISION	MS 10.00 X 8.00 X 0.215	....
20	1	REBAR IN REVISION	MS 10.00 X 8.00 X 0.215	....
2C	1	REBAR IN REVISION	MS 10.00 X 8.00 X 0.215	....
3	8	PIPERSON	MS 10.00 X 8.00 X 0.215	....
4	2	ROOF	MS 10.00 X 8.00 X 0.215	....
4A	8	RAFTER 8x	NO TYPING 8x12, 8x14	....
4B	2	RAFTER IN REVISION	NO TYPING 8x12, 8x14	....
6	4	CROSSWALL	NO TYPING 8x12, 8x14	....
7A	1	FABRIC TOP IN REVISION	NO TYPING 8x12, 8x14	....
7B	1	FABRIC TOP IN REVISION	NO TYPING 8x12, 8x14	....
8	2	STEEL CABLE	1/2" X 12' X 1/2"	....
9	1	3/4" CABLE CLAMP	1/2" X 12' X 1/2"	....
10	8	6/12" LONG 6" HEAVY ROAT	1/2" X 12' X 1/2"	....
11	8	6/12" FLAT WASHEN	1/2" X 12' X 1/2"	....
12	8	6/12" FLAT WASHEN	1/2" X 12' X 1/2"	....
13	8	6/12" LONG HEAVY NUT	1/2" X 12' X 1/2"	....
14	8	6/12" SPULL LOCK WASHER	1/2" X 12' X 1/2"	....
15	18	6/12" LONG 5" HEAVY ROAT	1/2" X 12' X 1/2"	....
16	28	6/12" FLAT WASHEN	1/2" X 12' X 1/2"	....
17	18	6/12" SPULL LOCK WASHER	1/2" X 12' X 1/2"	....
18	48	6/12" LONG HEAVY NUT	1/2" X 12' X 1/2"	....

STRUCTURE TYPE:
"T" CANTILEVER
JOINED (CUSTOM DESIGN)

SIZE:
18'-0" x 72'-0" x 8'-0" (MIN)

CODE ANALYSIS

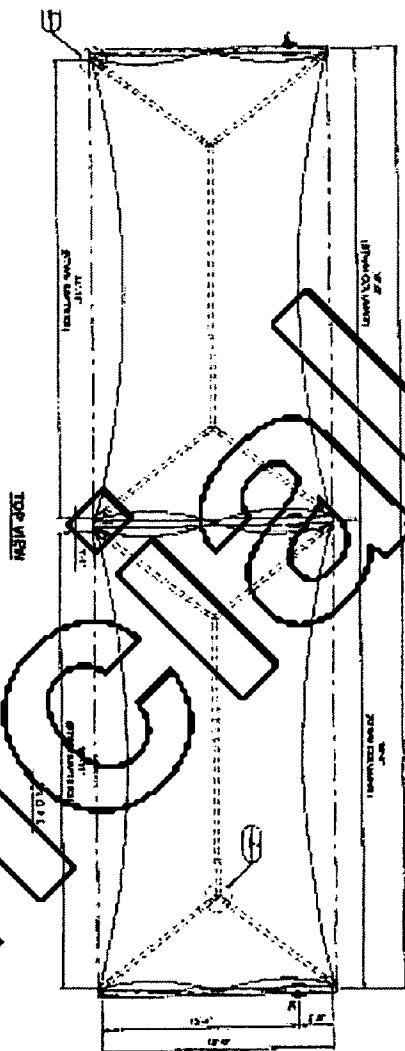
BUILDING	OCCUPANCY	CONSTRUCTION TYPE	AREA (SQ.F)	OCCUPANT LOAD
GRADE STRUCTURE 18-07-172-07	U	V-B	1298	NA

PLC#	REV	DESCRIPTION
0000	01	NOT ISSUED
0000	02	ISSUED AND DETAIL
0000	03	POSTING DETAILS

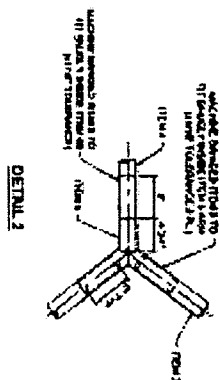
INDEX OF PAGES

Exhibit "A"

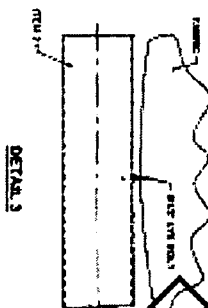
PLAN NORTH
FOR EQUAL NORTH
SIDE ELEVATION
SITE PLAN



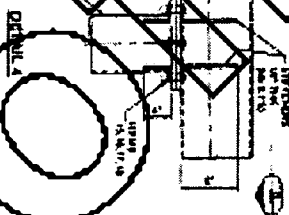
TOP VIEW



DETAIL 2

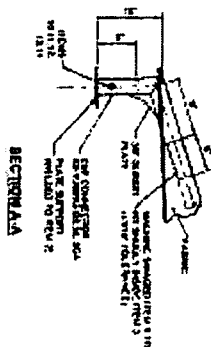
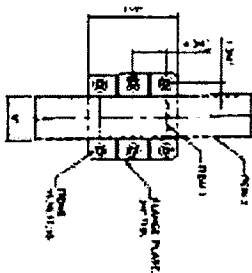


DETAIL 3

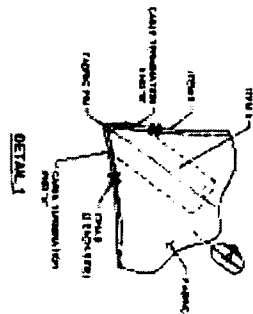


DETAIL 4

VIEW B-B

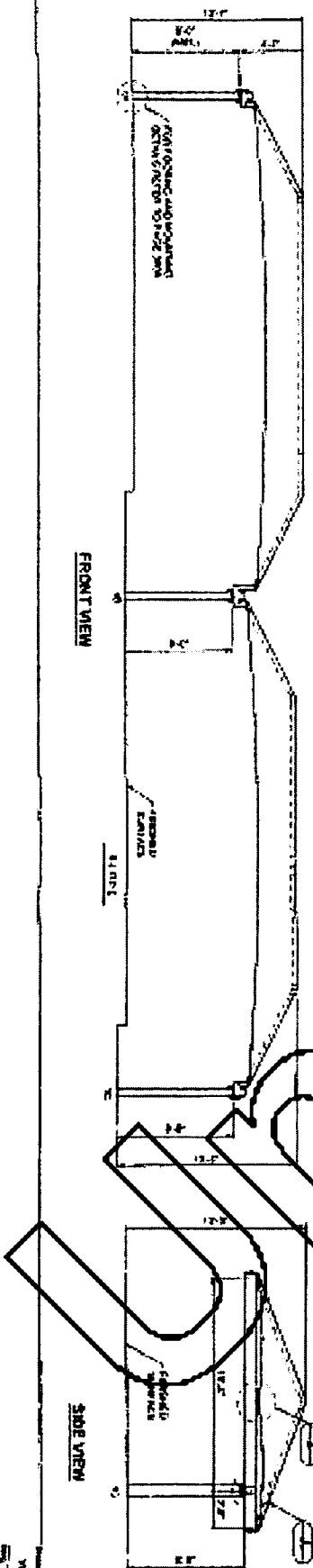


SECTION A-A

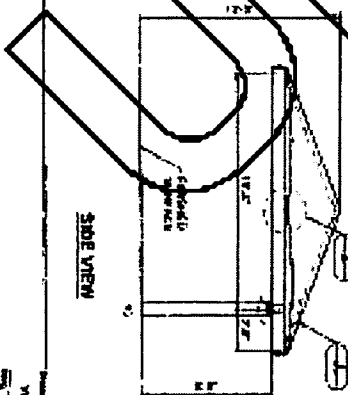


DETAIL 1

FRONT VIEW



SIDE VIEW



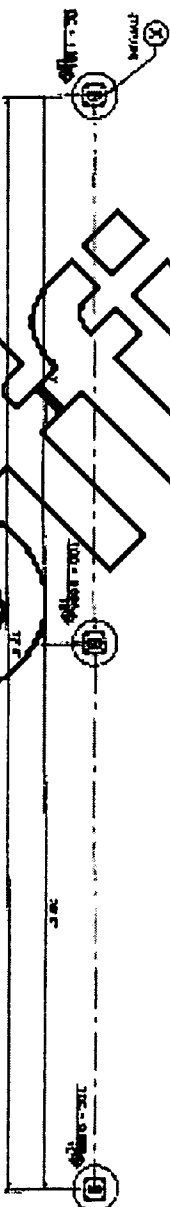
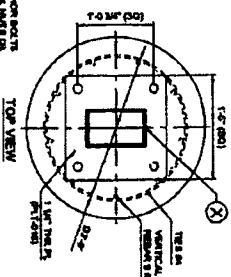
REINFORCED CONCRETE NOTES

2014 年 1 月 10 日

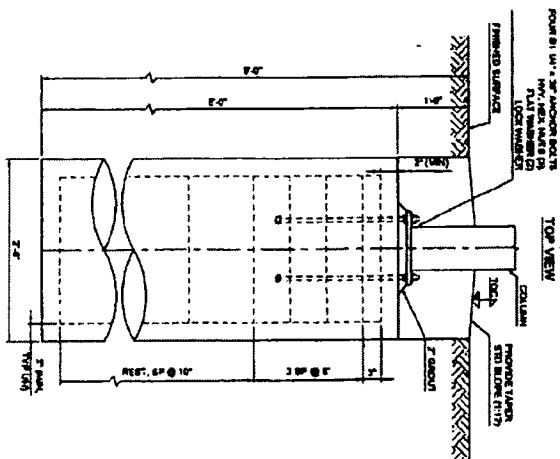
SCOTT'S NORTH
DEPARTMENT
SITE PLAN

REINFORCED CONCRETE NOTES

1. CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE BUILDING CODE. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
- 28 DAY STRENGTH: 2500 PSI
 - SLUMP: 3-5
 - PORTLAND CEMENT SHALL CONFORM TO C-150
 - AGGREGATE SHALL CONFORM TO ASTM C-33
2. ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60, AND SHALL BE DETAIL FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST AC DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.
3. ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 36 (GALVANIZED).
4. ALL NON-SPAK GROUT SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C-109, ASTM C-939, ASTM C-1097, WHEN APPLICABLE.
5. SOIL PARAMETERS FOR FOOTING ANALYSIS: TABLE 1800.2 CLASS 5



FOUNDAATION LIBERTY PLAN



FOOTING TYPE 10
PRECASTED BASE PLATE, NUTS
AND FOR CONSTRUCTION CARE

DRAWING DESCRIPTION:	
FOOTING DETAILS	
DWG.	
43202-1.0	
PAGE	3000
REV.	NC

Unofficial

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/25/2012 09:11:24 AM
\$56.00 DLAIRD
20120725000899630



Stacey Kemp