

THE STATE OF TEXAS §
 § CLARIFICATION OF EASEMENT
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the right-of-way easements described in Exhibit "A" attached hereto have heretofore been executed in favor of TEXAS POWER AND LIGHT COMPANY, hereinafter referred to as "TP&L"; and

WHEREAS, said easements have been assigned by TP&L to TEXAS MUNICIPAL POWER AGENCY, hereinafter referred to as "Agency", by the "BILL OF SALE AND ASSIGNMENT OF EASEMENTS" as recorded in Volume 1601, Page 807, Denton County Records; and

WHEREAS, said easements are blanket easements and do not define the width of said easements, or the rights reserved to Grantor; and,

WHEREAS, the present record owners of the land described in Exhibit "B" (the "Property"), hereinafter referred to as "Grantor", desire to define the area on the Property embraced within the easements and clarify Grantor's use thereof; and

WHEREAS, Agency desires to more clearly define the terms and conditions of the easements; and

NOW, THEREFORE, Agency and Grantor agree to limit said easements to the area described below, and agree to the terms and conditions described below:

An easement and right-of-way for the purpose of erecting, operating, maintaining and servicing thereon one or more electric power and/or communication lines, each consisting of a variable number of wires, and all necessary or desirable appurtenances, attachments and complete supporting structures, including foundations, guy wires and guy anchorages, and structural components over, across and upon that real property situated in Denton County, Texas, and more particularly described as follows:

A portion of that certain 243.361 acre lot, tract or parcel of land described in Exhibit "B", said portion more particularly described as follows:

A strip of land 70 feet in width, being 35 feet on either side of the following described centerline:

CENTERLINE of right-of-way first entering the above tract at a point on the southeast line thereof, said point being on the northwest right-of-way of Mayhill Road at North 14° 41' 20" East a distance of 619.93 feet, more or less, from its most easterly south corner;

54.0 feet, more or less from afforesaid interior corner and North 39° 27' 23" West a distance of 69.0 feet, more or less, from the aforesaid First Point of Exit;

THENCE North 39° 27' 23" West a distance of 3,326 feet, more or less, to the Second Point of Exit on the above tract, said point being South 89° 43' 29" West a distance of 152.83 feet, more or less, from its most northerly northwest interior corner,

AND containing 9.782 acres of land, more or less,

Together with the right to construct, operate, improve, reconstruct, increase or reduce the capability, repair, relocate, inspect, patrol, maintain or remove such lines within such easement as Agency may from time to time find necessary, convenient or desirable, and all rights necessary or convenient for the full use of the above grant, including reasonable access over, across and upon the above referenced land to such easement; the right to trim or remove trees to the extent necessary, in the sole judgment of the Agency, to prevent possible interference with the operations of such lines or to remove possible hazards thereto; the right to put gates in existing fences within such easement; the right to remove or prevent the construction or any or all buildings, structures and obstructions within such easement. If any such buildings, structures or obstructions are hereafter constructed or permitted by Grantor to exist within the easement without prior written consent of the Agency, then Agency shall have the right to remove the same, and Grantor agrees to pay to the Agency the reasonable cost of such removal; and this agreement, together with the other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Agency, its successors and assigns. The right hereby granted is severable and may be assigned either in whole or in part. Grantor shall have the right to dedicate to the applicable governmental authority the necessary amount of square footage contained within this easement in order to provide that Colorado Boulevard and other secondary roads and all necessary utilities may be constructed, built, maintained and used within the easement area granted in this document. Further, if required by such governmental authority, Agency hereby agrees to join in such dedication. Agency further shall allow all utility companies providing utility service to abutting and adjacent land to build within such right-of-way to be used for Colorado Boulevard and, if required by such utility companies, Grantor may grant to such utility companies non-exclusive easements within such right-of-way. All such construction or facilities shall comply with the terms of this easement. Further, the applicable governmental authority and/or Grantor shall have the right to place cross-streets (i.e., streets that cross this easement area) through

set out above. The right of the Grantor to use the above described land, including the portion within the easement, for all other purposes that will not interfere with the exercise of the rights of the Agency is reserved to the Grantor, including the right (i) to erect or maintain fences not more than eight (8) feet high across such easement, provided that gates or openings twelve (12) feet wide or more are installed therein to provide the Agency reasonable access to all parts of such easements and (ii) to lay out, dedicate, construct, maintain and use such roads, streets, alleys, parking lots, underground telephone cables and conduits, and oil, gas, water and sewer pipelines as will not interfere with the rights of the Agency. All facilities constructed or maintained in the easement shall be properly grounded, and shall be so constructed as to provide, with respect to the Agency's lines and other facilities, the minimum clearances provided by law, and recognized as standard in the electrical industry.

TO HAVE AND TO HOLD the above easement and right-of-way unto the Agency, its successors and assigns, until all of such lines and supporting structures shall have been completely abandoned and no future use of the same contemplated by the Agency, and in that event such easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor, his heirs, successors and assigns; and Grantor hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above described easement and right-of-way unto the Agency, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

FURTHER, it is expressly understood and agreed, that as to the land described in Exhibit "B", the easements of Agency remain in full force and effect and are in no manner waived or impaired as to the area described in this document above, but as to all other portions of the land described in Exhibit "B", the easements and right-of-way of Agency are released and of no further force or effect. Further, any easements granted to Agency, not forming a portion of the land described in Exhibit "B" remain in full force and effect, and are in no manner waived or impaired.

SIGNED AND EXECUTED this 19th day of December, 1985.

TEXAS MUNICIPAL POWER AGENCY

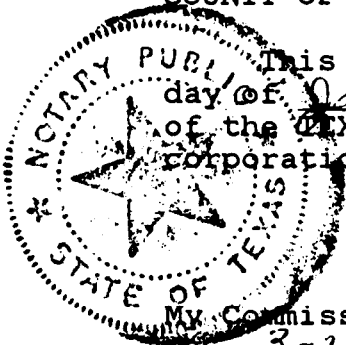
By: Ed Wagoner
Ed Wagoner, General Manager

ATTEST: Jim Pailer

GRANTOR

35-E/288 JOINT VENTURE,

STATE OF TEXAS)
COUNTY OF GRIMES)



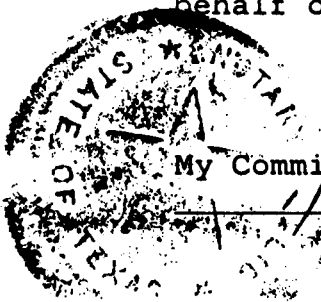
This instrument was acknowledged before me on this 7th day of January, 1986, by Ed Wagoner, General Manager of the TEXAS MUNICIPAL POWER AGENCY, a Texas municipal corporation, on behalf of said agency.

My Commission Expires:
3-24-87

Wanda M. Callahan
Notary Public, State of Texas

WANDA M. CALLAHAN
(Print Name of Notary Public)

STATE OF TEXAS)
COUNTY OF Dallas)



This instrument was acknowledged before me on this 19th day of DECEMBER, 1985, by PAUL A. WHITMAN on behalf of 35-E/288 JOINT VENTURE, a Texas joint venture.

My Commission Expires:
1/18/90

Karen P. Serner
Notary Public, State of Texas

KAREN P. SERNER
(Print Name of Notary Public)

EXHIBIT "A"

(Original Easement)

Easement dated May 20, 1924 from W. C. Sullivan, et ux to Texas Power and Light Company, filed June 2, 1924 in Volume 190, Page 622, Denton County Deed Records, and

Easement dated May 20, 1924 from H. A. Hefner, et ux to Texas Power and Light Company, filed June 2, 1924 in Volume 190, Page 624, Denton County Deed Records, and

Easement dated June 16, 1924 from Continental Bank & Trust Company to Texas Power and Light Company, filed July 11, 1924 in Volume 193, Page 320, Denton County Deed Records, and

Supplemental Easement dated March 25, 1981 from HSM Inc., Trustee, (formerly Henry S. Miller Co., Trustee) to Texas Power and Light Company, filed April 13, 1981 in Volume 1071, Page 52, Denton County Deed Records.

BEING 243.361 acres of land situated in Denton County, Texas, and being a consolidation of eight tracts bound on the southwest by Interstate Highway 35E and on the southeast by Mayhill Road; said tracts being generally described as follows:

1. A 39.460 acre tract situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 950 conveyed to Henry S. Miller Company, Trustee, by J. V. Woodford and wife, Norma I. Woodford, in deed dated July 14, 1969, and recorded in Volume 589, Page 73, of the Deed Records of Denton County, Texas;
2. A 12.252 acre tract situated in the M.E.P. & P.R.R. Co. Survey, Abstract No. 950, conveyed to Henry S. Miller Company, Trustee, by Thula Mae Carruth and Leslie Gordon Carruth in deed dated December 5, 1969, and recorded in Volume 595, Page 343, of the Deed Records of Denton County, Texas;
3. A 66.847 acre tract situated in the Daniel Lambert Survey, Abstract No. 784, conveyed to Henry S. Miller Company, Trustee, by Mrs. W. C. (Louis George) Sullivan, et al, in deed dated July 8, 1969, and recorded in Volume 588, Page 208, of the Deed Records of Denton County, Texas;
4. A 4.57 acre tract of land situated in the Daniel Lambert Survey, Abstract No. 784, conveyed to Henry S. Miller Company, Trustee, by Carl M. Haggard and wife, Oleva LaNeu Haggard, in deed dated July 10, 1969, and recorded in Volume 588, Page 303, of the Deed Records of Denton County, Texas;
5. A 49.230 acre tract of land situated in the J. White Survey, Abstract No. 1433, conveyed to Henry S. Miller Company, Trustee, by Fred Woodell in deed dated July 16, 1969, and recorded in Volume 589, Page 415, of the Deed Records of Denton County, Texas;
6. A 67.62 acre tract of land situated in the J. White Survey, Abstract No. 1433, conveyed to Henry S. Miller Company, Trustee, by Hubert A. Hefner and wife, Dorothy H. Hefner, as Part One in deed dated July 9, 1969, and recorded in Volume 588, Page 36, of the Deed Records of Denton County, Texas;
7. A 2.594 acre tract of land situated in the Daniel Lambert Survey, Abstract No. 784, conveyed to Denton-Post Oak Joint Venture by Jack Arrington et ux, in deed dated June 14, 1983, and recorded in Volume 1225, Page 995, of the Deed Records of Denton County, Texas;
8. A 1.532 acre tract of land situated in the J. S. Taft Survey, Abstract No. 1256, conveyed to Henry S. Miller Company, Trustee, by Roy Leon Bothwell, et al, as the Second Tract in deed dated July 14, 1969, and recorded in Volume 589, Page 47, Deed Records of Denton County, Texas;

BEGINNING in the west right-of-way of the Missouri, Kansas and Texas Railroad on the North line of said M.E.P. and P.R.R. Survey at a point North 88°26'47" West 178.69 feet from a $\frac{1}{2}$ " steel pin found by description being the Northeast corner of said survey, said beginning corner being on the approximate Northwest line of the Mayhill Road; and being the northeast corner of the 39.46 acre tract conveyed to Henry S. Miller Company, Trustee, by J. V. Woodford and wife, Norma I. Woodford, in deed dated July 14, 1969, and recorded in Volume 589, Page 73, of the Deed Records of Denton County, Texas;

THENCE in a southwesterly direction with a fence and the northwest line of Mayhill Road for the following six calls:

1. South 58°22'19" West 188.36 feet to a fence post;
2. South 37°29'59" West 184.33 feet to a fence post;
3. South 33°13'29" West 140.85 feet to a fence post;
4. South 26°05'26" West 233.14 feet to a fence post;
5. South 15°01'49" West 124.49 feet to a fence post;
6. South 14°41'20" West 993.93 feet to a right-of-way post for the northeast right-of-way of Interstate Highway 35-E;

THENCE in a northwesterly direction with the right-of-way of Interstate Highway 35E for the following ten calls:

1. South 89°31'57" West 72.21 feet to a right-of-way post;
2. North 49°54'02" West with a fence on the said right-of-way 803.28 feet to a right-of-way post;
3. North 53°32'00" West 94.00 feet to a $\frac{1}{2}$ -inch steel pin;
4. North 49°15'55" West with a fence on said right-of-way 511.58 feet to a fence corner for the most westerly corner of the said Woodford 39.46 acre tract; also being in the south line of the 12.252 acre tract conveyed to Henry S. Miller Company, Trustee, by Thula Mae Carruth and Leslie Gordon Carruth in deed dated December 5, 1969, and recorded in Volume 595, Page 343, Deed Records of Denton County, Texas;
5. South 61°58'00" West 44.66 feet with said South line of said Carruth 12.252 acre tract to a $\frac{1}{2}$ " steel pin and fence corner post;
6. North 49°57'00" West passing at 1228.6 feet a $\frac{1}{2}$ " steel pin and fence corner for the northwest corner of said Carruth 12.252 acre tract and being in the north boundary line of said M.E.P. & P.R.R. Co. Survey, Abstract No. 950; said corner also being the Southwest corner of the Sullivan 66.847 acre tract in the Daniel Lambert Survey, Abstract No. 784, conveyed to Henry S. Miller Company, Trustee, by

Mrs. W. C. (Louis George) Sullivan, et al, in deed dated July 8, 1969, recorded in Volume 588, Page 208, Deed Records of Denton County, Texas; continuing in all 1372.32 feet to a $\frac{1}{4}$ " steel pin;

7. North $51^{\circ}04'00''$ West passing at 592.6 feet a steel fence corner for the southwest corner of said Sullivan 66.847 acre tract and the southeast corner of the 4.570 acre tract conveyed to Henry S. Miller, Trustee, by Carl M. Haggard and wife, Oleva LaNeu Haggard, in deed dated July 10, 1969, recorded in Volume 588, Page 303, Deed Records of Denton County, Texas; passing at 1462.0 feet a fence corner for the northwest corner of said Haggard 4.570 acre tract and the southwest corner of a 49.230 acre tract conveyed to Henry S. Miller Company, Trustee, by Fred Woodell, in deed dated July 16, 1969, and recorded in Volume 589, Page 415, Deed Records of Denton County, Texas; continuing in all 2220.10 feet to a right-of-way marker and the point of curvature of a curve to the right whose radius is 11,309.2 feet; said point being 150 feet from and at right angles to the centerline of IH 35E; central angle is $00^{\circ}26'32''$; length is 87.29 feet;
8. North $50^{\circ}50'44''$ West a chord distance of 87.29 feet to a $\frac{1}{4}$ " steel pin for the point of tangency of said curve;
9. North $45^{\circ}17'00''$ West 99.20 feet to a $\frac{1}{4}$ " steel pin for the point of curvature of a curve to the right whose radius is 11,299.2 feet; said point being 160 feet from and at right angles to the centerline of IH 35E; central angle is $00^{\circ}27'23''$; length is 90.00 feet;
10. North $49^{\circ}19'31''$ West a chord distance of 90.00 feet to a $\frac{1}{4}$ " steel pin for the northeast corner of a 0.196 acre tract conveyed to the State of Texas by J. H. Thomas, et ux, in Cause No. 5152 recorded in Volume 446, Page 383, Deed Records of Denton County, Texas;

THENCE North $29^{\circ}30'00''$ West 179.28 feet with the east line of the J. H. Thomas remainder to a $\frac{1}{4}$ " steel pin for the North corner of said Thomas remainder; same being the southwest corner of a 67.62 acre tract conveyed as Part One to Henry S. Miller Company, Trustee, by Hubert A. Hefner and wife Dorothy A. Hefner, in deed dated July 9, 1969, and recorded in Volume 588, Page 36, Deed Records of Denton County, Texas; said corner also being in the east line of a 2.594 acre tract conveyed to Denton-Post Oak Joint Venture by Jack Arrington et ux, in deed dated June 14, 1983, and recorded in Volume 1225, Page 995, Deed Records of Denton County, Texas;

THENCE South $02^{\circ}17'57''$ West 77.25 feet with the east line of said Arrington 2.594 acre tract and the west line of said Thomas remainder to a $\frac{1}{4}$ " iron rod in the East line of the Daniel Lambert Survey, Abstract No. 784, and in the northeast right-of-way line of IH 35E; being 160 feet from and at right angles from the centerline of IH 35E;

THENCE Northwesterly with said northeast right-of-way of IH 35E the following four calls:

1. Northwesterly with a curve to the right having a radius of 11,299.2 feet, a central angle of $00^{\circ}22'35''$; a length of 74.21 feet; a chord bearing North $48^{\circ}38'31''$ West a distance of 74.21 feet to a $\frac{1}{4}$ " steel pin for the point of tangency of said curve;
2. North $53^{\circ}45'40''$ West 99.20 feet to a $\frac{1}{4}$ " steel pin for the point of curvature of a curve to the right whose radius is 11,309.2 feet; being 150 feet from and at right angles from the centerline of IH 35E; central angle is $00^{\circ}42'26''$; length is 139.59 feet;
3. North $48^{\circ}02'53''$ West a chord distance of 139.59 feet to a $\frac{1}{4}$ " steel pin for the point of tangency of said curve;
4. North $47^{\circ}41'40''$ West 136.70 feet to a $\frac{1}{4}$ " steel pin near a fence corner for the west corner of said Arrington 2.594 acre tract;

THENCE North $49^{\circ}18'36''$ East 481.35 feet along and near a fence to a $\frac{1}{4}$ " steel pin for the north corner of said Arrington 2.594 acre tract; being in the West line of said Hefner 67.62 acre tract and the east line of the said Lambert Survey, Abstract No. 784, and the West line of the J. White Survey, Abstract No. 1433;

THENCE North $02^{\circ}17'55''$ East 1318.35 feet along to a fence corner for the Northwest corner of the J. White Survey, Abstract No. 1433, and the Northwest corner of said Hefner 67.62 acre tract;

THENCE North $89^{\circ}43'29''$ East 585.63 feet along the North line of said White Survey and said Hefner 67.62 acre tract to a $\frac{1}{4}$ " steel pin in the middle of an abandoned road for the Southwest corner of a 1.532 acre tract in the J.S. Taft Survey, Abstract No. 1256, conveyed to Henry S. Miller Company, Trustee, by Roy Leon Bothwell et al, as Second Tract in deed dated July 14, 1969, and recorded in Volume 589, Page 47, Deed Records of Denton County, Texas;

THENCE North $01^{\circ}02'57''$ West 398.78 feet with the West line of said Bothwell 1.532 acre tract in the middle of said abandoned road to a $\frac{1}{4}$ " steel pin on the westerly right-of-way of the Missouri, Kansas and Texas Railroad;

THENCE Southeasterly with the Southwest right-of-way of said M.K.T. Railroad the following calls:

1. South $41^{\circ}24'15''$ East 2153.68 feet to a point of curvature of a curve to the left whose radius is 1960.17 feet, central angle is $21^{\circ}10'39''$, chord bears South $51^{\circ}59'35''$ East 720.40 feet;
2. Southeasterly with said curve an arc distance of 724.52 feet to an iron pin near a fence corner for the northeast corner of said Woodell 49.23 acre tract conveyed to Henry S. Miller Company, Trustee, by Fred Woodell in deed dated July 16, 1969, and recorded in Volume 589, Page 415, Deed Records of Denton County, Texas;

THENCE South 01°31'10" West 962.59 feet with the east line of said Woodell 49.23 acre tract and along and near a fence to an iron pin near a fence post for the southeast corner of said Woodell 49.23 acre tract; being in the north line of said Sullivan 66.847 acre tract situated in the Daniel Lambert Survey, Abstract No. 784 conveyed to Henry S. Miller Company, Trustee, by Mrs. W. C. (Louie George) Sullivan et al, in deed dated July 8, 1969, and recorded in Volume 588, Page 208, Deed Records of Denton County, Texas;

THENCE North 88°42'35" East 1757.59 feet with said north line of said Sullivan 66.847 acre tract and said Lambert Survey and along and near a fence to an iron rail near a fence corner, for the northeast corner of said Sullivan 66.847 acre tract;

THENCE South 00°52'35" West 1098.97 feet with a fence to a $\frac{1}{2}$ " steel pin for corner near a fence corner at the Southeast corner of said Sullivan 66.847 acre tract and being in the north line of said Woodford 39.460 acre tract conveyed to Henry S. Miller Company, Trustee, by J. V. Woodford and wife, Norma I. Woodford, in deed dated July 14, 1969, recorded in Volume 589, Page 73, Deed Records of Denton County, Texas; said line also being the South line of the Daniel Lambert Survey, Abstract No. 784, and the north line of the M.E.P. & P.R.R. Co. Survey, Abstract No. 950;

THENCE South 88°26'47" East 639.11 feet along and near a fence with the North line of said Woodford 39.460 acre tract to the Place of Beginning and containing 243.361 acres of land.

STATE OF TEXAS
COUNTY CLERK, Denton County, Texas
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Denton County, Texas as stamped hereon by me.

FEB 13 1986



May Jo Alice

COUNTY CLERK, Denton County, Texas

File T08-D12
Denton Steam/
Corinth

AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT

January 12, 2009

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This Agreement Relating to Encroachment on Easement (the "**Agreement**"), dated as of January 12, 2009, is by and among **Epic Development, Inc. ("Epic")**, **The LaSalle Group, Inc.**, its successor and/or assigns ("**LaSalle**"), and the **Texas Municipal Power Agency ("TMPA")**.

RECITALS

WHEREAS, Epic entered into that certain Real Estate Purchase and Sale Agreement dated September 29, 2008 with LaSalle (as amended, the "**Purchase Agreement**") for the sale by Epic to LaSalle of approximately 3.671 acres of unimproved property in Denton, Denton County, Texas as more fully described on Exhibit "A", attached hereto (the "**Property**");

WHEREAS, provided the acquisition of the Property is consummated pursuant to the Purchase Agreement, LaSalle intends to develop the Property as a senior care facility;

WHEREAS, this Agreement is being entered into, among other reasons, in order to facilitate the re-platting of the Property;

WHEREAS, the Property is subject to a certain easement for an electrical transmission and distribution line, which was granted to Texas Power & Light Company, filed on June 2, 1924, recorded in Volume 190, Page 624, Deed Records of Denton County, Texas, as affected by the Tree Trimming Easement, filed on March 7, 1942, recorded in Volume 296, Page 285, of the Real Property Records of Denton County, Texas, as affected by that Supplemental Easement, filed on April 13, 1981, recorded in Volume 1071, Page 52, of the Real Property Records of Denton County, Texas, as assigned to TMPA by instrument filed on March 29, 1985, recorded in Volume 1601, Page 807, of the Real Property Records of Denton County, Texas; as amended by the Clarification of Easement filed on February 13, 1986, recorded in Volume 1822, Page 312, Real Property Records, Denton County, Texas (as more fully described therein, the "**Power Line Easement**"), as shown on Exhibit "B", attached hereto;

WHEREAS, LaSalle desires to use an area within the boundaries of the Power Line Easement for an 18" Storm Drainage Facility, located and described as shown on

Exhibit "C", attached hereto and incorporated herein (the "**Encroaching Facility**"), which would encroach on the Power Line Easement near pole No. 314;

WHEREAS, TMPA is agreeable to the construction of the Encroaching Facility, if the encroaching facility is located and described as shown on Exhibit "C";

WHEREAS, the following existing easements encroach upon the Power Line Easement:

- (i) that certain Drainage Easement granted to the City of Denton, dated March 14, 2000, and filed on March 31, 2000, recorded in Volume 4559, Page 9, of the Real Property Records of Denton County, Texas;
- (ii) that certain Slope Easement granted to the City of Denton, dated March 14, 2000, filed March 31, 2000, recorded in Volume 4559, Page 28, of the Real Property Records of Denton County, Texas;
- (iii) that certain Public Utility Easement granted to the City of Denton, dated April 10, 2006, filed August 24, 2006, cc# 2006-104201, Real Property Records of Denton County, Texas; and
- (iv) that certain Public Utility Easement granted to the City of Denton, dated April 10, 1006, filed on August 24, 2006, cc# 2006-104202, Real Property Records of Denton County, Texas (collectively, the "**Encroaching Easements**"); and

WHEREAS, TMPA acknowledges and hereby consents to the existence of the Encroaching Easements.

AGREEMENT

NOW THEREFORE, in consideration of the payment of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants and agreements set forth herein, the parties hereto grant, covenant and agree as follows:

1. TMPA consents to and grants LaSalle the right to construct, reconstruct, install and perpetually maintain the Encroaching Facility upon and across that portion of the Power Line Easement as more fully described on Exhibit "C", as attached hereto and incorporated herein for all purposes.

2. LaSalle understands and agrees that TMPA holds easement rights on the Power Line Easement; therefore, LaSalle will be required to obtain whatever other rights and permission, other than TMPA's, that are necessary or required for the construction, reconstruction, installation, and maintenance of the Encroaching Facility. This

Agreement shall extend to and be binding upon LaSalle and its heirs, successors, and assigns.

3. LaSalle shall defend, indemnify and hold harmless TMPA, its directors, officers, agents, and employees from and against any and all claims or causes of action for property damages or personal injuries arising from the construction, maintenance, operation, or use of the Encroaching Facility **REGARDLESS IF SAME IS CAUSED BY THE CONCURRENT NEGLIGENCE (BUT NOT THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A PARTY TO BE INDEMNIFIED HEREUNDER.**

4. Use of draglines or other boom-type equipment in connection with any work to be performed on the Power Line Easement by LaSalle, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment being used by LaSalle be within fifteen feet of the TMPA power lines situated on the aforesaid property. LaSalle must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1 125 or Cell (979) 255-8614, 48 hours prior to the use by LaSalle of any boom-type equipment on the Power Line Easement.

5. If in the future the Encroaching Facility materially interferes with the use or enjoyment of TMPA's easement rights, TMPA shall notify LaSalle in writing regarding the interference. TMPA and LaSalle shall promptly work together and negotiate a mutually agreed upon solution for the proper drainage from the Property and, if necessary, the relocation of the Encroaching Facility within the Power Line Easement to the extent commercially feasible. If, after sixty (60) days following such written notice, the efforts of the parties to negotiate a commercially feasible solution are not successful and the material interference is not resolved, the parties shall attempt to resolve the issue as follows. First, TMPA shall obtain and provide to LaSalle an opinion from an independent engineer which confirms that the Encroaching Facility materially interferes with TMPA's use and enjoyment of its easement rights. Second, provided TMPA has obtained such engineer's opinion, the parties shall attempt to resolve the issue through non-binding mediation. If non-binding mediation is not successful at resolving the issue, TMPA (i) may require the relocation of the Encroaching Facility to another location within the Power Line Easement if that can be done without material adverse effects to transmission line operations (including safety hazards to persons or property) or, if not, (ii) may require the Encroaching Facility to be removed from the Power Line Easement.

6. Except to the extent currently existing, it is expressly understood and agreed that if the Property has transmission or distribution facilities located thereon, LaSalle shall not place within the Power Line Easement, any such improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA, not to be unreasonably withheld or delayed (except

for the proposed retaining wall and those certain improvements described in Exhibit "C" attached hereto, which are hereby deemed approved by TMPA).

7. It is agreed that LaSalle will not place or caused to be placed trash dumpsters, toxic substances or flammable material within the Power Line Easement.

8. TMPA will not be responsible for any costs of construction, operation and maintenance of the Encroaching Facility. It is further agreed that TMPA shall not be liable for any damage to the Encroaching Facility as a result of TMPA's reasonable use pursuant to its easement, **REGARDLESS IF SUCH DAMAGE IS CAUSED BY THE NEGLIGENCE OF TMPA; PROVIDED, HOWEVER, IF SUCH DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TMPA AND/OR ITS AGENTS OR EMPLOYEES, TMPA SHALL BE LIABLE FOR SAID DAMAGE.** Any TMPA property damaged or destroyed by LaSalle or its agents during construction of the Encroaching Facility shall be repaired or replaced by TMPA, at a reasonable cost and expense, and LaSalle shall reimburse TMPA for such reasonable cost and expense and payment is due within 30 days after LaSalle's receipt of an invoice from TMPA.

9. Blasting is not permitted on the Power Line Easement by LaSalle.

10. After construction of the Encroaching Facility, LaSalle shall grade around the Encroaching Facility in order to leave the Power Line Easement in as nearly as possible to present condition. After completion of construction, LaSalle shall remove the spoil dirt and all trash from the Power Line Easement due to said construction. After construction of the Encroaching Facility, LaSalle shall grade the slopes immediately around the Encroaching Facility so that TMPA vehicles may transit the Power Line Easement when required to maintain TMPA's facilities. Within the Power Line Easement, the Encroaching Facility shall be operated and maintained in accordance with all applicable laws and regulations.

11. LaSalle shall be required to shore where approved excavation by LaSalle is within 10 feet of a TMPA structure and shall extend 20 feet each side of the centerline of the TMPA structure. Such shoring shall be sufficient to withstand the added load of the structure and its footing. If LaSalle creates any ditches, such ditches shall not be left open for extended periods of time. Except during the installation of pipe or underground facilities by LaSalle, LaSalle shall remove the shoring and properly backfill the ditches as soon as practical after such installation. Such backfill shall be thoroughly tamped. LaSalle shall not water tamp within the Power Line Easement.

12. LaSalle shall use commercially feasible methods to protect the portion of the TMPA right-of-way affected by the Encroaching Facility from washing and erosion.

13. LaSalle shall not store its construction equipment and materials within the Power Line Easement during construction of the Encroaching Facility.

14. TMPA approves and consents to the Encroaching Easements.

15. Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the Property or Power Line Easement to the general public or for any public use or public purpose whatsoever.

17. If any term, provision, condition, covenant or agreement contained in this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms, provisions, conditions, covenants or agreements contained in this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term, provision, condition, covenant or agreement, there shall be added to this Agreement a legal, valid and enforceable term, provision, condition, covenant or agreement as similar as possible to the term, provision, condition, covenant or agreement declared illegal, invalid or unenforceable.

18. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect to the subject matter hereof.

19. All of the rights, restrictions and easements contained in this Agreement shall run with the land and inure to, and be for the benefit of, LaSalle and TMPA, and their respective successors and assigns.

20. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of the owner(s) of the Property and the owner(s) of the Power Line Easement, by amendment, in writing, executed and acknowledged by said owners duly recorded in the office of the County Clerk of Denton County, Texas.

21. All notices, requests, demands and other communications under this Agreement shall be in writing, and shall be effective only if either delivered by courier with signed receipt or sent by certified mail, return receipt requested, postage prepaid to the party to receive such notice at the address below, with copies to the remaining parties, or to such other address as any party may have furnished to all the parties listed above in writing in any of the foregoing manner. Such notice shall be deemed given on the date of receipt if delivered by courier or the date of deposit if sent by certified mail and periods of times of notice shall begin from such date. Notices shall be sent to the following addresses:

(a) To Texas Municipal Power Agency:

Mailing Address:
Texas Municipal Power Agency
P.O. Box 7000
Bryan, Texas 77805

Attention: Hubert Nelson
Telephone: (936) 873-1119
Fax: (936) 873-1148

Physical Address:
Texas Municipal Power Agency
12824 FM 244
Anderson, Texas 77830
Attention: Hubert Nelson
Telephone: (936) 873-1119

(b) To Epic

Epic Development, Inc.
One Park Plaza
Nashville, TN 37203
Attention: Real Estate Department

With a copy to (which shall not constitute notice):

John D. Claybrook Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

(c) To LaSalle:

The LaSalle Group, Inc.
545 E. John Carpenter Freeway
Suite 545
Las Colinas, Texas 75062
Attn: Director of Texas Development
Telephone: (214) 239-8400
Facsimile: (214) 239-8401

With a copy to (which shall not constitute notice):

David, Goodman & Madole
Two Lincoln Centre
5420 LBJ Freeway, Suite 1200
Dallas, Texas 75240
Attention: Marc B. Viscuso, Esq.
Telephone: (972) 991-0889
Fax: (972) 404-0516

22. Nothing in this Agreement shall be deemed or construed to create any agency or partnership relationship between or among TMPA and LaSalle.

23. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

24. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any lawsuit enforcing or interpreting any of the rights and obligations under this agreement shall be a court of competent jurisdiction in Denton County, Texas.

25. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

26. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

27. The recitals in the preamble of this Agreement are substantive and are incorporated into the body of this Agreement by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above, and shall be of no force or effect unless and until it is signed by all of the parties listed below:

EPIC DEVELOPMENT, INC.

By: _____
Name: _____
Title: _____

THE LASALLE GROUP, INC.

By: _____
Name: _____
Title: _____

**TEXAS MUNICIPAL POWER
AGENCY**

CJS _____
Gary Parsons
General Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above, and shall be of no force or effect unless and until it is signed by all of the parties listed below:

EPIC DEVELOPMENT, INC.

By: W. Marshall
Name: _____
Title: _____

THE LASALLE GROUP, INC.

By: Adam Arnold
Name: ADAM A. ARNOLD
Title: DIRECTOR OF TX DEVELOPMENT

**TEXAS MUNICIPAL POWER
AGENCY**

Gary Parsons
Gary Parsons
General Manager

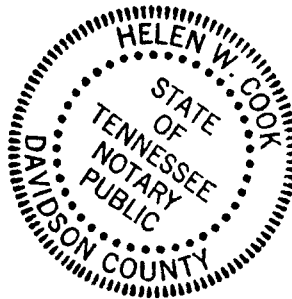
STATE OF ~~TEXAS~~ Tennessee §
COUNTY OF Davidson §

This instrument was acknowledged before me on this 30th day of January 2009, Wm. K. Kirby Vice President of Development for **EPIC DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

Helen W. Cook
Notary Public in and for the State of ~~Texas~~

My Commission Expires:
March 20, 2010

Helen W. Cook
Printed Name of Notary



STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on this 3rd day of February 2009, Adam Aron Vice President of Development for **THE LASALLE GROUP, INC.**, a Texas corporation, on behalf of said corporation.

M. A. Fletcher

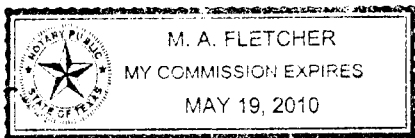
Notary Public in and for the State of Texas

My Commission Expires:

5/19/2010

M. A. Fletcher

Printed Name of Notary



STATE OF TEXAS §
 §
COUNTY OF Sumas §

Eric Schroeder

This instrument was acknowledged before me on this 16 day of February 2009, by ~~Gary Parsons~~, ~~General Manager~~ of **TEXAS MUNICIPAL POWER AGENCY**, a municipal power agency under Subchapter C, Chapter 163, Texas Utilities Code, on behalf of said agency.

Transmission Mgr.

Wanda M. Callahan
Notary Public in and for the State of ~~Mississippi~~ *Texas*

My Commission Expires:

4-15-2011

WANDA M. CALLAHAN

Printed Name of Notary

After Recording Return to:

DAVID, GOODMAN & MADOLE
Attention: Marc B. Viscuso
Two Lincoln Centre
5420 LBJ Freeway, Suite 1200
Dallas, Texas 75240

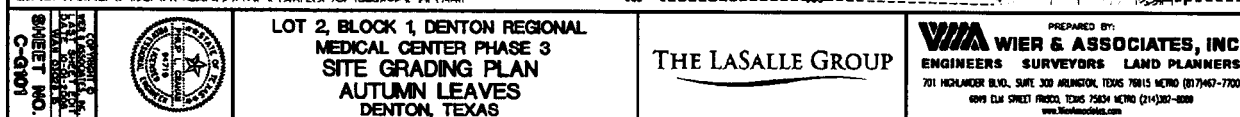


EXHIBIT "A"

PROPERTY

(Attached)

TIME 11:12 FILE SITE-GRADING-03028.5.dwg



**LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
SITE GRADING PLAN
AUTUMN LEAVES
DENTON, TEXAS**

THE LASALLE GROUP

WMA PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817)467-7700
6009 CLAY STREET FRODO, TEXAS 75043 METRO (214)387-8000
www.WierAssociates.com

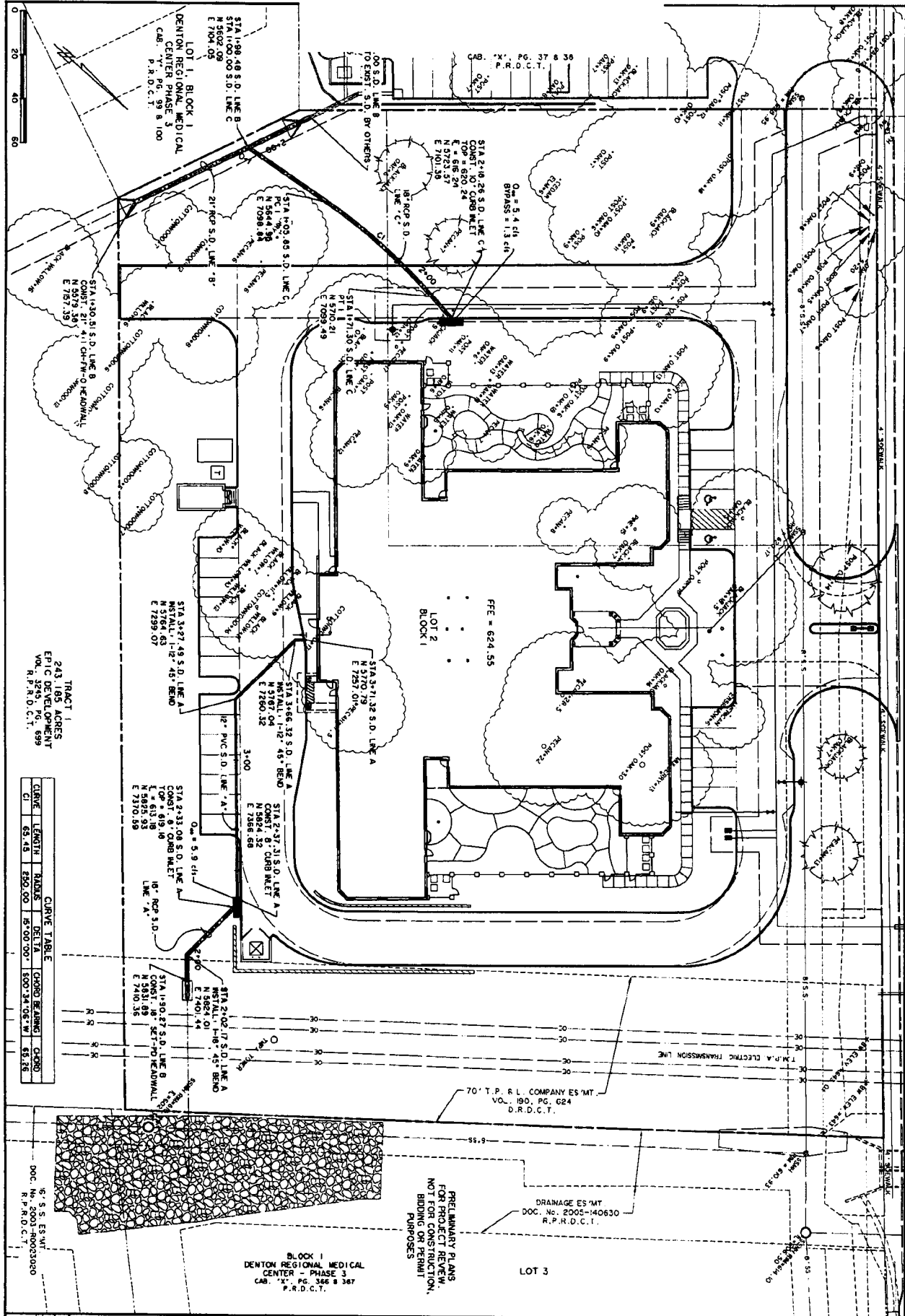
EXHIBIT "B"

POWER LINE EASEMENT

(Attached)

EXHIBIT "B"

TME 9:00 FILE: SDPLAN-03026.B.dwg



TRACT 1
243 RES. LOTS
EPIC DEVELOPMENT
VOL. 2245 PG. 699
R.P.D.C.T.

CURVE TABLE				
CL	LENGTH	BAIRS	DELTA	CHORD BEARING
65.45	250.00	157.00	100.34	55.75

DOC. No. 2003-140630
R.P.D.C.T.

BLOCK 1
DENTON REGIONAL MEDICAL
CENTER - PHASE 3
CAR. "X", PG. 366 & 367
P.R.D.C.T.

PRELIMINARY PLANS
FOR PROJECT REVIEW,
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES

LOT 3

DRAINAGE ES'MT.
DOC. No. 2005-140630
R.P.D.C.T.

LOT 2, BLOCK 1, DENTON REGIONAL MEDICAL CENTER PHASE 3 STORM DRAIN PLAN AUTUMN LEAVES DENTON, TEXAS

THE LASALLE GROUP

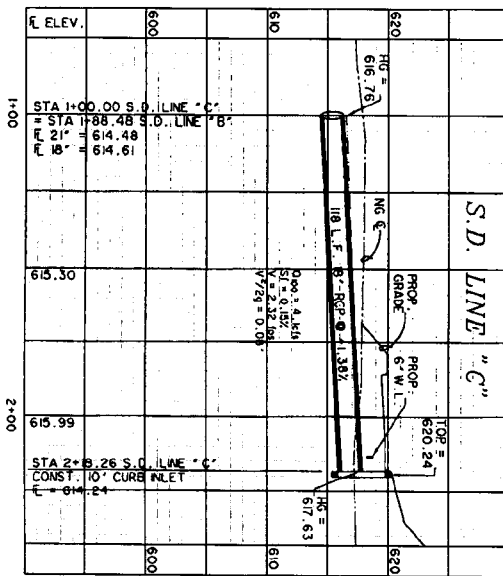
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLAND BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817) 467-1700
8049 ELM STREET FRIEDRICH, TEXAS 75243 METRO (214) 362-8000
www.wierandassociates.com

EXHIBIT "C"

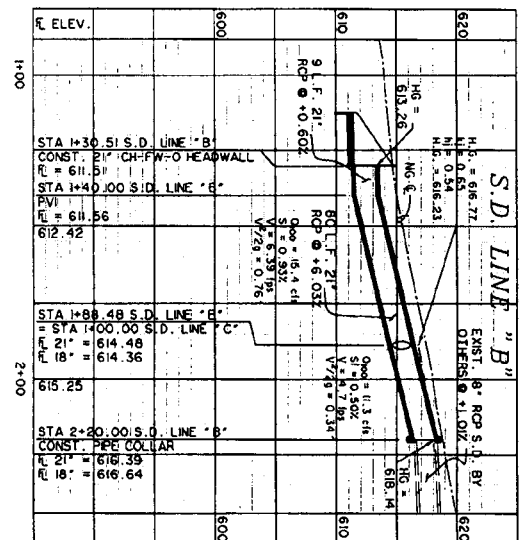
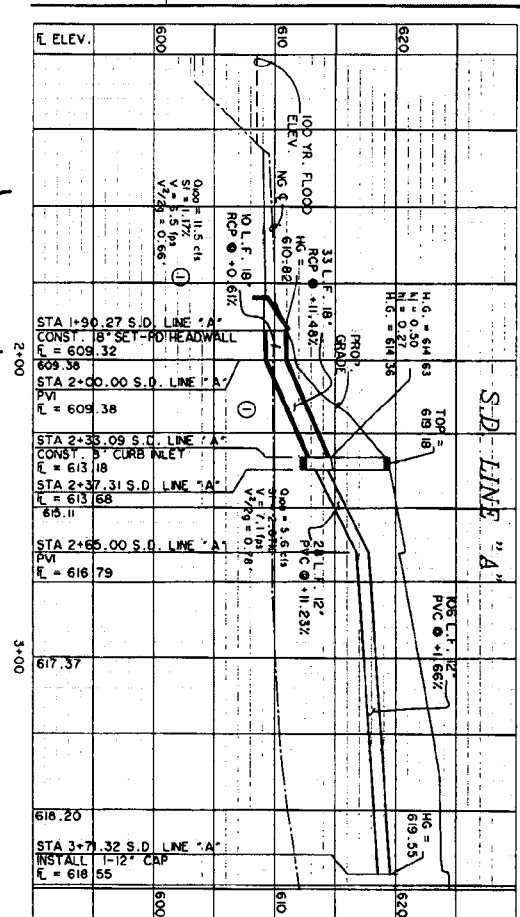
ENCROACHING FACILITY

(Attached)

EXHIBIT "C"



S.D. line "A" to 2400
Encroachment



PRELIMINARY PLANS
FOR PROJECT REVIEW.
NOT FOR CONSTRUCTION
BIDDING OR PERMIT
PURPOSES



**LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
STORM DRAIN PROFILE
AUTUMN LEAVES
DENTON, TEXAS**

THE LASALLE GROUP

WIA PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
791 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 METRO (817) 467-7700
6049 ELM STREET FRISCO, TEXAS 75034 METRO (214) 387-4000
www.WierAssociates.com



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

September 30, 2003
File: 109.07.01. T08-D12

Michael A. Patterson
Director, Facilities Construction
Sally Beauty Company, Inc.
P.O. Box 490
Denton, TX 76202

RE: Original signed License Agreement for Sally Beauty Land Development encroaching
on TMPA Denton Steam/Corinth Electric Transmission Line T08-D12

Dear Mr. Patterson;

I have enclosed one signed original of the License Agreement Relating to Encroachment
on Easement authorizing the Sally Beauty Company, Inc. to encroach on the TMPA
Denton Steam/Corinth Transmission Easement T08-D12. The signed original is for your
file. I have retained the other for TMPA file.

During construction please stay in touch with Tom Chambers, TMPA Transmission
Supervisor regarding paragraph 3. of the Agreement. Tom's phone number is (936)
873-1125

Yours truly,

Hubert Nelson
Land Supervisor

Enclosure

Copy: Rick Gurley

hdn/vdn T08-D12 Sally Beauty License Agreement Revised

September 25, 2003

Mr. Hubert Nelson
Land Supervisor
Texas Municipal Power Agency
P.O. Box 7000
Bryan, Texas 77805

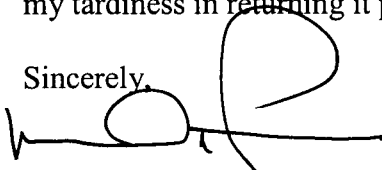
Dear Mr. Nelson:

I apologize for the delay in returning this document for signatures. This document got misplaced and was not discovered until recently that we still needed approvals from TMPA. I therefore struck the "within 30 days" and had initialed. If you are still in agreement, please have the document sign by the appropriate TMPA person and forward one original to my office at:

Michael Patterson
Director, Facilities Construction
Sally Beauty Company
3900 Morse Street
Denton, Texas 76208

Thanks again for your assistance for getting this document completed and please forgive my tardiness in returning it promptly for your approval.

Sincerely,

A handwritten signature in black ink, appearing to be "Michael A. Patterson", with a large, stylized loop at the end.

Michael A. Patterson
Director, Facilities Construction

940-297-3001

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: July 2, 2003

File Code: 109.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Koll Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in

compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, except as set forth in Exhibit A, unless approved in writing by TMPA, which approval will not be unreasonably withheld. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. **IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE WILLFUL MISCONDUCT) OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition recognizing use of the area as a parking lot pursuant to Exhibit A. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored overnight on the right of way during construction.
13. 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 thirty (30) days (or

such longer period not exceeding ninety (90) days that is reasonably necessary to cure the default with all reasonable diligence by User) after TMPA notifies User in writing of such default, TMPA 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 Facilities.

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 ~~within 30 days~~ for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

JN
NH

Yours truly,

Hubert Nelson

Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: *[Signature]*

Title: CFO & SVP

Date: SEPTEMBER 24, 2003

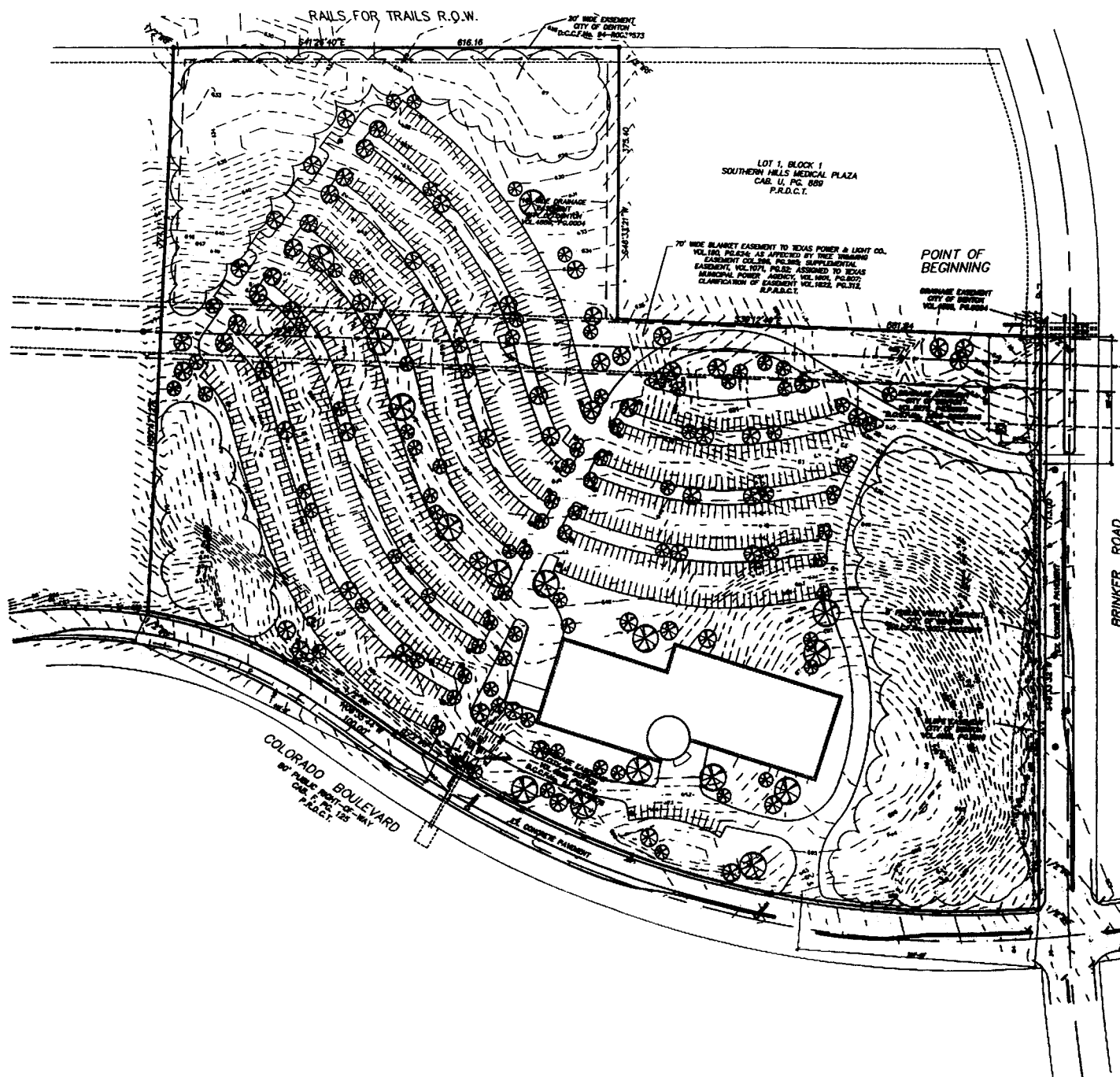
APPROVED:

Texas Municipal Power Agency

By: *[Signature]*

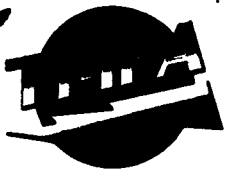
Title: General Manager

Date: September 30, 2003



SITE PLAN DIAGRAM D

N.T.S



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

February 14, 2003
File Code: T08-D12

Mark A. Laird, Tech Assistant
Real Estate & Capital Support Division
City Hall East
601 E. Hickory, Suite B
Denton, TX 76205

RE: Encroachment Agreement, Denton 8" Sanitary Sewer Line crossing TMPA's
Denton Steam-Corinth 138 kV Transmission Line

Dear Mr. Laird:

I have enclosed one executed original of the **License Agreement Relating to Encroachment on Easement**. Please contact Tom Chambers as indicated in Paragraph 3 of the License for construction information. Please call me if you have any further question.

Yours truly,

Land Supervisor

Enclosure (1)

hdn/hdn

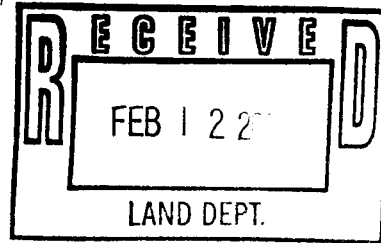


CITY HALL EAST • 601 E. HICKORY, SUITE B • DENTON, TEXAS 76205

(940) 349-8910 • FAX (940) 349-8951 • DFW METRO 434-2529

February 6, 2003

Mr. Hubert Nelson
Land Department
Texas Municipal Power Agency
P.O. Box 7000
Bryan, Texas 77805



Re: License Agreement between the City of Denton & the Texas Municipal Power Agency.

Dear Mr. Nelson:

Attached are two sets of originals, for the above referenced agreement, which have been executed by our city manager. Once the documents have been properly executed please return one set of originals to my attention and retain one set of originals for your records. Your assistance in this matter is greatly appreciated.

If you have any questions or comments, I may be reached at (940) 349-8924.

Sincerely,

Mark A. Laird
Technical Assistant
Real Estate & Capital Support Division

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: December 6, 2002

File Code: T-08, D-12

Re: Denton Steam-Corinth 138 kV Transmission Line

Dear Sir:

The City of Denton (hereinafter referred to as User) has requested permission to use the area within the boundaries of Texas Municipal Power Agency's (TMPA) Denton Steam -Corinth 138 kV Power Line Easement, located in Denton County, Texas for an 8" Sanitary Sewer Line crossing near Colorado Blvd. at tower 3/2 and a 7'x4' double box culvert extension into the easement approximately 55' N. of Brinker Rd.

TMPA is agreeable to the construction of the 8" Sewer Line and Box Culvert hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on or owns the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. To the extent permitted by law, user shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property whether or not arising from the sole or concurrent negligence or fault of TMPA or its employees, arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of dragline or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power line situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.

4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.
5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, building, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a

method approved by TMPA.

12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to The City of Denton, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

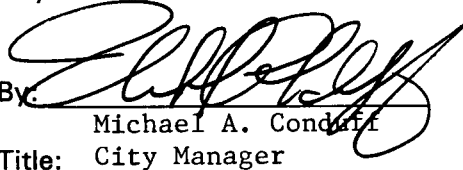
Yours very truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

City of Denton

By: 
Michael A. Condra
Title: City Manager

Date: January 21, 2003

APPROVED:

Texas Municipal Power Agency

By: 
Gary Parsons
Title: General Manager

Date: Feb. 13, 2003

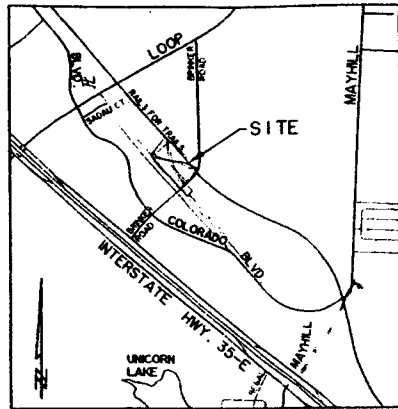
Encroachment: Denton Steam - Corinth

APPROVED AS TO FORM:
CITY ATTORNEY
CITY OF DENTON, TEXAS

BY: 

COLORADO BLVD

EXISTING
12" W.L.



VICINITY MAP

EXISTING 70' TEXAS POWER & LIGHT COMPANY EASEMENT
VOL. 190, PG. 624
AS AFFECTED BY TREE TRIMMING EASEMENT VOL. 296, PG. 285
AS AFFECTED BY SUPPLEMENTAL EASEMENT VOL. 1071, PG. 52
ASSIGNED TO TEXAS MUNICIPAL POWER AGENCY, VOL. 1601, PG. 807
AND AS AMENDED BY CLARIFICATION OF EASEMENT #1:
VOL. 1822, PG. 312 D.P.D.C.T.

TRACT 1, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

0 60 120 180 240

CONNECT TO
EXIST. 12" W.L.

BORE FOR 8"
W.L. CROSSING

EXISTING
SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

BORE FOR 8"
W.L. CROSSING

EXISTING DRAINAGE
EASEMENT

PROPOSED 16" PUBLIC
UTILITY ESMT.

MATCHLINE

EXISTING 70' TEXAS POWER

EXISTING POND

TRACT 1, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

PROP. 8"
SS STUB

PROP. 18"
W.L. STUB

PROP. 8" W.L.

PROPOSED
16" P.U.E.

PROPOSED
16" P.U.E.

EXISTING 20' UTILITY
AND DRAINAGE EASEMENT
DOC. No. 5480032573
R.P.R.D.C.T.

LOT 1, BLOCK 1
5.000 ACRES
(217,800 SQ. FT.)
ZONED REGIONAL CENTER
COMMERCIAL NEIGHBORHOOD

PROP. 8" SS LINE

PROP.
8" W.L.

PROP. 8"
SS STUB

3"x3' FIELD
INLET

PROPOSED 7.2'
PEDESTRIAN /
SIDEWALK ESMT
PROPOSED
49.5' P.U.E.

PROPOSED
37.5' P.U.E.

EXISTING SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

PROP. 8"
SS STUB

EXISTING 20"x40"
DRAINAGE EASEMENT

BRINKER ROAD

CL BRINKER RD.

EXISTING
SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

BORE FOR 8" SS
CROSSING AT
BRINKER ROAD

PHASE I
12" W.L.
USE EXISTING 15" STEEL
CASING PIPE FOR 8" W.L.
CROSSING

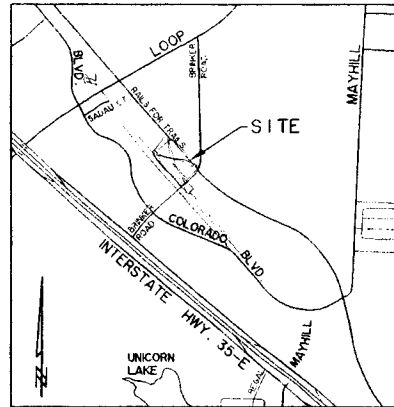
TRACT 1, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

EXISTING
16" W.L.

ESMT

COLORADO BLVD.

EXISTING
12" W.L.



VICINITY MAP

EXISTING 70' TEXAS POWER & LIGHT COMPANY EASEMENT
VOL. 190, PG. 624
AS AFFECTED BY TREE TRIMMING EASEMENT VOL. 296, PG. 285
AS AFFECTED BY SUPPLEMENTAL EASEMENT VOL. 1071, PG. 52
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VOL. 1822, PG. 312 D.R.D.C.T.

TRACT I, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

0 60 120 180 240

CONNECT TO
EXIST. 12" W.L.

80' R.O.W.

EXISTING
SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

BRINKER ROAD

BORE FOR 8"
W.L. CROSSING

EXISTING
SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

EXISTING 20'x40'
DRAINAGE EASEMENT

BORE FOR 8"
W.L. CROSSING

BORE FOR 8" SS
CROSSING AT
BRINKER ROAD

EXISTING DRAINAGE
EASEMENT

PROPOSED 16" PUBLIC
UTILITY ESMT.

MATCHLINE

EXISTING 70' TEXAS POWER
AND LIGHT CO. EASEMENT

EXISTING POND

TRACT I, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

PROP. 8"
SS STUB

PROP. 18"
W.L. STUB

PROP. 8" W.L.

PROPOSED
16" P.U.E.

PROPOSED
16" P.U.E.

EXISTING 20" UTILITY
AND DRAINAGE EASEMENT
DOC. No. 94R0032573
R.P.R.D.C.T.

LOT 1, BLOCK 1
5.000 ACRES
(217,800 SQ. FT.)
ZONED REGIONAL CENTER
COMMERCIAL NEIGHBORHOOD

PROP. 8" SS LINE

PROP. 1
8" W.L.

PROPOSED
37.5' P.U.E.

PROPOSED 7.2'
PEDESTRIAN /
SIDEWALK ESMT
PROPOSED
49.5' P.U.E.

EXISTING SLOPE EASEMENT
VOL. 4559, PG. 19
R.P.R.D.C.T.

PROP. 8"
SS STUB

3'x3' F
INLET

8" BORE FOR
W.L. CROSSING

USE EXISTING 15" STEEL
CASING PIPE FOR 8" W.L.
CROSSING

TRACT I, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.R.D.C.T.
ZONED: RCC-N

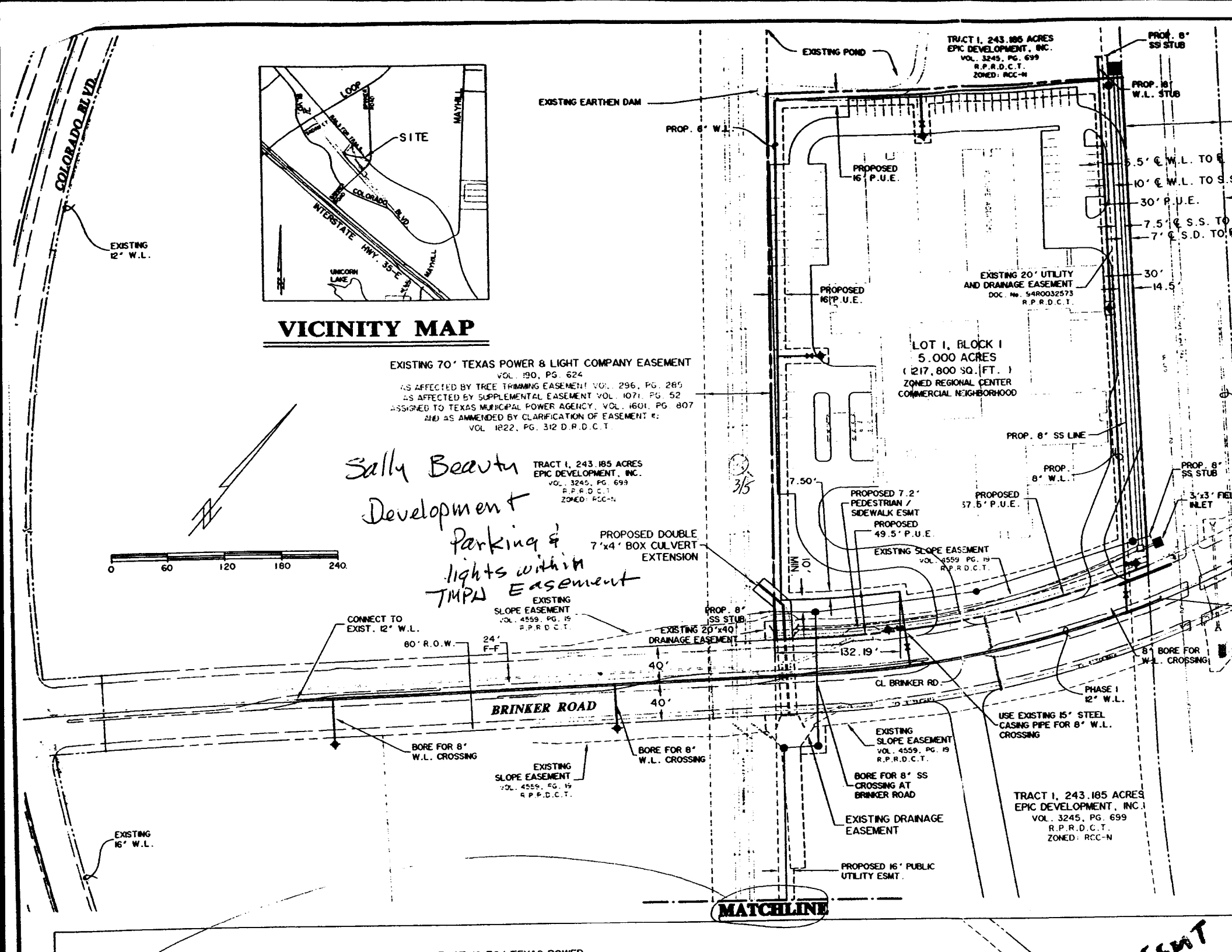
ESMT



Sally Beavtn
Development
Parking &
lights within
TMAP Easement
EXISTING

TRACT 1, 243.185 ACRES
EPIC DEVELOPMENT, INC.
VOL. 3245, PG. 699
R.P.O.C.1
ZONED: FCC-1

PROPOSED
7'x4' BOX



EXISTING 70' TEXAS POWER
AND LIGHT CO. EASEMENT
VOL. 190, PG. 624

AS AFFECTED BY TREE TRIMMING EASEMENT VOL. 296, PG. 285
AS AFFECTED BY SUPPLEMENTAL EASEMENT VOL. 1071, PG. 52
ASSIGNED TO TEXAS MUNICIPAL POWER AGENCY, VOL. 1601, PG. 807
AND AS AMENDED BY CLARIFICATION OF EASEMENT IN
VOL. 1822, PG. 312 D.R.D.C.T.

BUILD MANHOLE
OVER EXISTING
15" SS STUB
E = 592.15

ESMT
CROSS

25' PRIVATE
ACCESS ESMT.
E IN = 591.91

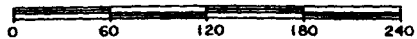
COLORADO BLVD.

PROP. 8" SS

PROPOSED 16' PUBLIC
UTILITY ESMT.

10.39'

PROP. 8" SS



10' P.U.E.



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

September 30, 2003
File: 109.07.01 T08-D12

Michael A. Patterson
Director, Facilities Construction
Sally Beauty Company, Inc.
P.O. Box 490
Denton, TX 76202

RE: Original signed License Agreement for Sally Beauty Land Development encroaching
on TMPA Denton Steam/Corinth Electric Transmission Line T08-D12

Dear Mr. Patterson;

I have enclosed one signed original of the License Agreement Relating to Encroachment
on Easement authorizing the Sally Beauty Company, Inc. to encroach on the TMPA
Denton Steam/Corinth Transmission Easement T08-D12. The signed original is for your
file. I have retained the other for TMPA file.

During construction please stay in touch with Tom Chambers, TMPA Transmission
Supervisor regarding paragraph 3. of the Agreement. Tom's phone number is (936)
873-1125

Yours truly,

Hubert Nelson
Hubert Nelson
Land Supervisor

Enclosure

Copy: Rick Gurley

hnd/hdn T08-D12 Sally Beauty License Agreement Revised

11/15/03 8:45 Called Carl, suggested go ahead
and contact Sally Beauty Co.
8:50 Called Sally Beauty Inc.
not working No.
8:55 Called Rod Dev. Co. 314-696-7839
Barbara Dev 7836
314-696-1700
Recommended calling Michael
Patterson @ Sally Beauty, New No.
New # (940-297-3001)
3:05 Called Mike Patterson new # at
Sally Beauty, left message he
was out.

SALLY[®] BEAUTY COMPANY, INC.

Partner to the Professional

www.sallybeauty.com

September 25, 2003

Mr. Hubert Nelson
Land Supervisor
Texas Municipal Power Agency
P.O. Box 7000
Bryan, Texas 77805

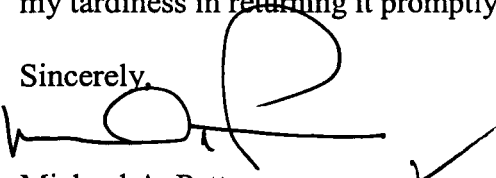
Dear Mr. Nelson:

I apologize for the delay in returning this document for signatures. This document got misplaced and was not discovered until recently that we still needed approvals from TMPA. I therefore struck the "within 30 days" and had initialed. If you are still in agreement, please have the document sign by the appropriate TMPA person and forward one original to my office at:

Michael Patterson
Director, Facilities Construction
Sally Beauty Company
3900 Morse Street
Denton, Texas 76208

Thanks again for your assistance for getting this document completed and please forgive my tardiness in returning it promptly for your approval.

Sincerely,



Michael A. Patterson
Director, Facilities Construction

P.O. Box 490 (76202)

3900 Morse St. (76208)

Denton, Texas

(940) 898-7500

now 940-397-3001
not a working No
11/15/05
3001 Colorado Blvd Denton 76210 Phone #

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: July 2, 2003

File Code: 109.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Koll Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in

*Possible
city street
after power
line*

compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, except as set forth in Exhibit A, unless approved in writing by TMPA, which approval will not be unreasonably withheld. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law. *Sally Beech responsibility*
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. **IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE WILLFUL MISCONDUCT) OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition recognizing use of the area as a parking lot pursuant to Exhibit A. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored overnight on the right of way during construction.
13. 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 thirty (30) days (or

such longer period not exceeding ninety (90) days that is reasonably necessary to cure the default with all reasonable diligence by User) after TMPA notifies User in writing of such default, TMPA 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 Facilities.

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 ~~within 30 days~~ for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

HN
Nelson

Yours truly,

Hubert Nelson

Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: *[Signature]*

Title: CFO & SVP

Date: SEPTEMBER 24, 2003

APPROVED:

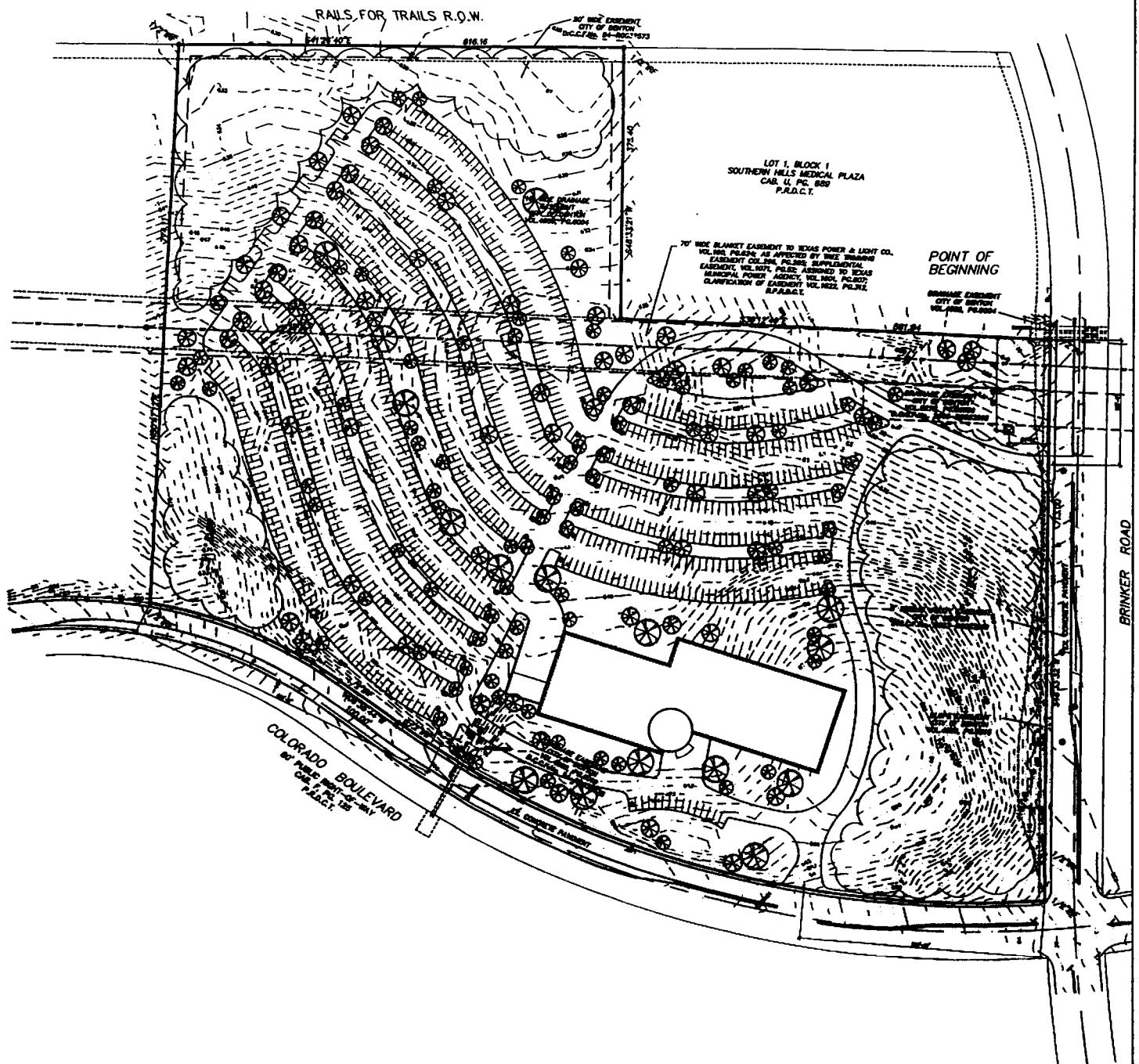
Texas Municipal Power Agency

By: *[Signature]*

Title: General Manager

Date: September 30, 2003

EXHIBIT "A"



SITE PLAN DIAGRAM D

N.T.S

Joe Perez

From: Heisner, Chris [cheisner@burnsmcd.com]
Sent: Monday, October 17, 2005 3:49 PM
To: Joe Perez
Subject: RE: Denton Steam - Pockrus Crossing

Joe,

This file is what we received from the surveyors, it didn't show the light at their station 123+70 but their point data had it so I added it to the layout for your purposes. The other light is at their station 124+90. I added labels to the lights to help you pin point their location. The reason I said their station is because it seems they turned TMPA stationing around on the spans they surveyed. I have corrected the stationing in PLS. Let me know if this gets you what you want.

Chris Heisner
Burns & McDonnell
1700 West Loop South
Suite 300
Houston, TX 77027
(713) 622-0227 Ext. 259
(713) 622-0224 FAX

Design, Build, Secure
www.utility-security.com
www.powerdeliveryteam.com

From: Joe Perez [mailto:jperez@texasmpa.org]
Sent: Thursday, October 13, 2005 1:56 PM
To: Heisner, Chris
Subject: RE: Denton Steam - Pockrus Crossing

Chris,

Is it possible for you to let us know exactly where the light poles are?
I need to know what the location is to see if the are in ROW of the line. I guess if you could take one of the poles that are in the parking lot as a reference then we will be able to have an exact distance and location of the light poles. We also need this to show it to the owner of the facility. A possible lay out would be nice.

Thanks

Joe Perez
Transmission Engineer
Texas Municipal Power Agency
jperez@texasmpa.org
phone # 936-873-1190

-----Original Message-----

From: Heisner, Chris [mailto:cheisner@burnsmcd.com]
Sent: Wednesday, October 05, 2005 2:37 PM
To: Joe Perez
Subject: RE: Denton Steam - Pockrus Crossing

Joe,

I talked it over with David and we were wondering if it would be possible for you to send a crew to the crossing and have them take detailed measurements of the arm mounting bracket. If so we would like them to take pictures as they measure the bracket so there will not be any misunderstanding on what was

11/15/2005

measured. If this is not an option would TMPA accept using pole bands to mount the post insulators to the structure? If you would like to discuss these options please let me know.

I also wanted to let you know that while I was checking clearances for the crossing with the new survey data I found two parking area light poles with clearance issues. They are in the ROW of the span to the north of the road crossing. One is approximately 23 feet from the centerline and the second is around 30 feet from the centerline. They are approximately 28 – 30 feet tall.

Thanks,

Chris Heisner
Burns & McDonnell
1700 West Loop South
Suite 300
Houston, TX 77027
(713) 622-0227 Ext. 259
(713) 622-0224 FAX

Design, Build, Secure
www.utility-security.com
www.powerdeliveryteam.com

From: Joe Perez [mailto:jperez@texasmpa.org]
Sent: Tuesday, October 04, 2005 10:30 AM
To: Heisner, Chris
Subject: RE: Denton Steam - Pockrus Crossing

Chris,
I looked for the prints you requested and I could not find any of them. I talked to Tom and he said that we don't have steel drawings for that line because TMPA did not build it.
Let me know if you can proceed without the drawings and how that can be done.
Thanks

Joe Perez
Transmission Engineer
Texas Municipal Power Agency
jperez@texasmpa.org
phone # 936-873-1190

-----Original Message-----

From: Heisner, Chris [mailto:cheisner@burnsmcd.com]
Sent: Tuesday, October 04, 2005 8:09 AM
To: Joe Perez
Subject: Denton Steam - Pockrus Crossing

Joe,
Could you send me the fabrication detail drawings for the Double Circuit Steel Pole Style "A" & "B"? It isn't official but I believe using post insulators will give us adequate clearance at the crossing and I need fabrication drawings to see what it would take to mount the post insulators at the arm attachment points. If it helps, the drawing number I have is TD 55327 and it is from line T-08. Let me know if you need any other information to help locate the drawings I need.

Thanks,

Chris Heisner
Burns & McDonnell
1700 West Loop South
Suite 300

11/15/2005

Houston, TX 77027
(713) 622-0227 Ext. 259
(713) 622-0224 FAX

Design, Build, Secure
www.utility-security.com
www.powerdeliveryteam.com

KOLL

DEVELOPMENT COMPANY

Fax Cover Sheet

DATE: May 23, 2003 **Direct:** 214-696-7839

TO: Mr. Hubert Nelson
Texas Municipal Power Agency

FROM: Donald L. Mills

PAGES: 4 (including cover page)

FAX #: 936-873-1100 **PHONE #:** 936-873-1141

COMMENTS: Mr. Nelson-

My client, Sally Beauty Company, has reviewed the License Agreement Relating To Encroachment On Easement presented by the TMPA and requests several revisions be made to ensure a balanced document. Would you please review the attached mark up and let me know if the proposed changes are acceptable to TMPA. If you would like to discuss this, please feel free to give me a call at 214-696-7839.

Thanks,
Don Mills

Please call (214) 696-1700 if you have trouble receiving this facsimile.

8411 PRESTON ROAD, SUITE 700, DALLAS, TEXAS 75225 PHONE: (214) 696-1700 / FAX: (214) 373-3108

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: April 24, 2003

File Code: 108.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Kall Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas. (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
(BUT NOT THE GROSS NEGLIGENCE OR
WILLFUL MISCONDUCT)
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities, in the sole

Judgment of TMPA, do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law. *which approval will not be unreasonably withheld.*
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking. *Except as set forth in Exhibit A,*
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF TMPA. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way. *(BUT NOT TILL CROSS NEGLIGENCE OR WILFUL MISCONDUCT)*
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area. *recognizing use of the area as a parking lot, pursuant to Exhibit A.*
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA. *gravel pit*
12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 thirty (30) days after TMPA notifies User of such default, TMPA 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 Facilities. *(or such longer period necessary to accomplish cure default)*

in writing

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____

TIEMANN, SHAHADY & BLACKMAN, P.C.

PO BOX 1190 • PFLUGERVILLE, TX 78691-1190
MAIN: 512-251-8510 • FAX: 512-251-8540

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
HUBERT NELSON	RICHARD L. HAMALA
FAX NUMBER:	DATE:
936-873-1188	SEPTEMBER 30, 2003
COMPANY:	TOTAL NO. OF PAGES INCLUDING COVER:
TPMA	
PHONE NUMBER:	SENDER'S DIRECT NUMBER:
936-873-1141	512-251-1920
RE: LICENSE AGREEMENT -	SENDER'S REFERENCE NUMBER:
KENDAL WRIGHT	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Hubert,

Here is the initialed license agreement for Sally Beauty Company.

Note that the agreement calls for the attachment of Exhibit A. Make sure that you attach the exhibit to the document that Gary signs.

Richard Hamala

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified any distribution, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

**SALLY BEAUTY
COMPANY, INC.***Partner to the Professional*www.sallybeauty.com

September 25, 2003

Mr. Hubert Nelson
Land Supervisor
Texas Municipal Power Agency
P.O. Box 7000
Bryan, Texas 77805

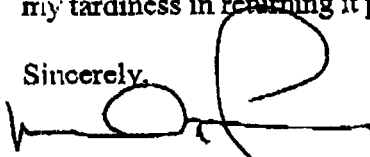
Dear Mr. Nelson:

I apologize for the delay in returning this document for signatures. This document got misplaced and was not discovered until recently that we still needed approvals from TMPA. I therefore struck the "within 30 days" and had initialed. If you are still in agreement, please have the document sign by the appropriate TMPA person and forward one original to my office at:

Michael Patterson
Director, Facilities Construction
Sally Beauty Company
3900 Morse Street
Denton, Texas 76208

Thanks again for your assistance for getting this document completed and please forgive my tardiness in returning it promptly for your approval.

Sincerely,



Michael A. Patterson
Director, Facilities Construction

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: July 2, 2003

File Code: 109.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Koll Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in

compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, except as set forth in Exhibit A, unless approved in writing by TMPA, which approval will not be unreasonably withheld. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. **IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY (BUT NOT THE WILLFUL MISCONDUCT) OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition recognizing use of the area as a parking lot pursuant to Exhibit A. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored overnight on the right of way during construction.
13. 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 thirty (30) days (or

such longer period not exceeding ninety (90) days that is reasonably necessary to cure the default with all reasonable diligence by User) after TMPA notifies User in writing of such default, TMPA 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 Facilities.

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 ~~within 30 days~~ for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours truly,

Hubert Nelson

Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: *[Signature]*

Title: CFO & SVP

Date: September 24, 2003

APPROVED:

Texas Municipal Power Agency

By: *[Signature]*

Title:

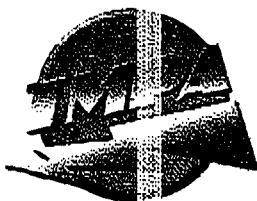
Date:

RLT
9/30/03

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2731
 CONNECTION TEL 915122518540
 CONNECTION ID
 ST. TIME 09/30 10:44
 USAGE T 01'55
 PGS. SENT 5
 RESULT OK



TEXAS MUNICIPAL POWER AGENCY

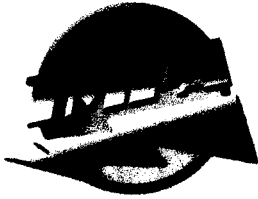
P.O. Box 7000, Bryan, TX 77805
 Direct Number: 936-873-1141

FACSIMILE TRANSMITTAL SHEET

TO: Carl Shahady	FROM: Hubert Nelson, Land Department
FAX NO.: (512) 251-8540	DATE: September 30, 2003
COMPANY: Tiemman Law	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER: (512) 252-2140	SENDER'S FAX NUMBER: (936) 873-1188
RE: License Agreement Relating to Encroachment on Easement, Sally Beauty Parking Lot.	SENDER'S REFERENCE NO. T08-D12 Denton Steam to Corinth 138 KV

URGENT	FOR REVIEW	PLEASE COMMENT	PLEASE REPLY	PLEASE RECYCLE
	X	X	X	

NOTES/COMMENTS: Carl, I have attached the signed document concerning the original License Agreement Relating to Encroachment on Easement for the Sally Beauty Co. Please initial for Gary's signature.
 Hubert



TEXAS MUNICIPAL POWER AGENCY

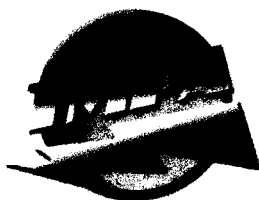
P.O. Box 7000, Bryan, TX 77805
Direct Number: 936-873-1141

FACSIMILE TRANSMITTAL SHEET

TO: Carl Shahady	FROM: Hubert Nelson, Land Department
FAX NO.: (512) 251-8540	DATE: September 30, 2003
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RE: License Agreement Relating to Encroachment on Easement, Sally Beauty Parking Lot.	SENDER'S REFERENCE NO. T08-D12 Denton Steam to Corinth 138 KV

☐	☐	☐	☐	☐	☐
URGENT	FOR REVIEW	PLEASE COMMENT	PLEASE REPLY	PLEASE RECYCLE	
	X	X	X		

NOTES/COMMENTS: Carl, I have attached the signed document concerning the original License Agreement Relating to Encroachment on Easement for the Sally Beauty Co. Please initial for Gary's signature.
Hubert



TEXAS MUNICIPAL POWER AGENCY

P.O. Box 7000, Bryan, TX 77805

Direct Number: 936-873-1141

FACSIMILE TRANSMITTAL SHEET

TO: Don Mills	FROM: Hubert Nelson, Land Department
FAX NO.: (214) 373-3108	DATE: February 12, 2003
COMPANY: KOLL Development Company	TOTAL NO. OF PAGES INCLUDING COVER: 4
PHONE NUMBER: (214) 696-1700	SENDER'S FAX NUMBER: (936) 873-1188
RE: License Agreement Relating to Encroachment on Easement, Sally Beauty Parking Lot.	SENDER'S REFERENCE NO. T08-D12 Denton Steam to Corinth 138 KV

☐	☐	☐	☐	☐	☐
URGENT	FOR REVIEW	PLEASE COMMENT	PLEASE REPLY	PLEASE RECYCLE	
	X	X	X		

NOTES/COMMENTS: Don, I have attached our attorney's comments regarding your request concerning the original License Agreement Relating to Encroachment on Easement. Let me know if this will meet with your clients approval.

Thanks,
Hubert

TIEMANN, SHAHADY & BLACKMAN, P.C.

PO BOX 1190 • PFLUGERVILLE, TX 78691-1190
MAIN: 512-251-8510 • FAX: 512-251-8540

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
HUBERT NELSON	RICHARD L. HAMALA
FAX NUMBER:	DATE:
936-873-1188	MAY 24, 2003
COMPANY:	TOTAL NO. OF PAGES INCLUDING COVER:
TMPA	
PHONE NUMBER:	SENDER'S DIRECT NUMBER:
936-873-1141	512-251-1920
RE: LICENSE AGREEMENT	SENDER'S REFERENCE NUMBER:
SALLY BEAUTY COMPANY	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

REVISED COMMENTS

Here are my comments with regard to the changes proposed by Sally Beauty Company:

The changes proposed to Paragraphs 2, 4, 5, 9 and 12 are acceptable.

The change proposed to Paragraph 7 is not acceptable. The exclusion of gross negligence is not acceptable. The insertion of the words "(BUT NOT THE WILLFUL MISCONDUCT)" at the same location is proposed as an alternative.

With regard to Paragraph 13, the addition of the words "in writing" is acceptable. However the parenthetical clause proposed to be inserted after "thirty (30) days" is not acceptable because it does not have a definite time limit. As an alternative I propose the insertion of the following clause at the same location: "(or such longer period not exceeding ninety (90) days that is reasonably necessary to cure the default with all reasonable diligence by User)"

Let me know if you have any questions about these comments.

Richard Hamala

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified any distribution, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

05/23/03 FRI 11:20 FAX 409 873 1184 ADMIN
 05/23/03 FRI 09:09 FAX 214 373 3108 KREG SW
 Sent By: SALLY BEAUTY CO. TREASURY DEPT.; 940 484 8114;

May-22-03 10105AM;

Page 3

017
002

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: April 24, 2003

File Code: 108.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Kall Development Co. Agent for Sally Beauty Co. Inc. Land Development at Binker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas. (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND JUDGMENTS, WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
(BUT NOT THE NEGLIGENCE OR NEGLIGENCE OF USER)
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities, in the case

05/23/03 FRI 11:21 FAX 409 873 1184

ADMIN

05/23/03 FRI 09:10 FAX 214 373 3108

KREG SW

Sent By: SALLY BEAUTY CO. TREASURY DEPT.; 940 484 8114;

May-22-03 10:05AM;

Page 4/8

0018

0003

OK. RLH

judgmented. TMPA, do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

OK
RLH
✓

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, unless approved in writing by TMPA. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law.

OK.
RLH

6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking.

except as set forth in Exhibit A,

7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF TMPA. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.

delete
gross
negligence

8. Blasting is not permitted on the TMPA right of way. (BUT NOT THE EASEMENT - BE CAREFUL MISCORRECT)

9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.

10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.

OK. RLH

11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.

even night OK. RLH

12. Construction equipment and materials shall not be stored on the right of way during construction.

13. 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 thirty (30) days after TMPA notifies User of such default, TMPA 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 Facilities.

in writing,

2

OK. RLH

replace

(or such longer period not exceeding ninety (90) days that is reasonably necessary to cure the default with all reasonable diligence by User)

MAY-24-03 SAT 10:00 AM

FAX NO.

P. 04

05/23/03 FRI 11:21 FAX 409 873 1184

ADMIN

019

05/23/03 FRI 09:11 FAX 214 373 3108

KREG SW

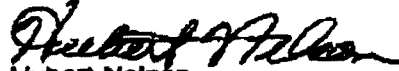
Sent By: SALLY BEAUTY CO. TREASURY DEPT.; 540 484 8114;

May-22-03 10:08AM;

Page 3/8 004

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours truly,


Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____

TIEMANN, SHAHADY & BLACKMAN, P.C.

PO BOX 1190 • PFLUGERVILLE, TX 78691-1190
MAIN: 512-251-8510 • FAX: 512-251-8540

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
HUBERT NELSON	RICHARD J. HAMALA
FAX NUMBER:	DATE:
936-873-1188	MAY 29, 2003
COMPANY:	TOTAL NO. OF PAGES INCLUDING COVER: 5
TMPA	
PHONE NUMBER:	SENDER'S DIRECT NUMBER:
936-873-1141	512-251-1920
RE: LICENSE AGREEMENT -	SENDER'S REFERENCE NUMBER:
SALLY BEAUTY COMPANY	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Here is the original fax that you sent.

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified any distribution, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

MAY-29-03 THU 12:27 PM

FAX NO.

P. 02

05/23/03 FRI 11:20 FAX 409 873 1184
214 373 3108
05/23/03 FRI 09:09 FAX 214 373 3108

ADMIN

018

KREG SW

001

KOLL

DEVELOPMENT COMPANY

Fax Cover Sheet

DATE: May 23, 2003

Direct: 214-696-7839

TO: Mr. Hubert Nelson
Texas Municipal Power Agency

FROM: Donald L. Mills

PAGES: 4 (including cover page)

FAX #: 936-873-1141 **PHONE #:** 936-873-1141

COMMENTS: Mr. Nelson-

My client, Sally Beauty Company, has reviewed the License Agreement Relating To Encroachment On Easement presented by the TMPA and requests several revisions be made to ensure a balanced document. Would you please review the attached mark up and let me know if the proposed changes are acceptable to TMPA. If you would like to discuss this, please feel free to give me a call at 214-696-7839.

Thanks,
Don Mills

Please call (214) 696-1700 if you have trouble receiving this facsimile.

8411 PRESTON ROAD, SUITE 700, DALLAS, TEXAS 75225 PHONE: (214) 696-1700 / FAX: (214) 373-3108

05/23/03 FRI 11:20 FAX 409 873 1184 ADMIN
 05/23/03 FRI 09:09 FAX 214 373 3108 KREG SW
 Sent By: SALLY BEAUTY CO. TREASURY DEPT. 840 484 8114;

May-22-03 10:05AM;

Page 3

017
002

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: April 24, 2003

File Code: 108.T08-D12, TMPA Denton Steam to Corinth 138KV Transmission Line

Re: Kell Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinter Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas. (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, ^{(BUT NOT THE CASE NEGLIGENCE OR} ~~WILLFUL MISCONDUCT)~~ USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ~~EXPENSES~~ (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 782, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (836) 873-1125 or (836) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities, ~~in the case~~

05/23/03 FRI 11:21 FAX 409 873 1184 ADMIN
 05/23/03 FRI 09:10 FAX 214 373 3108 KREG SW
 Sent By: SALLY BEAUTY CO. TREASURY DEPT.; 940 484 8114;

May-22-03 10:05AM;

Page 4/8

018
 003

judgment of TMPA, do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

6. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, unless approved in writing by TMPA. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law. *which approval will not be unreasonably withheld.*
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be stored on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking. *as set forth in Exhibit A,*
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF TMPA. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way. *(BUT NOT THE CASE BECAUSE OF WILFUL MISCONDUCT)*
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area. *recognizing use of the area as a parking lot, pursuant to Exhibit A.*
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA. *approved*
12. Construction equipment and materials shall not be stored on the right of way during construction. *(or such longer period as may be necessary)*
13. 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 thirty (30) days after the TMPA notifies User of such default, TMPA 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 Facilities. *in writing*

05/23/03 FRI 11:21 FAX 409 873 1184

ADMIN

019

06/23/03 FRI 09:11 FAX 214 373 3108

KREG SW

sent By: SALLY BEAUTY CO. TREASURY DEPT.; 940 484 8114;

May-22-03 10:08AM;

Page 5/5 004

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours truly,


Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____

PROPOSED ENCROACHMENT APPLICATION FORM
LAND & RIGHT-OF-WAY

TEXAS MUNICIPAL POWER AGENCY
P. O. BOX 7000
BRYAN, TX 77805
ATTENTION: LAND DEPARTMENT

T08-D12

PROPERTY INFORMATION:

DATE OF APPLICATION: April 16, 2003

STREET ADDRESS: No current address located at the intersection of Colorado Blvd and Brinker Road in Denton, Texas

OWNERSHIP: Currently owned by Epic Development, Inc., the land is under contract to Sally Beauty Company, Inc. who makes this application

LEGAL DESCRIPTION: Legal Description is included on the attached survey of the property.

REQUESTOR INFORMATION: (Print or Type Only)

Donald L. Mills Koll Development Co. 214-696-7839 214-373-3108
Name: Individual Company Agent for: Sally Beauty Company, Inc. Phone No. Fax No.
8411 Preston Road Suite 700 Dallas, TX 75225
Address City State Zip Code

THE FOLLOWING INFORMATION MUST BE INCLUDED WITH THIS APPLICATION:

1. Drawings, building plans, surveys, and/or other pertinent information showing the proposed encroachment in relation to the easement into which the proposed encroachment will extend, including a north arrow, must be provided. The elevations of all Texas Municipal Power Agency (TMPA) overhead electrical facilities, as well as distances from the facilities to the proposed encroachment must also be provided. Profile plans must be included for all structures over two (2) feet in height. **Should you have questions concerning this application, please contact Hubert Nelson, Land Department, at (936) 873-1141.**
2. A non-refundable processing fee of \$250.00 made payable by check or money order to Texas Municipal Power Agency must accompany this application before it can be processed.

The submitted information will be reviewed by TMPA to determine whether in the sole opinion of TMPA, the proposed encroachment can be agreed to based on existing National Electrical Safety Codes and other reasonable requirements imposed by TMPA. If agreed to, a preliminary agreement will be provided stating that TMPA has reviewed the proposed encroachment and providing TMPA's tentative agreement of same based upon the assumption that the actual construction is in accordance with the proposed plans. The preliminary agreement will be valid for a period not to exceed 120 days from the date provided.

UPON COMPLETION OF ACTUAL CONSTRUCTION, THE FOLLOWING INFORMATION WILL NEED TO BE PROVIDED:

1. Two (2) original, certified surveys of the property, a maximum of 8-1/2" x 14", indicating all dimensions of the encroachment including a north arrow, must be provided. **The survey must include current ownership information, the legal description of the property (including recording information), and be signed and sealed by the Registered Professional Surveyor who performed the survey.**
2. FOR ANY STRUCTURE OVER TWO (2) FEET ABOVE GROUND LEVEL (OR FOR ANY PAVING, DECKING, ETC. IN AN EASEMENT THAT HAS OVERHEAD FACILITIES LOCATED WITHIN THE EASEMENT), TWO (2) COPIES OF AN ORIGINAL, CERTIFIED PROFILE SURVEY, IF NOT MADE A PART OF THE ABOVE SURVEY, MUST ALSO BE INCLUDED. The profile survey must include all structural projections such as chimneys, eaves, balconies, etc., and provide all vertical and horizontal dimensions, including the distances from TMPA's electrical facilities. For any pool encroachment, including decking only, the distance from TMPA's overhead facilities to the pool must be included.

If a Consent to Encroachment is approved, TMPA will prepare duplicate original instruments to be signed by the record owner(s) of the property. Both original instruments must be returned for signature by TMPA. One original will be returned and an original will be placed in TMPA ROW files.

Should the actual construction not match the proposed encroachment, TMPA will review the actual existing encroachment and the approval of the encroachment will be based solely on the actual encroachment, the preliminary agreement notwithstanding. Should the actual encroachment, in the sole opinion of TMPA, not comply with the National Electrical Safety Code clearance requirements, and/or other reasonable requirements imposed by TMPA. TMPA reserves the right to take whatever steps are necessary to protect TMPA's facilities, including facility adjustment or refusal of the encroachment request. Should the adjustment of TMPA facilities, in the sole opinion of TMPA, be necessitated by such encroachments, the cost of such adjustments will be borne by a party or parties other than TMPA and must be paid before a Consent to Encroachment instrument will be granted.

THIS APPLICATION IS NOT SOLICITED BY TEXAS MUNICIPAL POWER AGENCY AND IN NO WAY CONSTITUTES AN OFFER OF APPROVAL OR ACCEPTANCE OF ANY ENCROACHMENT. I CERTIFY THAT THE INFORMATION PROVIDED IS ACCURATE AND I REALIZE THAT ANY INACCURACY OR MISSING INFORMATION, INCLUDING FAILURE TO SIGN BELOW, MAY DELAY PROCESSING OR INVALIDATE THIS APPLICATION.

Signature of Requestor

Donald L. Mills 4/16/03
Sr. Vice President
Koll Development Company Agent For:
Sally Beauty Company, Inc.

Koll Development Company, LLC

20014

Texas Municipal Power Agency

708-D12

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
4-16-03	4/16/03	Encroachment Appl. S.	250.00		250.00
CHECK DATE	4-16-03	CHECK NUMBER	1259	TOTAL >	250.00
					250.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Koll Development Company, LLC

8411 Preston Road, Suite 700
Dallas, Texas 75225
214-696-1700

Guaranty Bank
Dallas, Texas

88-7066
3149

DATE
April 16, 2003

CHECK NO.
1259

AMOUNT
\$*****250.00

Pay: *****Two hundred fifty dollars and no cents

PAY
TO THE
ORDER OF
Texas Municipal Power Agency
P O Box 7000
Bryan, TX 77805

E. G. M. Maslow
Lathi White

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈000001259⑈ ⑆314970664⑆ 3801477518⑈

PageSouthernlandPageThe **Next** 100architecture
engineering
consulting
interiors**Facsimile Transmittal**

To **DON MILLS**
Firm **KOLL**
Fax **214/373-3104**
From **CHRIS BRUNDAGE**

Re **SALLY BEAUTY**
Project No. **303026**
Date/Time **3-26-03**
Pages

If you do not receive all of the pages of this fax,
please call the Receptionist at 214 522 3900

(including cover page)

Comments

3 SCHEMES FOR SALLY BEAUTY.
THANKS,
CHRIS BRUNDAGE

Page Southernland Page LLP
3500 Maple Ave
Dallas TX 75219 3931

TEL 214 522 3900
FAX 214 522 4380

Austin
Dallas
Houston
Washington DC

www.psp.com

SCHEME A
NOT TO SCALE

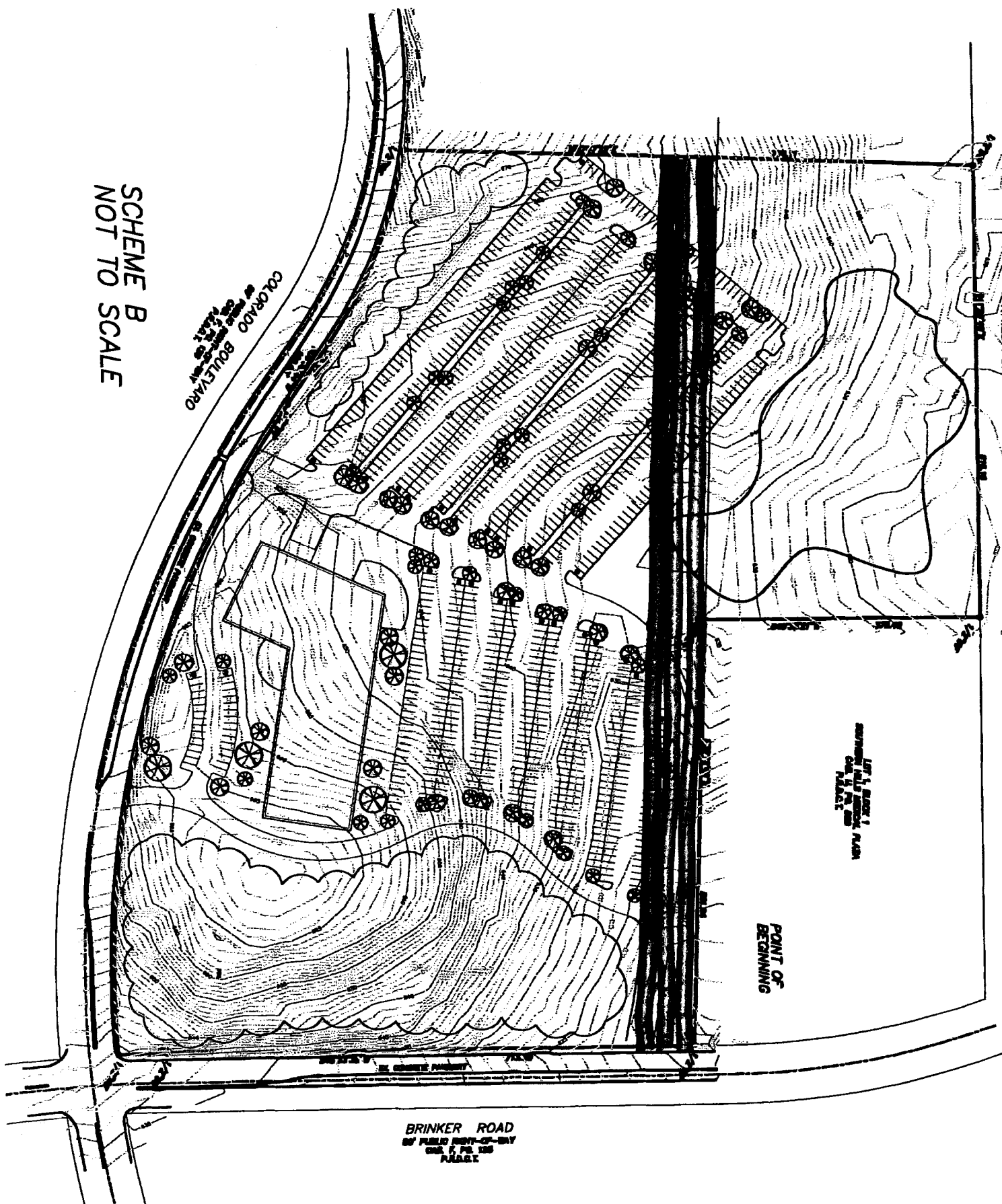
COLORADO BOULEVARD
at
BRINKER ROAD
PLANET

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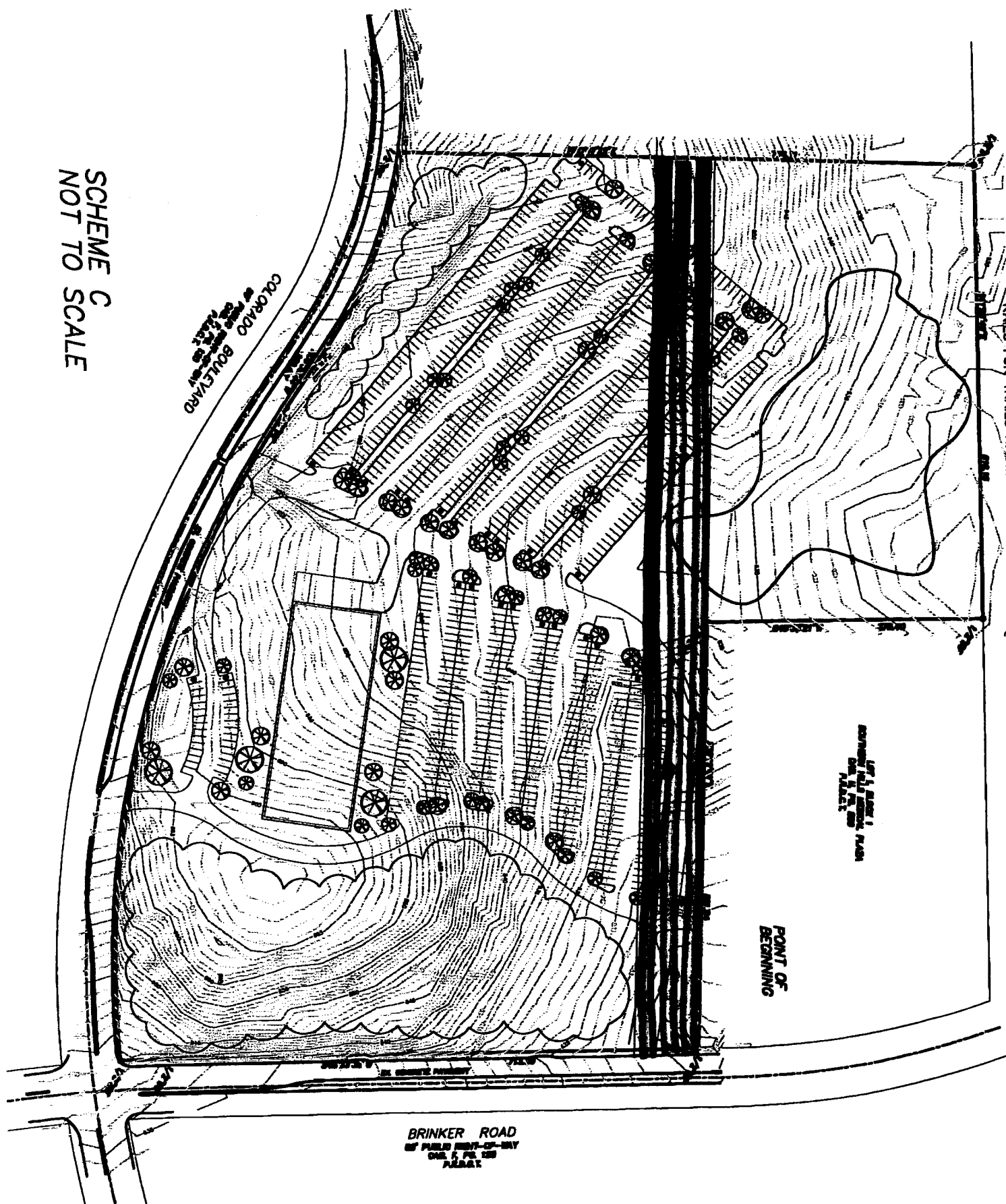
POINT OF
BEGINNING

BRINKER ROAD
BY PUBLIC RIGHT-OF-WAY
C&G, P. 120
PLANET

SCHEME B
NOT TO SCALE



SCHEME C
NOT TO SCALE





SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

April 24, 2003
File: 109.07.01. T08-D12

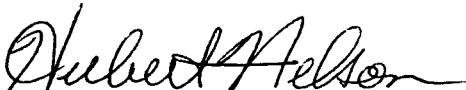
David Mills, Sr. Vice President
Knoll Development Company
8411 Preston Road, Suite 700
Dallas, TX 75225

RE: License Agreement for Sally Beauty Land Development under TMPA Denton
Steam/Corinth Electric Transmission Line T08-D12

Dear Donald Mills;

I have enclosed two originals of the License Agreement Relating to Encroachment on Easement authorizing the Sally Beauty Company, Inc. to encroach on the TMPA Denton Steam/Corinth Transmission Easement T08-D12. Please have someone representing the Sally Beauty Company, Inc. sign the Agreements and return them to us for final approval. I will return one signed original to you for your files.

Yours truly,


Land Supervisor

Enclosure (2)

hdn/hdn Sally Beauty License Agreement

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: April 24, 2003

File Code: 109.T08-D12, TMPA Denton Steam to Corinth 138kV Transmission Line

Re: Koll Development Co. Agent for Sally Beauty Co. Inc. Land Development at Brinker Rd. and Colorado Blvd. City of Denton, Denton County TX

Dear Sir:

Sally Beauty Company Inc. (hereinafter referred to as "User") has requested permission to use an area within the boundaries of the Denton Steam to Corinth Transmission Line Easement owned by the Texas Municipal Power Agency ("TMPA") in Denton County, Texas, for the construction and operation of an access drive and parking lot under the TMPA 138 kV Transmission Line on Easement T08-D12 in Denton County Texas. (hereinafter, the "Encroaching Facilities").

TMPA is agreeable to the construction of the Encroaching Facilities if the Encroaching Facilities are located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

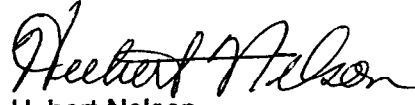
1. It is understood and agreed that TMPA holds only easement rights in the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement. Further, this Agreement is limited to the items specified above, included in the definition of "Encroaching Facilities", and does not extend to other items including but not limited to cable television lines, electric lines, or other underground or above ground utilities.
2. TO THE EXTENT PERMITTED BY LAW, USER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TMPA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES (INCLUDING ATTORNEYS FEES) DAMAGES, LOSSES AND JUDGMENTS WHETHER FOR BODILY INJURY INCLUDING DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR STRICT LIABILITY OF TMPA OR OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR INCIDENT TO THE PRESENCE, CONSTRUCTION, OPERATION AND MAINTENANCE OF ONE OR MORE OF THE ENCROACHING FACILITIES.
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. User agrees to operate and maintain the Encroaching Facilities in a safe manner, in compliance with all applicable laws and regulations, and in a manner that does not interfere with TMPA's transmission facilities. If in the future the Encroaching Facilities, in the sole

judgment of TMPA, do interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said Encroaching Facilities. TMPA shall notify User in writing that, within 90 days, the Encroaching Facilities must be removed at User's sole cost. If at the end of the 90 day period the Encroaching Facilities have not been removed, TMPA shall remove them at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the Encroaching Facilities. If the Encroaching Facilities are removed, TMPA will not unreasonably withhold consent for User to relocate the Encroaching Facilities within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA. User may construct the Encroaching Facilities within the easement and may place therein warning signs to the extent required by law.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement. Notwithstanding the foregoing, user may utilize the proposed encroachment for vehicular circulation and parking.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's Encroaching Facilities. **IT IS FURTHER AGREED THAT TMPA SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE ENCROACHING FACILITIES AS A RESULT OF TMPA'S USE OF ITS EASEMENT, REGARDLESS IF SUCH DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 thirty (30) days after TMPA notifies User of such default, TMPA 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 Facilities.

If the foregoing terms and conditions are acceptable to Sally Beauty Company Inc. please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

Sally Beauty Company Inc.

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____



DEVELOPMENT COMPANY

April 16, 2003

T08-D12

Mr. Hubert Nelson
Texas Municipal Power Agency
P. O. Box 7000
Bryan, TX 77805

Re: Sally Beauty Company, Inc.
New Denton, Texas Facility
Proposed Encroachment Application

Dear Hubert:

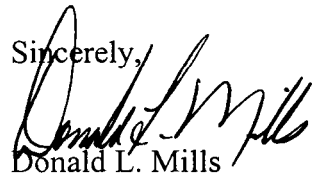
Attached please find the Proposed Encroachment Application Form documenting the request for approval by Sally Beauty Company, Inc. to encroach on a TMPA easement in Denton, Texas.

The proposed encroachment is generally parking lot space within the existing 70'-0 wide TMPA easement which runs across the site Sally Beauty has under contract to construct a new corporate facility. Within the easement are TMPA transmission line support towers roughly 65'-0 in height. Included with the application form are drawings that describe the encroachment. Also included is a check in the amount of \$250.00 for the application processing fee.

As stated above, Sally Beauty has the Denton site under contract. We are currently in a due diligence phase to ensure there are no obstacles to constructing the new facility on the site. We would appreciate your prompt review of our application and, if significant concerns arise, I request TMPA notify my office immediately.

If I can provide additional information or answer any questions, please do not hesitate to contact me. My direct phone line is 214-696-7839 and my e-mail address is dmills@kolldevelopment.com. Thanks in advance for your consideration of our application.

Sincerely,



Donald L. Mills
Sr. Vice President

DLM/dm

cc: file Mike Patterson James Williams Murray Newton



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

September 18, 2002
File Code: T-08, D-12

Ronald Ramirez, P.E.
Wier Associates
4300 Beltway Place Suite 130
Arlington, Texas 76018

Re: Denton Steam –Corinth 138KV Transmission Line Encroachment on Easement

Dear Mr. Ramirez:

I have enclosed two copies of the License Agreement Relating to Encroachment on Easement for your review and approval. If everything is in order, please have someone representing The City of Denton sign both copies of the Encroachment on Easement and return to me for approval by TMPA. I will have the copies executed and return a signed copy to you.

Sincerely,

Hubert Nelson
Land Supervisor

HN
Encroachment

9/24/02

*Call from Bert Guidry, P.E., Wier & Associates.
need to add the Double 1'4' Box culvert
encroachment off Brinker Rd.*

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: September 18, 2002

File Code: T-08, D-12

Re: Denton Steam-Corinth 138 kV Transmission Line

Dear Sir:

The City of Denton (hereinafter referred to as User) has requested permission to use the area within the boundaries of Texas Municipal Power Agency's (TMPA) Denton Steam - Corinth 138 kV Power Line Easement, located in Denton County, Texas for an 8" Sanitary Sewer Line crossing near Colorado Blvd. *at Tower 312* ~~Said Sewer Line crosses the TMPA Easement next to Tower No. 312 on the NE side of Colorado Boulevard.~~ *7' x 4' double for drainage and a double 4' x 7' hot culvert approx. 55' N. of Brinkley Rd.*

TMPA is agreeable to the construction of the 8" Sewer Line hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on or owns the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property whether or not arising from the sole or concurrent negligence or fault of TMPA or its employees, arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of dragline or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power line situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere

with the use or enjoyment of its easement rights, TMPA shall have the right to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, building, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.

13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to The City of Denton, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours very truly,

Hubert Nelson
Land Supervisor

ACCEPTED:

City of Denton

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

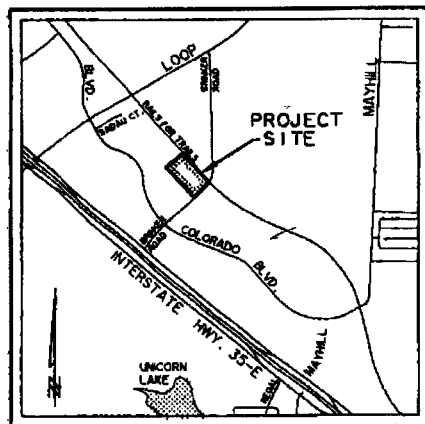
Title: General Manager

Date: _____

Encroachment: Denton Steam - Corinth

exh-esm11.dwg

15:47



VICINITY MAP



OFFSITE EASEMENT EXHIBIT SOUTHERN HILLS MEDICAL PLAZA

PREPARED BY:
WIA WIER & ASSOCIATES, INC.

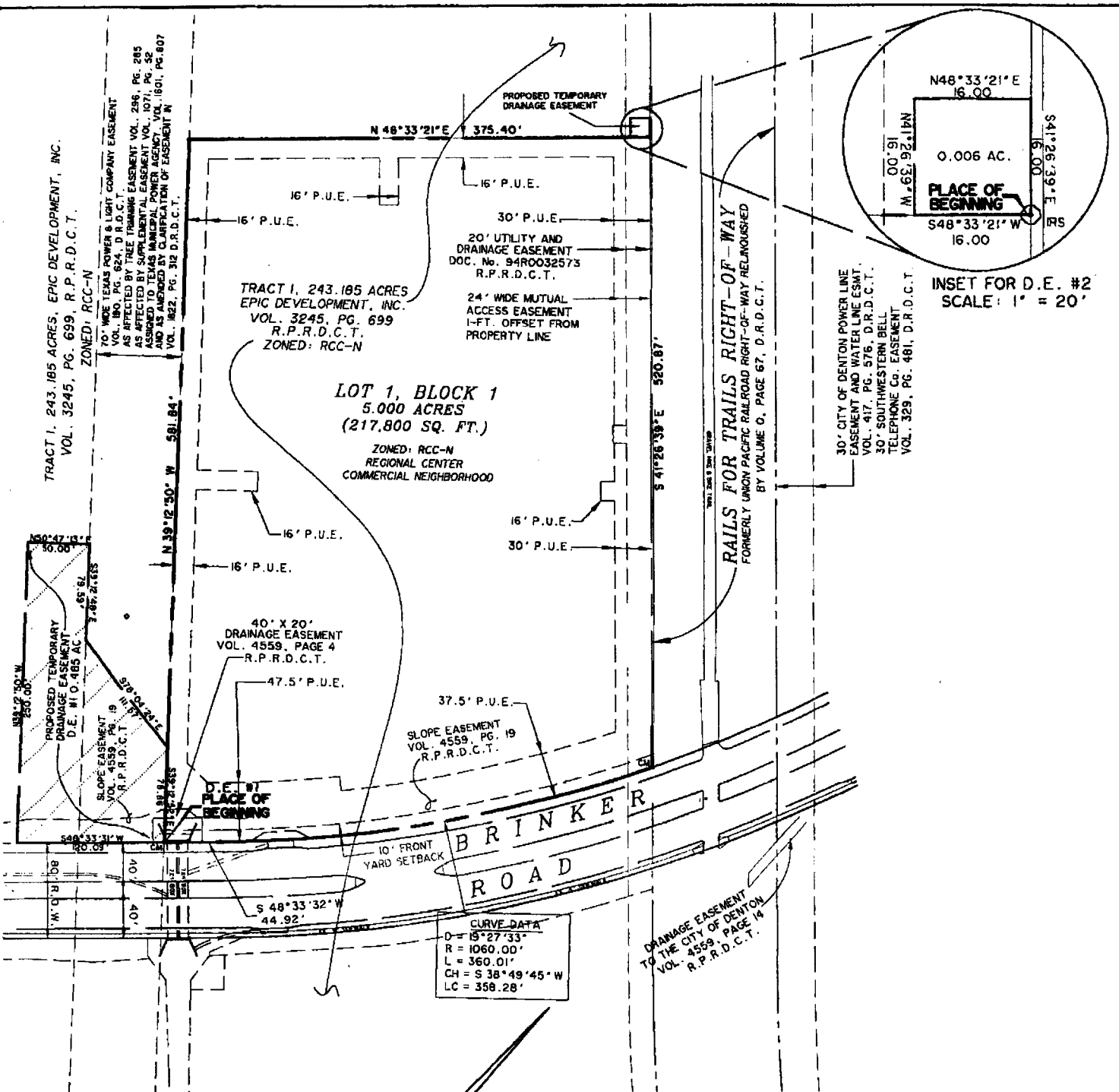
ENGINEERS SURVEYORS LAND PLANNERS

4300 BELTWAY PLACE SUITE 130 ARLINGTON, TEXAS 76018 METRO (817)467-7700

8721 5th STREET FRISCO, TEXAS 75034 METRO (214)387-8000

www.WierAssociates.com

SHEET 1 OF 3



SEP 24 '02 02:20PM WIER & ASSOCIATES

PROPOSED ENCROACHMENT APPLICATION FORM
LAND & RIGHT-OF-WAY

TEXAS MUNICIPAL POWER AGENCY
P. O. BOX 7000
BRYAN, TX 77805
ATTENTION: LAND DEPARTMENT

PROPERTY INFORMATION:

DATE OF APPLICATION:

SEPTEMBER 11, 2002

APPROVED
JWF
9/16/02

STREET ADDRESS:

on Colorado Blvd - 500' EAST of Brinker, Denton TX

OWNERSHIP:

City of Denton (after plat is filed, they take ownership)

LEGAL DESCRIPTION:

To be Determined

REQUESTOR INFORMATION: (Print or Type Only)

RONALD RAMIREZ, PE	WIER & ASSOCIATES	817-967-7700	817-967-7713
Name: Individual	Company	Phone No.	Fax No.
4300 Beltway Place Suite 130	Arlington,	TX	76018
Address	City	State	Zip Code

THE FOLLOWING INFORMATION MUST BE INCLUDED WITH THIS APPLICATION:

1. Drawings, building plans, surveys, and/or other pertinent information showing the proposed encroachment in relation to the easement into which the proposed encroachment will extend, including a north arrow, must be provided. The elevations of all Texas Municipal Power Agency (TMPA) overhead electrical facilities, as well as distances from the facilities to the proposed encroachment must also be provided. Profile plans must be included for all structures over two (2) feet in height. Should you have questions concerning this application, please contact Hubert Nelson, Land Department, at (936) 873-1141.
2. A non-refundable processing fee of \$250.00 made payable by check or money order to Texas Municipal Power Agency must accompany this application before it can be processed.

The submitted information will be reviewed by TMPA to determine whether in the sole opinion of TMPA, the proposed encroachment can be agreed to based on existing National Electrical Safety Codes and other reasonable requirements imposed by TMPA. If agreed to, a preliminary agreement will be provided stating that TMPA has reviewed the proposed encroachment and providing TMPA's tentative agreement of same based upon the assumption that the actual construction is in accordance with the proposed plans. The preliminary agreement will be valid for a period not to exceed 120 days from the date provided.

UPON COMPLETION OF ACTUAL CONSTRUCTION, THE FOLLOWING INFORMATION WILL NEED TO BE PROVIDED:

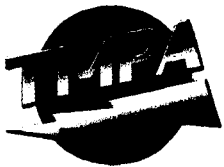
1. Two (2) original, certified surveys of the property, a maximum of 8-1/2" x 14", indicating all dimensions of the encroachment including a north arrow, must be provided. The survey must include current ownership information, the legal description of the property (including recording information), and be signed and sealed by the Registered Professional Surveyor who performed the survey.
2. FOR ANY STRUCTURE OVER TWO (2) FEET ABOVE GROUND LEVEL (OR FOR ANY PAVING, DECKING, ETC. IN AN EASEMENT THAT HAS OVERHEAD FACILITIES LOCATED WITHIN THE EASEMENT), TWO (2) COPIES OF AN ORIGINAL, CERTIFIED PROFILE SURVEY, IF NOT MADE A PART OF THE ABOVE SURVEY, MUST ALSO BE INCLUDED. The profile survey must include all structural projections such as chimneys, eaves, balconies, etc., and provide all vertical and horizontal dimensions, including the distances from TMPA's electrical facilities. For any pool encroachment, including decking only, the distance from TMPA's overhead facilities to the pool must be included.

If a Consent to Encroachment is approved, TMPA will prepare duplicate original instruments to be signed by the record owner(s) of the property. Both original instruments must be returned for signature by TMPA. One original will be returned and an original will be placed in TMPA ROW files.

Should the actual construction not match the proposed encroachment, TMPA will review the actual existing encroachment and the approval of the encroachment will be based solely on the actual encroachment, the preliminary agreement notwithstanding. Should the actual encroachment, in the sole opinion of TMPA, not comply with the National Electrical Safety Code clearance requirements, and/or other reasonable requirements imposed by TMPA. TMPA reserves the right to take whatever steps are necessary to protect TMPA's facilities, including facility adjustment or refusal of the encroachment request. Should the adjustment of TMPA facilities, in the sole opinion of TMPA, be necessitated by such encroachments, the cost of such adjustments will be borne by a party or parties other than TMPA and must be paid before a Consent to Encroachment instrument will be granted.

THIS APPLICATION IS NOT SOLICITED BY TEXAS MUNICIPAL POWER AGENCY AND IN NO WAY CONSTITUTES AN OFFER OF APPROVAL OR ACCEPTANCE OF ANY ENCROACHMENT. I CERTIFY THAT THE INFORMATION PROVIDED IS ACCURATE AND I REALIZE THAT ANY INACCURACY OR MISSING INFORMATION, INCLUDING FAILURE TO SIGN BELOW, MAY DELAY PROCESSING OR INVALIDATE THIS APPLICATION.

Signature of Requestor



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

RECEIVED

AUG 26 2002

WIER & ASSOC. - ARL.

August 23, 2002

Bert Guidry, P.E.
Wier & Associates, Inc.
4300 Beltway Place, Suite 130
Arlington, TX 76018-1097

RE: Proposed Encroachment Application Form

Dear Bert Guidry:

The enclosed form is for your use to explain the project to TMPA. Please complete the form with as much detail as you can so we can locate the specific easements where you want to encroach with the proposed 8" Sewer Line. There is a \$250.00 fee for processing the encroachment application and issuing a License Agreement Relating To Encroachment On Easement. A location map showing highways and other landmarks is always helpful. If you can give me the pole number of the nearest pole on TMPA ROW that would also be helpful. It appears from our initial review of the plan you sent that there is an existing power pole very close to the proposed Sewer Line. TMPA does not allow encroachment within 10 feet of their facilities without special consideration. Of course we will need copies of the proposed project construction plans. They can be preliminary at this point but we will need a set of as built plans when the project is completed.

Yours truly,


Land Supervisor

Enclosure (1)

hdn/hdn



WIER & ASSOCIATES, INC.

4300 Beltway Place, Suite 130 ☒
Arlington, TX 76018-1097
Metro (817) 467-7700
Fax Metro (817) 467-7713
www.WierAssociates.com

8721 5th Street
Frisco, TX 75034-4208
(214) 387-8000
Fax (214) 387-8002

LETTER OF TRANSMITTAL

TO: Texas Municipal Power Agency
Post Office Box 7000
Bryan, TX 77805

DATE: August 13, 2002

RE: Easement Crossing
Denton, TX

Attn: Hubert Nelson

Jeff/Tom 108
Please review for approval and initial if you approve.
Hubert
**APPROVED, PROVIDING
THEY COMPLY WITH
TMDL REQUIREMENTS
(WQ & VEGET. CLEARINGS)
JWF**
8/23/02

WE ARE SENDING:

COPIES	DATE	DESCRIPTION
1	08/06/02	Preliminary Utility Plan

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE.

☐ FOR YOUR USE ☐ FOR APPROVAL ☐ AS REQUESTED ☒ FOR REVIEW & COMMENT

VIA:

☐ U.S. MAIL ☐ HOLD FOR: _____
☐ FedEx/OVERNIGHT DELIVERY ☐ W&A - DELIVERY BY: _____ : _____
☐ COURIER BY: _____ : _____ RECEIVED: _____
WA Initials

REMARKS: I was told to speak to you about an easement crossing that would be done in conjunction with a project in Denton on which we are working. Enclosed is a blue line print of the preliminary utility plan which shows our proposed sanitary sewer alignment crossing your existing easement. Please review and/or forward this to appropriate parties. Please call if you need additional information.

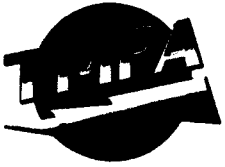
COPY TO: _____

FROM: Bert Guidry, P.E.

PREPARED BY: BFG

COPIES MADE: _____ W&A#: 02019 ☐ C ☐ D

[Please Initial]



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

August 23, 2002

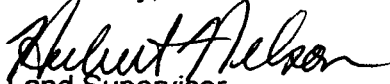
Bert Guidry, P.E.
Wier & Associates, Inc.
4300 Beltway Place, Suite 130
Arlington, TX 76018-1097

RE: Proposed Encroachment Application Form

Dear Bert Guidry:

The enclosed form is for your use to explain the project to TMPA. Please complete the form with as much detail as you can so we can locate the specific easements where you want to encroach with the proposed 8" Sewer Line. There is a \$250.00 fee for processing the encroachment application and issuing a License Agreement Relating To Encroachment On Easement. A location map showing highways and other landmarks is always helpful. If you can give me the pole number of the nearest pole on TMPA ROW that would also be helpful. It appears from our initial review of the plan you sent that there is an existing power pole very close to the proposed Sewer Line. TMPA does not allow encroachment within 10 feet of their facilities without special consideration. Of course we will need copies of the proposed project construction plans. They can be preliminary at this point but we will need a set of as built plans when the project is completed.

Yours truly,


Land Supervisor

Enclosure (1)

hdn/hdn



City Hall East • 601 E. Hickory, Suite B • Denton, Texas 76205

Office (940) 349-8924 • Fax (940) 349-8951 • Metro (972) 434-2529

Facsimile Transmittal

December 6, 2002

TO: Hubert Nelson

Texas Municipal Power Agency
P.O. Box 7000
Bryan, Tx. 77805

FAX NUMBER: 936-873-1188

FROM: Mark A. Laird
City of Denton
Engineering dept. / Right-of-Way division

Number of Pages 5 including cover sheet

NOTE:

Attached to this Fax cover sheet are copies of the TMPA Electric Encroachment Agreement that was delivered to us for submittal to City Council approval. After having our Legal Department review this Agreement, they require the following statement be added to the beginning of item / paragraph # 2: [To the extent permitted by law] user shall defend, indemnify..... If you have any questions please contact me at one the above referenced numbers or address listed on this cover sheet. I have attached a copy of a agreement we work on together awhile back for an example.

THANK YOU

Mark A. Laird
Technical Assistant
Right-of-Way

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: September 27, 2002

File Code: T-08, D-12

Re: Denton Steam-Corinth 138 kV Transmission Line

Dear Sir:

The City of Denton (hereinafter referred to as User) has requested permission to use the area within the boundaries of Texas Municipal Power Agency's (TMPA) Denton Steam - Corinth 138 kV Power Line Easement, located in Denton County, Texas for an 8" Sanitary Sewer Line crossing near Colorado Blvd. at tower 3/2 and a 7'x4' double box culvert extension into the easement approximately 55' N. of Brinker Rd.

TMPA is agreeable to the construction of the 8" Sewer Line and Box Culvert hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on or owns the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property whether or not arising from the sole or concurrent negligence or fault of TMPA or its employees, arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of dragline or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power line situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere

with the use or enjoyment of its easement rights, TMPA shall have the right to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, building, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.

13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to The City of Denton, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours very truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

City of Denton

By: _____

Title: _____

Date: _____

APPROVED:

Texas Municipal Power Agency

By: _____

Title: General Manager

Date: _____

Encroachment: Denton Steam - Corinth

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: September 20, 2002

File Code: T-16, D-36

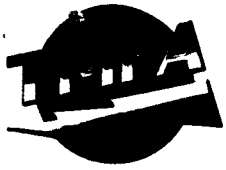
Re: W. Denton-Corinth 138 kV Transmission Line

Dear Sir:

The City of Denton (hereinafter referred to as User) has requested permission to use the area within the boundaries of Texas Municipal Power Agency's (TMPA) W. Denton - Corinth 138 kV Power Line Easement, located in Denton County, Texas for a 15" Sanitary Sewer Line crossing at the intersection of Teasley Road and Hickory Creek Road. Said Sewer Line crosses the TMPA Easement on the E. side of FM 2181 (Teasley Road) S. of the intersection.

TMPA is agreeable to the construction of the 15" Sewer Line hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on or owns the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
-  2. To the extent permitted by law, user shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property whether or not arising from the sole or concurrent negligence or fault of TMPA or its employees, arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of dragline or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power line situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.



SERVING THE CITIES OF BRYAN, DENTON, GARLAND & GREENVILLE

September 27, 2002
File Code: T-08, D-12

Ronald Ramirez, P.E.
Wier Associates
4300 Beltway Place Suite 130
Arlington, Texas 76018

Re: Denton Steam –Corinth 138KV Transmission Line Encroachment on Easement

Dear Mr. Ramirez:

I have enclosed two copies of the Revised License Agreement Relating to Encroachment on Easement for your review and approval. If everything is in order, please have someone representing The City of Denton sign both copies of the Encroachment on Easement and return to me for approval by TMPA. I will have the copies executed and return a signed copy to you.

Sincerely,

Hubert Nelson
Land Supervisor

HN ✓

Encroachment

LICENSE AGREEMENT RELATING TO ENCROACHMENT ON EASEMENT

Date: September 27, 2002
File Code: T-08, D-12

Re: Denton Steam-Corinth 138 kV Transmission Line

Dear Sir:

The City of Denton (hereinafter referred to as User) has requested permission to use the area within the boundaries of Texas Municipal Power Agency's (TMPA) Denton Steam – Corinth 138 kV Power Line Easement, located in Denton County, Texas for an 8" Sanitary Sewer Line crossing near Colorado Blvd. at tower 3/2 and a 7'x4' double box culvert extension into the easement approximately 55' N. of Brinker Rd.

TMPA is agreeable to the construction of the 8" Sewer Line and Box Culvert hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on or owns the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its employees and agents from and against any and all claims, expenses, (including attorney fees), damages, losses and judgments whether for bodily injury or damage to property whether or not arising from the sole or concurrent negligence or fault of TMPA or its employees, arising out of or incident to the presence, construction, operation and maintenance of the encroaching facility.
3. Use of dragline or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power line situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or (936) 873-2013, 48 hours prior to the use of any boom-type equipment on the TMPA easement.
4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere

with the use or enjoyment of its easement rights, TMPA shall have the right to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.

5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, building, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement. Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as near as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.

13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to The City of Denton, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours very truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

City of Denton

By: _____

Title: _____

Date: _____

APPROVED:

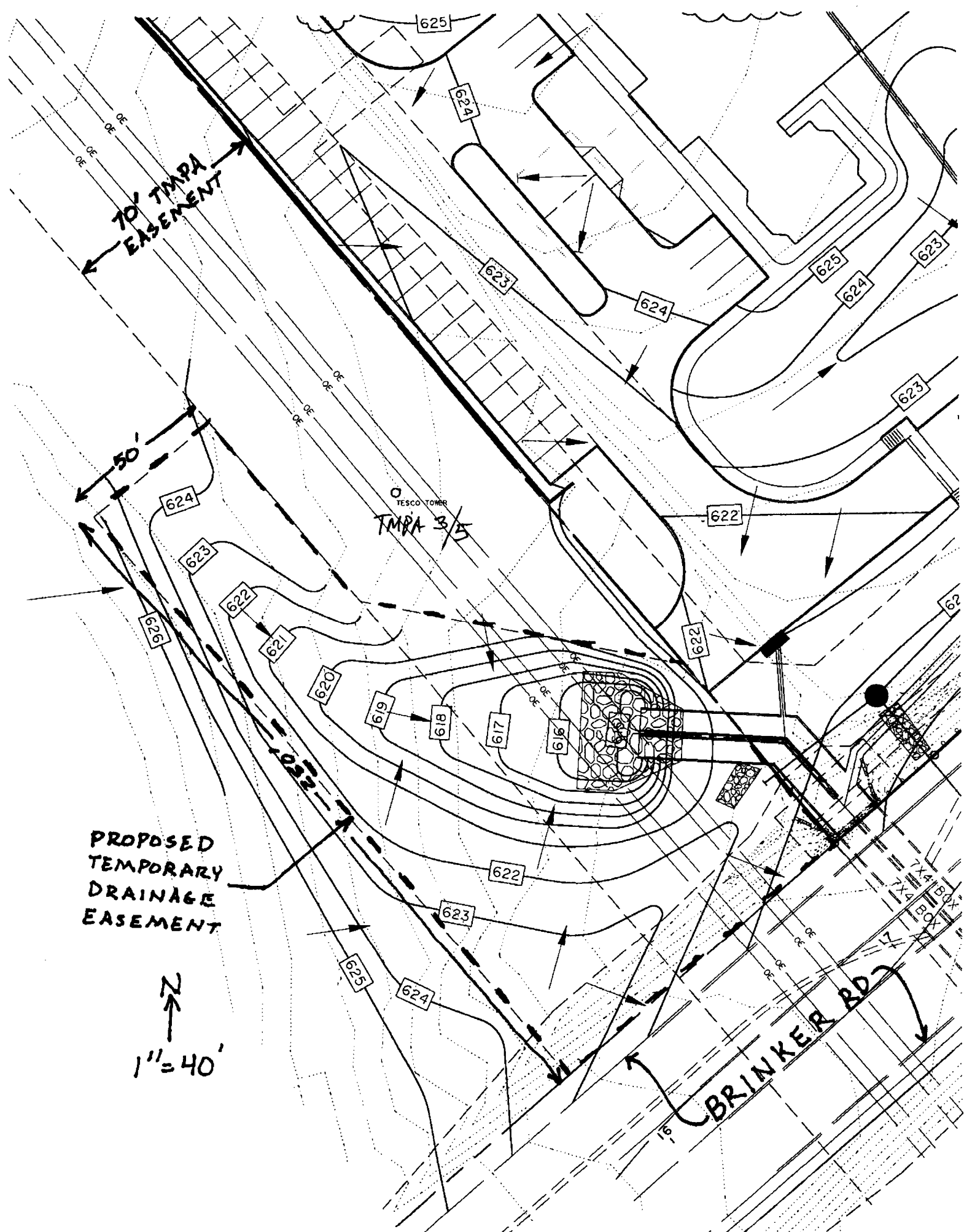
Texas Municipal Power Agency

By: _____

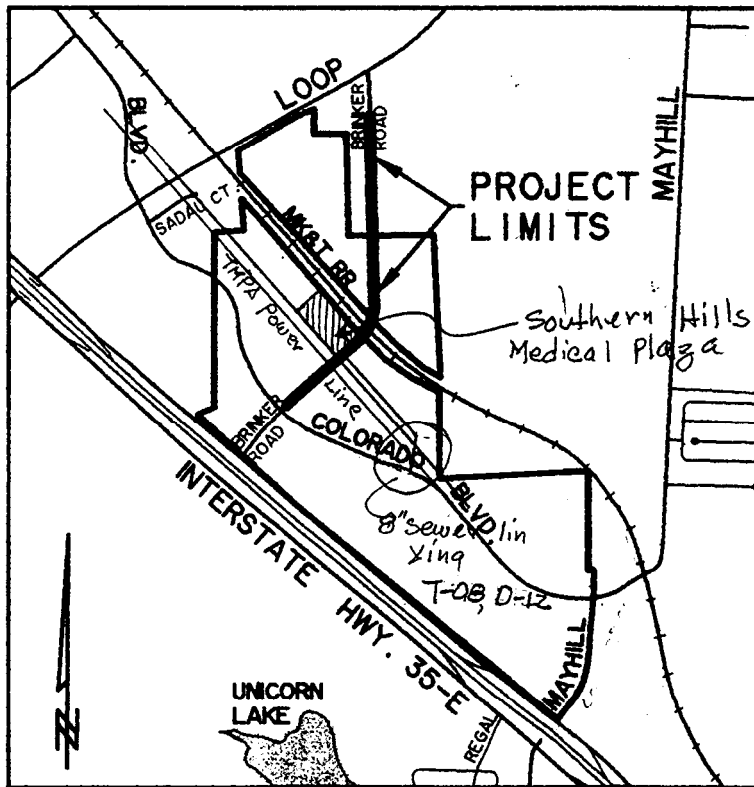
Title: General Manager

Date: _____

Encroachment: Denton Steam - Corinth



File: Denton Steam-Corinth D-12
T-08, D-12



VICINITY MAP



WIER & ASSOCIATES, INC.

CIVIL ENGINEERING

LAND SURVEYING

LAND PLANNING

4300 BELTWAY PLACE, SUITE 130
METRO (817) 467-7700



ARLINGTON, TX 76018-1097
METRO FAX (817) 467-7713

Please deliver to the attention of:

Name	Company	Area Code/Number
Hubert Nelson	TMPA	936-873-1188

FROM: Bert Guidry

DATE: September 24, 2002

TOTAL # OF PAGES 3
(INCLUDING THIS COVER SHEET)

W&A # 02019

☐ ORIGINAL WILL FOLLOW VIA:

- ☐ Regular Mail
- ☐ Hand Delivery
- ☐ Overnight

☒ ORIGINAL WILL NOT FOLLOW

ADDITIONAL MESSAGE:

Attached are two drawings showing the proposed drainage easement which we discussed this afternoon. Please review and let me know if there are any problems; otherwise, please proceed in revising the License agreement.

IF THIS TRANSMISSION IS INCOMPLETE OR UNREADABLE
PLEASE CALL METRO 817/467-7700 AS SOON AS POSSIBLE

TIEMANN, SHAHADY, BLACKMAN & HAMALA, P.C.

PO BOX 1190 • PFLUGERVILLE, TX 78691-1190
MAIN: 512-251-8510 • FAX: 512-251-8540

FACSIMILE TRANSMITTAL SHEET

TO: HUBERT NELSON

FROM:

CARL J. SHAHADY, ESQ.

FAX NUMBER: 936-873-1183

DATE: 2-12-03

COMPANY: TMPA

TOTAL NO. OF PAGES INCLUDING COVER:

2

PHONE NUMBER:

SENDER'S DIRECT NUMBER:

512-252-2140

RE: LICENSE AGREEMENT/DENTON

SENDER'S REFERENCE NUMBER:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

The information contained in this facsimile message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified any distribution, dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.

02/12/03 WED 10:38 FAX 409 873 1184

ADMIN

005

method approved by TMPA.

12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to The City of Denton, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

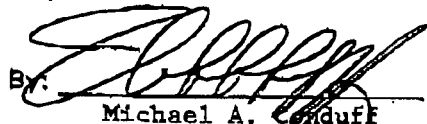
Yours very truly,



Hubert Nelson
Land Supervisor

ACCEPTED:

City of Denton

By: 

Title: CITY MANAGER

Date: January 21, 2003

APPROVED:

Texas Municipal Power Agency

CJS By: _____

Title: General Manager

Date: _____

Encroachment: Denton Stearns - Corinth

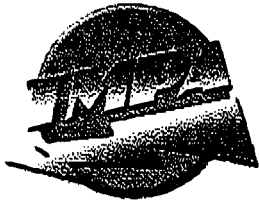
APPROVED AS TO FORM:
CITY ATTORNEY
CITY OF DENTON, TEXAS

BY: 

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2382
CONNECTION TEL 915122518540
CONNECTION ID
ST. TIME 02/12 10:37
USAGE T 02'07
PGS. SENT 6
RESULT OK

**TEXAS MUNICIPAL POWER AGENCY**

P.O. Box 7000, Bryan, TX 77805
Direct Number: 936-873-1141

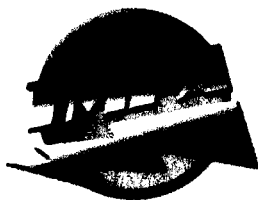
FACSIMILE TRANSMITTAL SHEET

TO: Carl Shahady	FROM: Hubert Nelson, Land Department
FAX NO.: (512) 251-8540	DATE: February 12, 2003
COMPANY: Tiemann Law Offices	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: (512) 252-2140	SENDER'S FAX NUMBER: (936) 873-1188
RE: License Agreement Relating to Encroachment on Easement, Denton 8" Sewer Line.	SENDER'S REFERENCE NO. T08-D12 Denton Sewer Line

URGENT	FOR REVIEW	PLEASE COMMENT	PLEASE REPLY	PLEASE RECYCLE
	X	X	X	

NOTES/COMMENTS: Carl, Response from Denton regarding the proposed 8" Sewer Line encroaching on TMPA's Denton Steam-Corinth Power Line. Please review and initial for Gary's Signature.

Thanks,
Hubert



TEXAS MUNICIPAL POWER AGENCY

P.O. Box 7000, Bryan, TX 77805

Direct Number: 936-873-1141

FACSIMILE TRANSMITTAL SHEET

TO: Carl Shahady	FROM: Hubert Nelson, Land Department
FAX NO.: (512) 251-8540	DATE: February 12, 2003
COMPANY: Tiemann Law Offices	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: (512) 252-2140	SENDER'S FAX NUMBER: (936) 873-1188
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☐	URGENT	☐	FOR REVIEW	☐	PLEASE COMMENT	☐	PLEASE REPLY	☐	PLEASE RECYCLE
			X		X		X		

NOTES/COMMENTS: Carl, Response from Denton regarding the proposed 8" Sewer Line encroaching on TMPA's Denton Steam-Corinth Power Line. Please review and initial for Gary's Signature.

Thanks,
Hubert

KOLL

T-08, D12
Denton Steam-Corinth

DEVELOPMENT COMPANY

March 27, 2003

Hubert Nelson
Texas Municipal Power Agency
P. O. Box 7000
Bryan, TX 77805

**Re: Denton, Texas Site
Construction Within TMPA Easement**

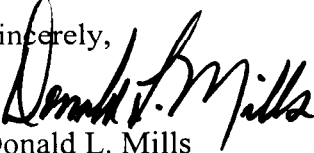
Dear Hubert:

It was a pleasure speaking with you this morning. As I mentioned, Koll Development Company is serving as the developer of a new corporate office for the Sally Beauty Company in Denton, Texas. The site currently under contract for the project has a seventy foot wide TMPA easement running across it's length. It is currently planned to construct concrete parking lots within portions of the easement. We want to follow the necessary procedures to secure TMPA's approval for such work.

As promised, attached please find a current boundary and topographic survey of the site as well as three preliminary site plans that give an early indication of how the project might be laid out. I would appreciate hearing any comments you have to the site plans after you have a chance to review them. As I mentioned on the phone, Sally Beauty has the site under contract and is in a due diligence period that allows thorough investigation of any and all site issues. If there prove to be serious concerns on the part of TMPA, we need to be aware of them as soon as possible as they may affect Sally Beauty's decision on whether to close on the property.

We look forward to working with TMPA during the planning and approval process for the project. If you have questions or need additional information, please do not hesitate to give me a call.

Sincerely,


Donald L. Mills
Sr. Vice President

DLM/dm

cc: file Mike Patterson James Williams Murray Newton

4/1/03
Rick,
If you approve please
initial and I will
proceed with the encroachment
agreement.
Thanks,
Hubert
OK. Rick Hurley 4-2-03

Hubert Nelson

From: Hubert Nelson
Sent: Thursday, February 09, 2006 9:42 AM
To: Joe Perez
Subject: Lights removed at T08, D-12 Denton Steam-Corinth 138 Kv Line

Joe,

This is to inform you that I received a phone call yesterday from Mike Patterson of Sally Beauty Co. Mike informed me that the lights encroaching on the Denton Steam-Corinth Transmission line D-12, T-08 have been removed and relocated outside the Transmission Line Easement.

Thanks
Hubert Nelson
TMPA Contract Land Management Specialist

2/9/2006

Stretching his hand out to catch the stars,
he forgets the flowers at his feet.
—Jeremy Bentham

27

Friday
January 2006

Daily Notes

27th Day 338 Left Week 4

6:00 To Denton

9:30 @-Segue for Tex DOT Utility
Conference - projects etc. &
allocations & processes for
Relocation and reimbursement.

12:00 Sally Beauty Co. off
parking lot lights on 138 Road
Brinker Rd.
Denton Stream/County line
lights were being relocated.

12:30-1:00 Lunch @ Sally's

1:00 Head home

5:00 home

564 miles Round Trip

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS
OLD 4-200-1111

CERTIFIED MAIL



7099 3400 0018 9423 1204
7099 3400 0018 9423 1204

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Hubert Nelson

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Michael Patterson
Sally Beauty Co
3001 Colorado Blvd
Denton, TX 76210

PS Form 3800, February 2000 See Reverse for Instructions.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael A. Patterson
Sally Beauty Co.
3001 Colorado Blvd
Denton, TX 76210

2. Article Number (Copy from service label)

7099 3400 0018 9423 1204

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
---------------------------------------	---------------------

C. Signature

X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

☒ Certified Mail	☐ Express Mail
☐ Registered	☐ Return Receipt for Merchandise
☐ Insured Mail	☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt

102595-99-M-1789



Serving the Cities of Bryan, Denton, Garland & Greenville

November 21, 2005
File: 109.07.01 T08-D12

Michael A. Patterson
Sally Beauty Company
Director, Facilities Construction
3001 Colorado Blvd.
Denton, TX 76210

940-397-3001

Called him 12/27/05 to follow up on this letter. He was out, I left message for him to call me back -

12/27/05 Patterson called back - They have been getting price on work to relocate 4 poles on the site, will call when work starts about 3 weeks.

RE: September 2003 License Agreement for Sally Beauty Land Development encroaching on TMPA Denton Steam/Corinth Electric Transmission Line T08-D12.

Dear Mr. Patterson;

It has come to my attention through TMPA's Electric Transmission Contractor Burns & McDonnell who is working on the Engineering Plans for the replacement of a section of TMPA'S Transmission Line that crosses the Sally Beauty Co. Parking Lot that light structures have been constructed that encroach upon the TMPA Transmission Easement.

Section 5. of the 2003 License Agreement states "It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs, except as set forth in Exhibit A"

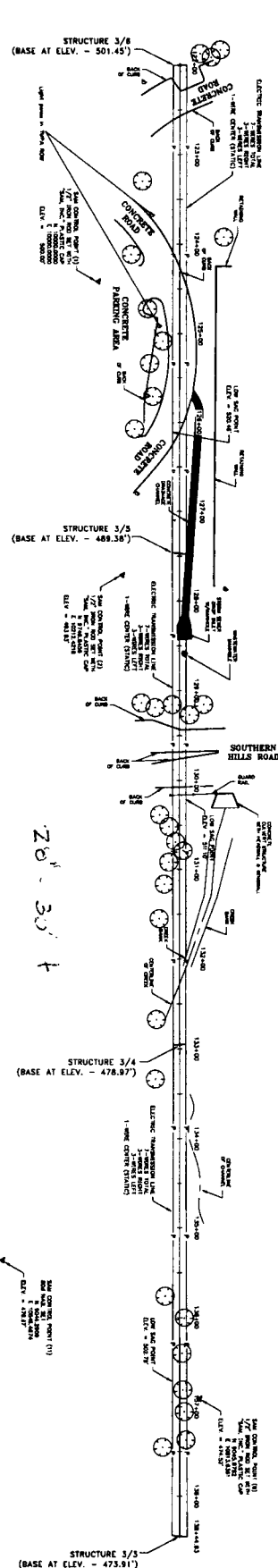
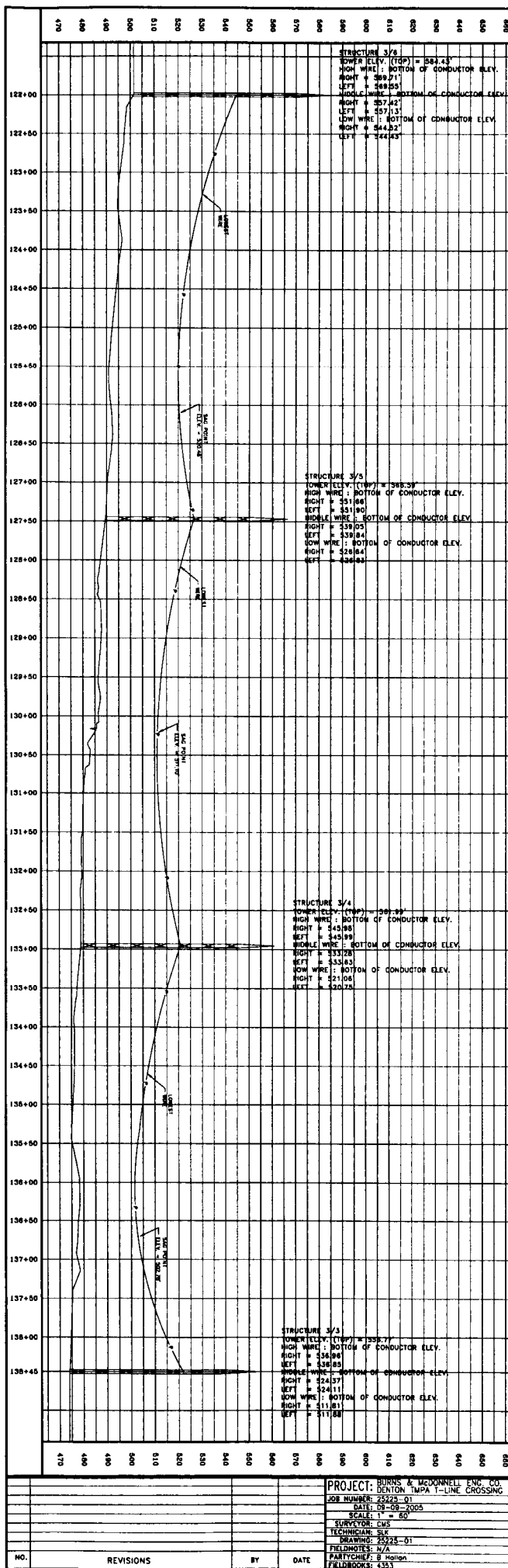
Any light standards that are closer than 35 feet from the center of the Transmission Easement are in violation of Section 5. And should be outside of TMPA'S Easement for safety purposes and should comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other applicable safety or clearance requirements.

Please let me know when we can expect the removal or relocation of the light standards in violation.

Yours truly,

Hubert Nelson
Land Management Specialist

Copy: Rick Gurley, Transmission Manager
Joe Perez, Transmission Engineer



HORIZONTAL SCALE: 1" = 40 FEET
 VERTICAL SCALE: 1" = 20 FEET
 NORTH ARROW
 BURNETT COUNTY, TEXAS

NOTES
 HORIZONTAL AND VERTICAL DATA BASED ON ASSUMED COORDINATES. HORIZONTAL COORDINATES NOTED TO APPROXIMATE MAGNETIC NORTH USING HAND-HELD COMPASS.

- LEGEND
- 1" = 40 FEET
 - 1" = 20 FEET
 - 1" = 10 FEET
 - 1" = 5 FEET
 - 1" = 2 FEET
 - 1" = 1 FEET
 - 1" = 0.5 FEET
 - 1" = 0.25 FEET
 - 1" = 0.125 FEET
 - 1" = 0.0625 FEET
 - 1" = 0.03125 FEET
 - 1" = 0.015625 FEET
 - 1" = 0.0078125 FEET
 - 1" = 0.00390625 FEET
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WIER & ASSOCIATES, INC.
701 HIGHLANDER BLVD., SUITE 300
ARLINGTON, TEXAS 76015-4340

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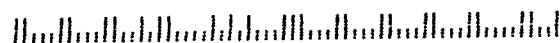
C12488.02



Hubert Nelson / Land Department
Texas Municipal Power Agency
PO Box 7000
Bryan TX 77805



77805+7000





Serving the Cities of Bryan, Denton, Garland & Greenville

Copy

October 13, 2008

File: T-08, D-12,
Denton Steam-Corinth

Evelyn Lee
Wier and Associates, Inc.
701 Highlander Blvd. Suite 300
Arlington, TX 76015

RE: Epic Development, Inc. (License Agreement Relating To Encroachment on Easement)

Dear Ms; Lee

Enclosed you will find two originals of the (License Agreement Relating to Encroachment on Easement). Please have someone representing Epic Development, Inc. sign both originals and return them to me for TMPA's approval. I will return one signed original to you for Epic's files.

Yours Truly,

Hubert Nelson
Texas Municipal Power Agency
Contract Land Specialist

Copy: Eric Schroeder
Tom Chambers

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: October 6, 2008

File Code: T08-D12 Denton Steam/Corinth

Re: Epic Development, Inc.
2505 Brinker Road
Denton, Texas

Dear Sir:

Epic Development Inc. (hereinafter referred to as User) has requested permission to use the area within the boundaries of **Texas Municipal Power Agency's (TMPA) 138kV Power line Easement**, located on 3.671 acres in the J. White Survey, Abstract No. 14733, Denton County, Texas AKA 2505 Brinker Rd. Denton Texas for an **18" Storm Drainage Facility** encroaching on the Texas Municipal Power Agency's Denton Steam/Corinth 138 kV transmission line easement near pole No. 3/4

TMPA is agreeable to the construction of the **18" Storm Drainage Facility** hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its directors, officers, agents, and employees from and against any and all claims or causes of action for property damages or personal injuries arising from the construction, maintenance, operation, or use of the encroaching facility **REGARDLESS IF SAME IS CAUSED BY THE CONCURRENT NEGLIGENCE (BUT NOT THE SOLE NEGLIGENCE) OF A PARTY TO BE INDEMNIFIED HEREUNDER.**
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or Cell (979) 255-8614, 48 hours prior to the use of any boom-type equipment on the TMPA easement.

4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere with the use or enjoyment of its easement rights, TMPA shall have the right to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for User to relocate the encroaching facility within the easement.
5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement, **REGARDLESS IF SUCH DAMAGE IS CAUSED BY THE NEGLIGENCE OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as nearly as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.
11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 TMPA notifies User of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to Epic Development, Inc., please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours very truly,

Hubert Nelson
Contract Land Specialist

ACCEPTED:

Epic Development, Inc.

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____

By: _____

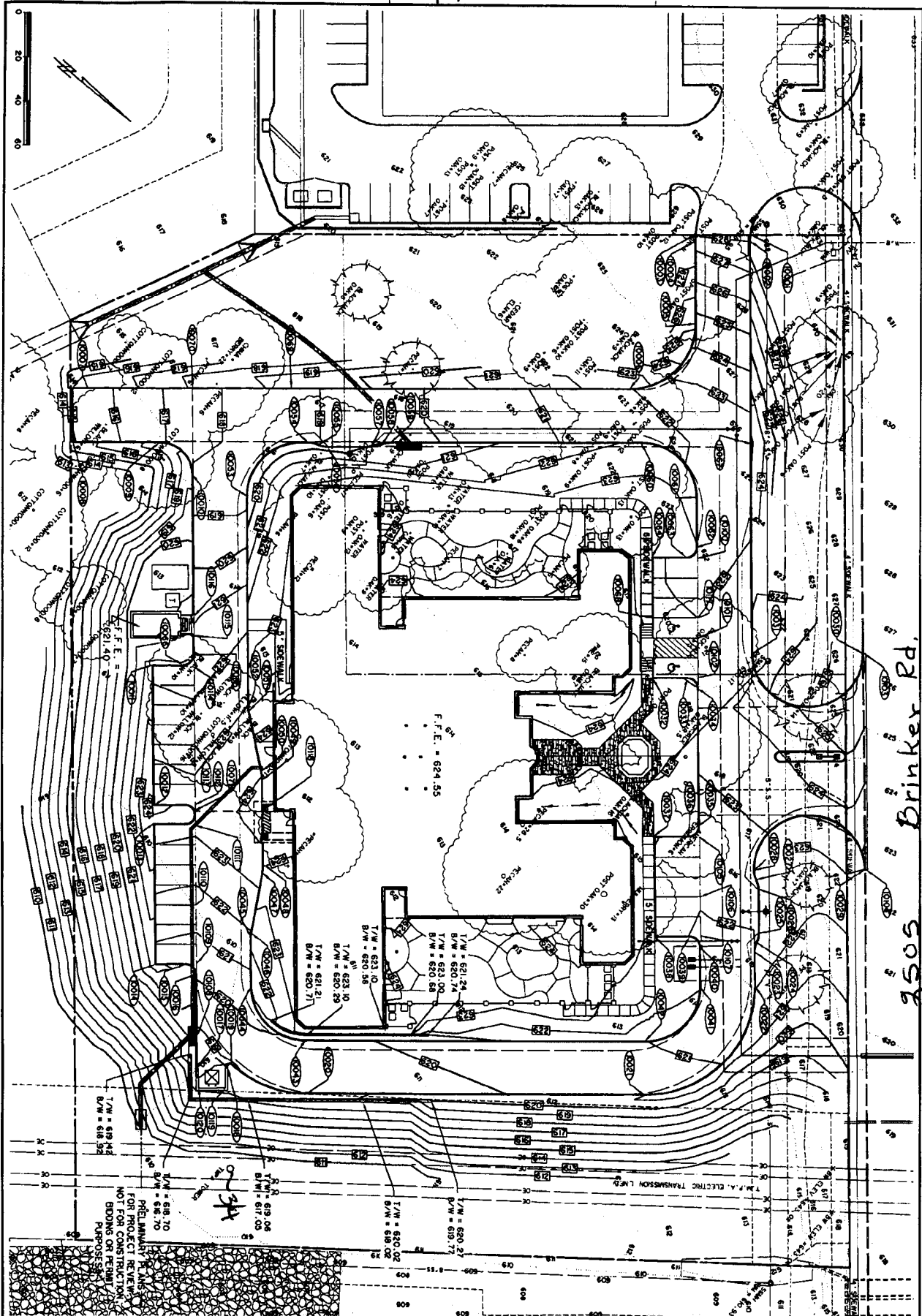
Title: _____

Date: _____

EXHIBIT "A"

pg. 1 of 3

TITLE: SITE GRADING-04020.0.dwg



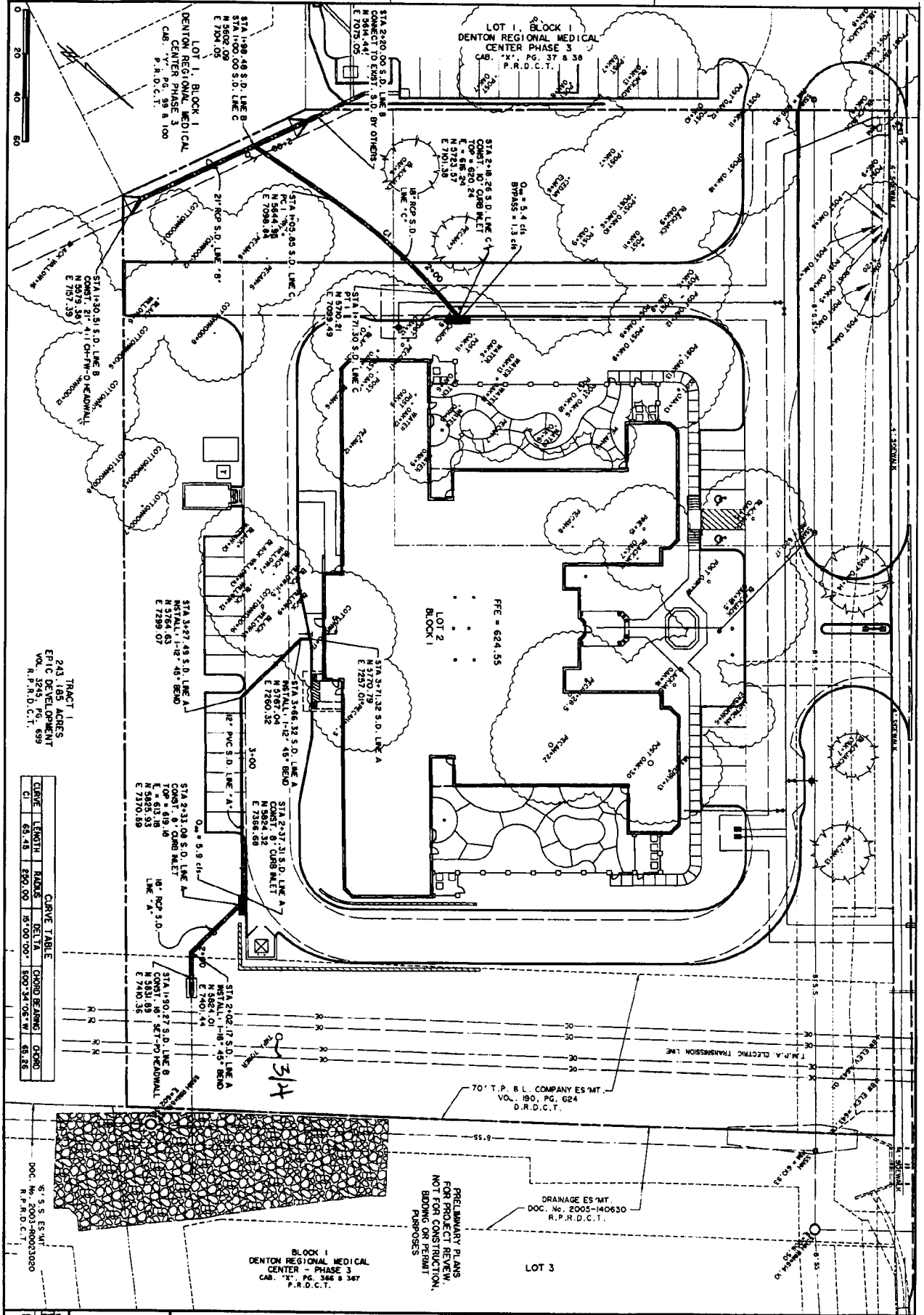
2505 Brinker Rd.

LOT 2, BLOCK 1, DENTON REGIONAL MEDICAL CENTER PHASE 3 SITE GRADING PLAN AUTUMN LEAVES DENTON, TEXAS	THE LASALLE GROUP	PREPARED BY: WIER & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS 701 HIGHLAND BLVD., SUITE 300 ARLINGTON, TEXAS 76010 (817) 467-7700 6809 ELM STREET FRISCO, TEXAS 75034 (214) 382-8888 www.wierassociates.com
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EXHIBIT "A"

2 of 3

TAC 9-00 FILE: 50PLAN-03026.5.dwg



7505 Brinker Rd.

CURVE TABLE				
STATION	LENGTH	RADIUS	DELTA	CHORD BEARING
0+00	65.15	250.00	15.00 00'	100° 34' 06" W
65.15	65.15	250.00	15.00 00'	65.15

2.43 185 ACRES
E.T.C. DEVELOPMENT
VOL. 18, PG. 699
R.P.D.C.T.

DOC. No. 2003-10021020
R.P.D.C.T.



LOT 2, BLOCK 1, DENTON REGIONAL MEDICAL CENTER - PHASE 3 STORM DRAIN PLAN AUTUMN LEAVES DENTON, TEXAS

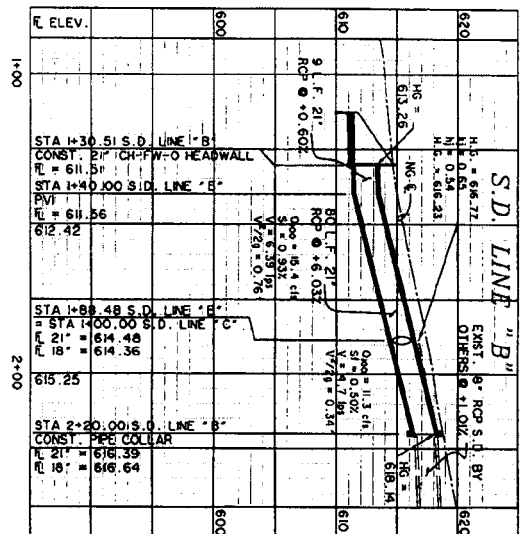
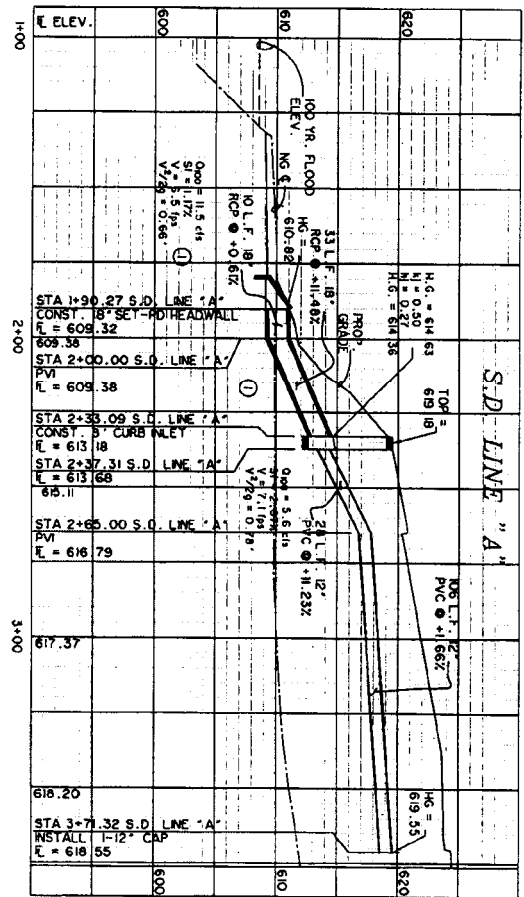
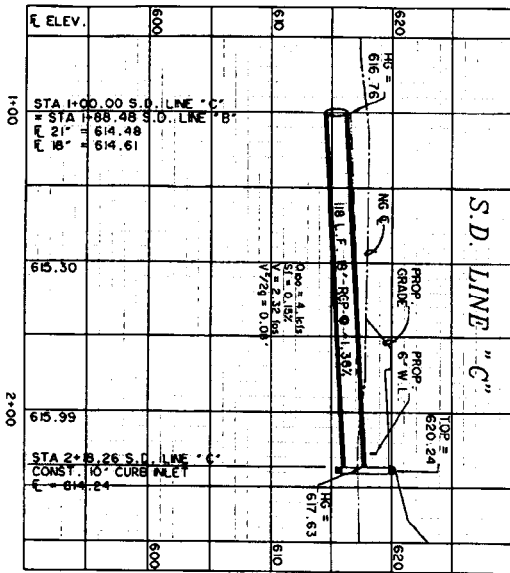
THE LASALLE GROUP

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
791 HIGHLAND BLVD., SUITE 300 ARLINGTON, TEXAS 76010 (817) 467-7700
8049 ELAM STREET FORT WORTH, TEXAS 76104 (817) 382-8800
www.wierandassociates.com

EXHIBIT "A"

30 of 3

TIME 0:47 FILE: SDPROFILE-03088.15.dwg



PRELIMINARY PLANS
FOR PROJECT REVIEW,
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES

CONTRACT NO.
SHEET NO.
C-0201



LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
STORM DRAIN PROFILE
AUTUMN LEAVES
DENTON, TEXAS

THE LASALLE GROUP

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLAND BLVD. SUITE 300 ARLINGTON, TEXAS 76015 METRO (817) 467-7700
800 ELM STREET IRVING, TEXAS 75039 METRO (214) 381-8800
www.wierassociates.com

**PROPOSED ENCROACHMENT APPLICATION FORM
LAND & RIGHT-OF-WAY**

**TEXAS MUNICIPAL POWER AGENCY
P. O. BOX 7000
BRYAN, TX 77805
ATTENTION: LAND DEPARTMENT**

PROPERTY INFORMATION:

DATE OF APPLICATION: October 6, 2008

STREET ADDRESS: 2505 Brinker Road

OWNERSHIP: Epic Development, Inc.

LEGAL DESCRIPTION: 3.671 acres located in the J. White Survey, Abstract No. 14733, Denton County, Texas

REQUESTOR INFORMATION: (Print or Type Only)

<u>Evelyn Lee</u>	<u>Wier and Associated, Inc.</u>	<u>(817)467-7700</u>	<u>(817)467-7713</u>
Name: Individual	Company	Phone No.	Fax No.
<u>701 Highlander Blvd. Suite 300</u>	<u>Arlington</u>	<u>Texas</u>	<u>76015</u>
Address	City	State	Zip Code

THE FOLLOWING INFORMATION MUST BE INCLUDED WITH THIS APPLICATION:

1. Drawings, building plans, surveys, and/or other pertinent information showing the proposed encroachment in relation to the easement into which the proposed encroachment will extend, including a north arrow, must be provided. The elevations of all Texas Municipal Power Agency (TMPA) overhead electrical facilities, as well as distances from the facilities to the proposed encroachment must also be provided. Profile plans must be included for all structures over two (2) feet in height. Should you have questions concerning this application, please contact Murphy Hawkins, Land Department, at (936) 873-1140.
2. A non-refundable processing fee of \$350.00 made payable by check or money order to Texas Municipal Power Agency must accompany this application before it can be processed.

The submitted information will be reviewed by TMPA to determine whether in the sole opinion of TMPA, the proposed encroachment can be agreed to based on existing National Electrical Safety Codes and other reasonable requirements imposed by TMPA. If agreed to, a preliminary agreement will be provided stating that TMPA has reviewed the proposed encroachment and providing TMPA's tentative agreement of same based upon the assumption that the actual construction is in accordance with the proposed plans. The preliminary agreement will be valid for a period not to exceed 120 days from the date provided.

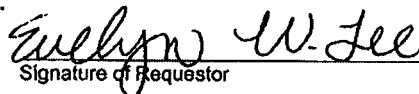
UPON COMPLETION OF ACTUAL CONSTRUCTION, THE FOLLOWING INFORMATION WILL NEED TO BE PROVIDED:

1. Two (2) original, certified surveys of the property, a maximum of 8-1/2" x 14", indicating all dimensions of the encroachment including a north arrow, must be provided. The survey must include current ownership information, the legal description of the property (including recording information), and be signed and sealed by the Registered Professional Surveyor who performed the survey.
2. FOR ANY STRUCTURE OVER TWO (2) FEET ABOVE GROUND LEVEL (OR FOR ANY PAVING, DECKING, ETC. IN AN EASEMENT THAT HAS OVERHEAD FACILITIES LOCATED WITHIN THE EASEMENT), TWO (2) COPIES OF AN ORIGINAL, CERTIFIED PROFILE SURVEY, IF NOT MADE A PART OF THE ABOVE SURVEY, MUST ALSO BE INCLUDED. The profile survey must include all structural projections such as chimneys, eaves, balconies, etc., and provide all vertical and horizontal dimensions, including the distances from TMPA's electrical facilities. For any pool encroachment, including decking only, the distance from TMPA's overhead facilities to the pool must be included.

If a Consent to Encroachment is approved, TMPA will prepare duplicate original instruments to be signed by the record owner(s) of the property. Both original instruments must be returned for signature by TMPA. One original will be returned and an original will be placed in TMPA ROW files.

Should the actual construction not match the proposed encroachment, TMPA will review the actual existing encroachment and the approval of the encroachment will be based solely on the actual encroachment, the preliminary agreement notwithstanding. Should the actual encroachment, in the sole opinion of TMPA, not comply with the National Electrical Safety Code clearance requirements, and/or other reasonable requirements imposed by TMPA, TMPA reserves the right to take whatever steps are necessary to protect TMPA's facilities, including facility adjustment or refusal of the encroachment request. Should the adjustment of TMPA facilities, in the sole opinion of TMPA, be necessitated by such encroachments, the cost of such adjustments will be borne by a party or parties other than TMPA and must be paid before a Consent to Encroachment instrument will be granted.

THIS APPLICATION IS NOT SOLICITED BY TEXAS MUNICIPAL POWER AGENCY AND IN NO WAY CONSTITUTES AN OFFER OF APPROVAL OR ACCEPTANCE OF ANY ENCROACHMENT. I CERTIFY THAT THE INFORMATION PROVIDED IS ACCURATE AND I REALIZE THAT ANY INACCURACY OR MISSING INFORMATION, INCLUDING FAILURE TO SIGN BELOW, MAY DELAY PROCESSING OR INVALIDATE THIS APPLICATION.


Signature of Requestor

WIER & ASSOCIATES, INC.

METRO 817-467-7700
4300 BELTWAY PL., STE. 130
ARLINGTON, TX 76018

25004

DATE 10-7-08

32-2/1110 TX
4344

PAY
TO THE
ORDER OF

TMPA

\$ 350⁰⁰

Three hundred fifty & no/100

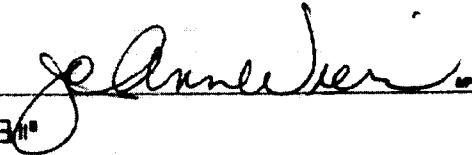
DOLLARS  Security
Features
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Back

Bank of America



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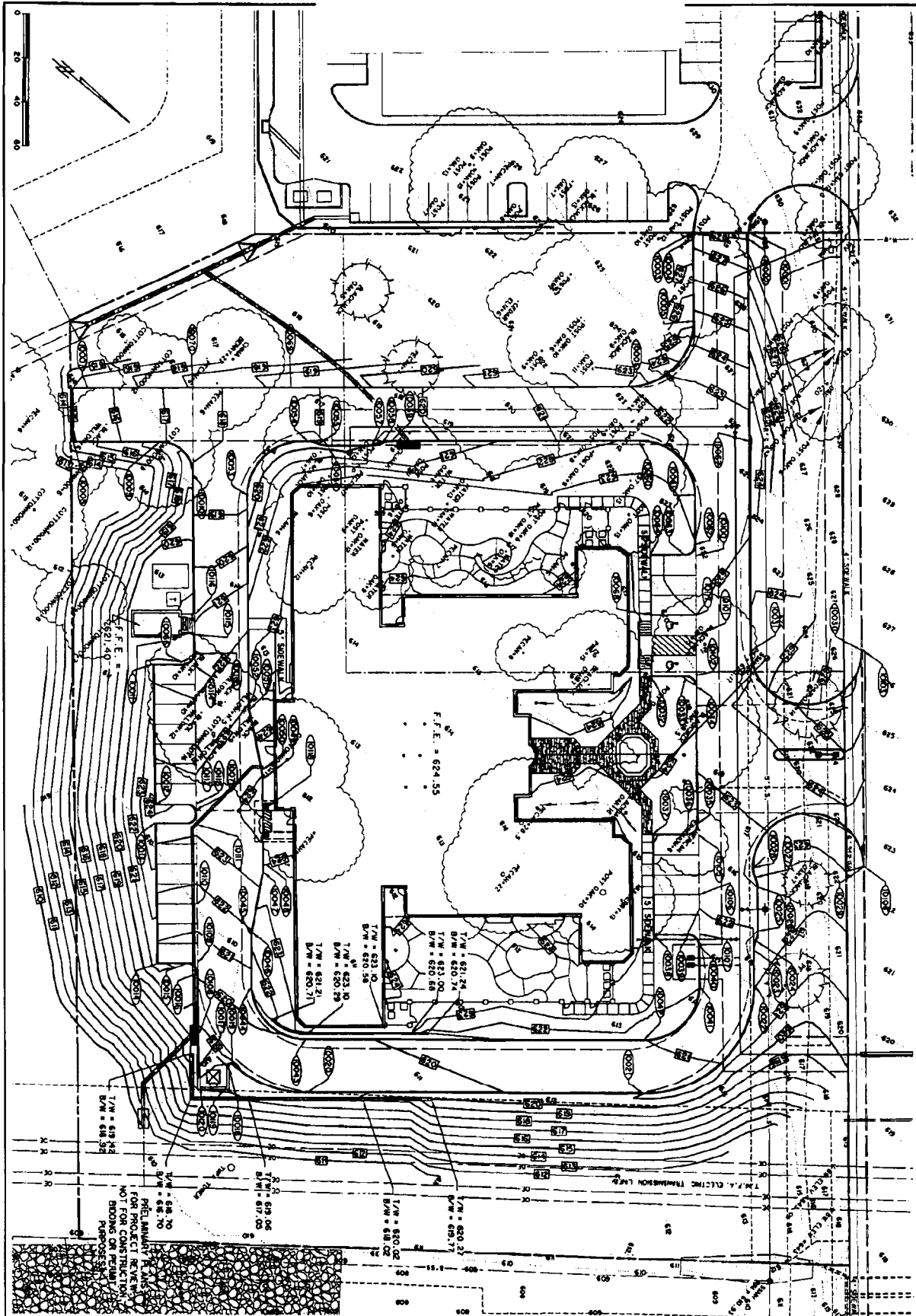
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EXHIBIT "A"

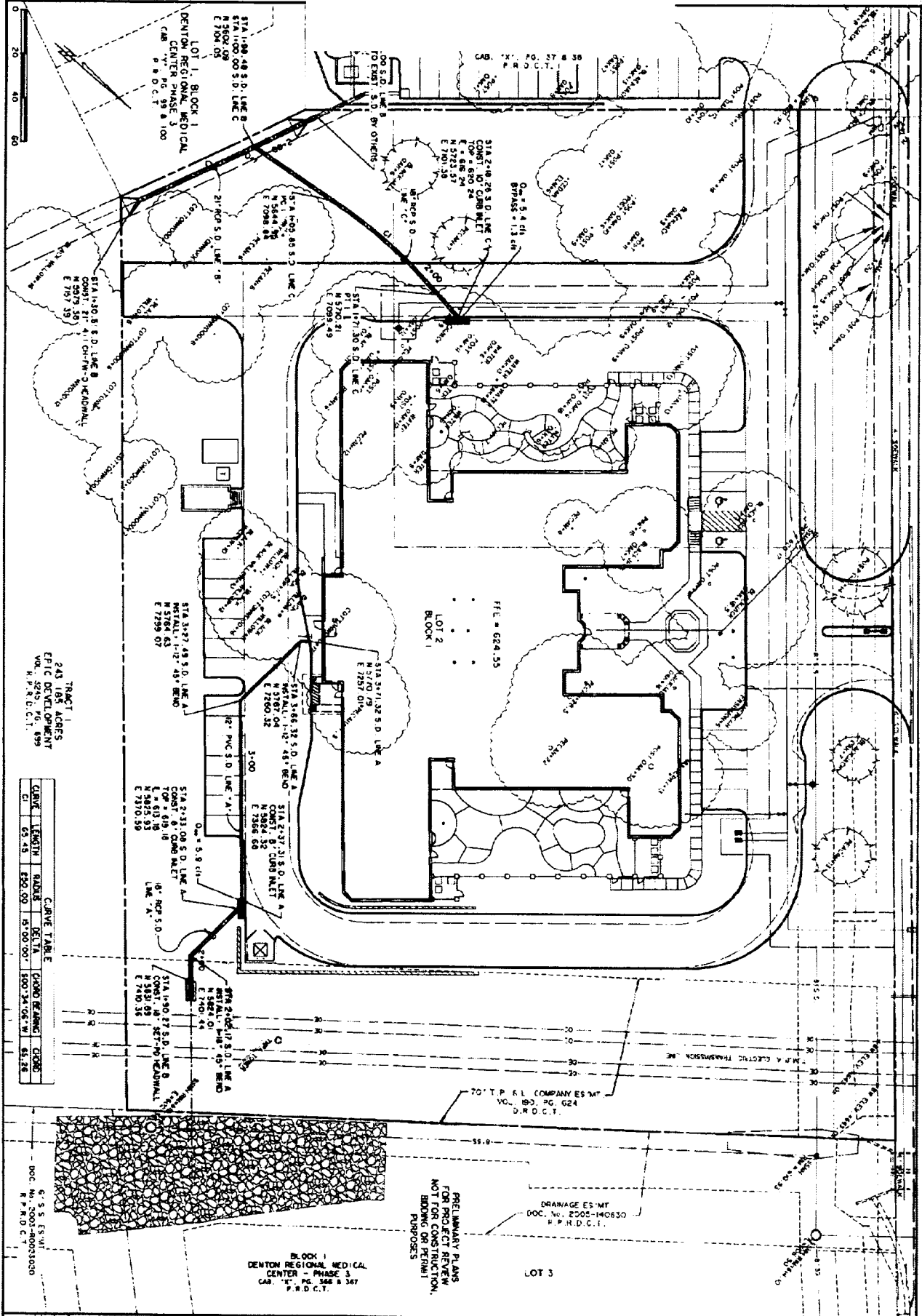
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ENGINEER'S SEAL C-0101		LOT 2, BLOCK 1, DENTON REGIONAL MEDICAL CENTER PHASE 3 SITE GRADING PLAN AUTUMN LEAVES DENTON, TEXAS	THE LASALLE GROUP	PREPARED BY: WIER & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS 701 HIGHLAND BLVD., SUITE 300 ARLINGTON, TEXAS 76015 PHONE (817) 467-7700 WWW.WIERANDASSOCIATES.COM
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EXHIBIT "B"

TAC 9-00 FILE 30PLAN-03026, 5-400



TRACT 1
243.166 ACRES
ELECTRIC DEVELOPMENT
VOL. 9240 PG. 899
H.P.R.D.C.T.

CH	LENGTH	SUBS	SETBACK	CHORD BEARING	CLOSURE
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6. S. S. ES. W.
DOC. NO. 2003-140051020
H.P.R.D.C.T.



LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
STORM DRAIN PLAN
AUTUMN LEAVES
DENTON, TEXAS

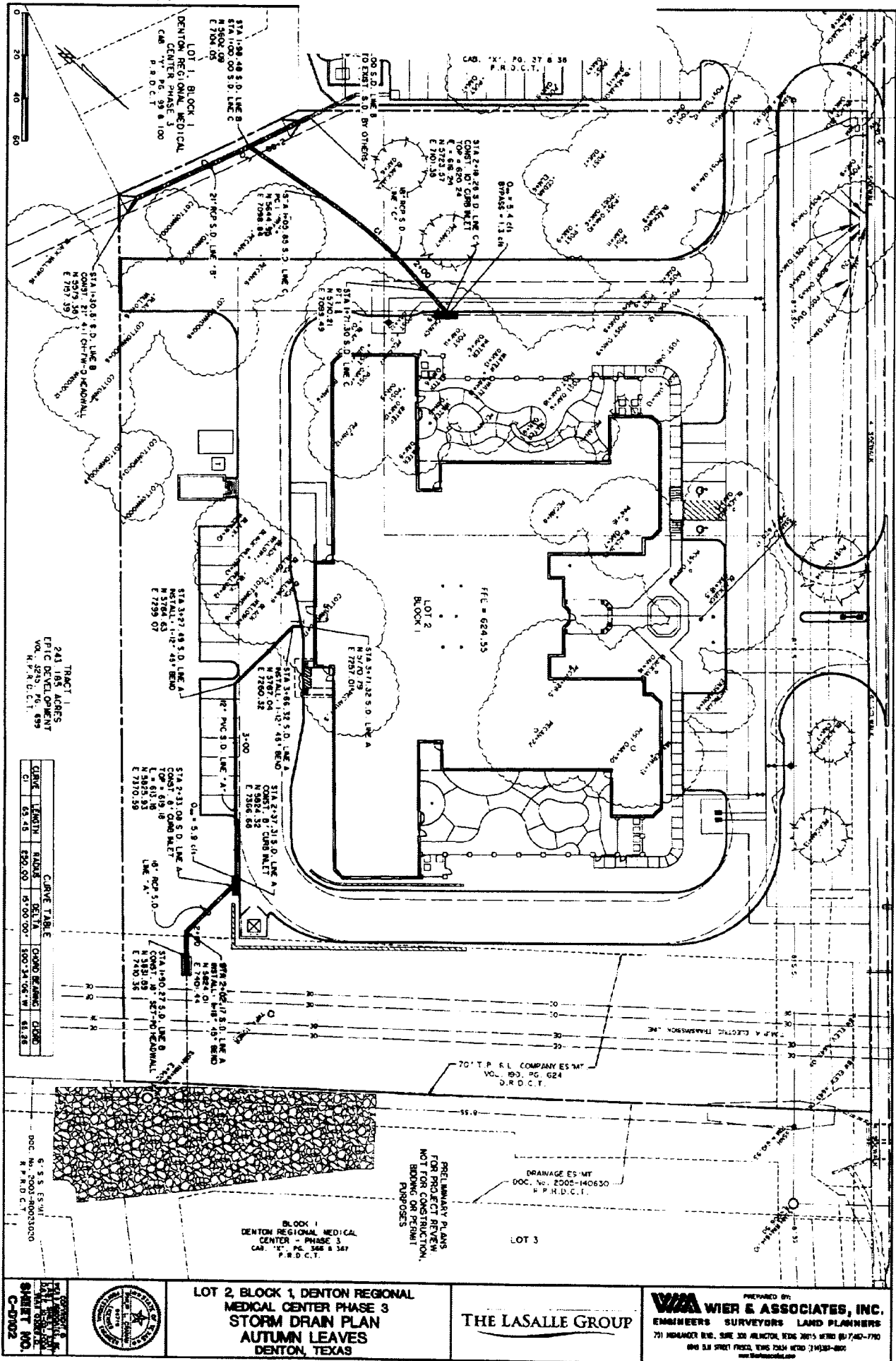
THE LASALLE GROUP

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
771 HIGHLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76015 (817) 440-7700
6000 OLD STREET FORT WORTH, TEXAS 76104 (817) 440-8800
www.wierassociates.com

PRELIMINARY PLANS
FOR PROJECT REVIEW
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES

BLOCK 1
DENTON REGIONAL MEDICAL
CENTER - PHASE 3
CAR. "E", PG. 546 & 547
H.P.R.D.C.T.

TIME 9:00 FILE: SDPLAN-03020.15.dmp



SHEET NO.
C-D102



LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
STORM DRAIN PLAN
AUTUMN LEAVES
DENTON, TEXAS

THE LASALLE GROUP

W&A PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLANDER BLVD. SUITE 300 ARLINGTON, TEXAS 76015 METRO (817) 462-7790
6840 S.W. STREET FRIEDLAND, TEXAS 75841 METRO (409) 382-8800
www.wierassociates.com

EXHIBIT "B"

TAC 9:00 FILE: 10PLAN-03026, 5.dwg

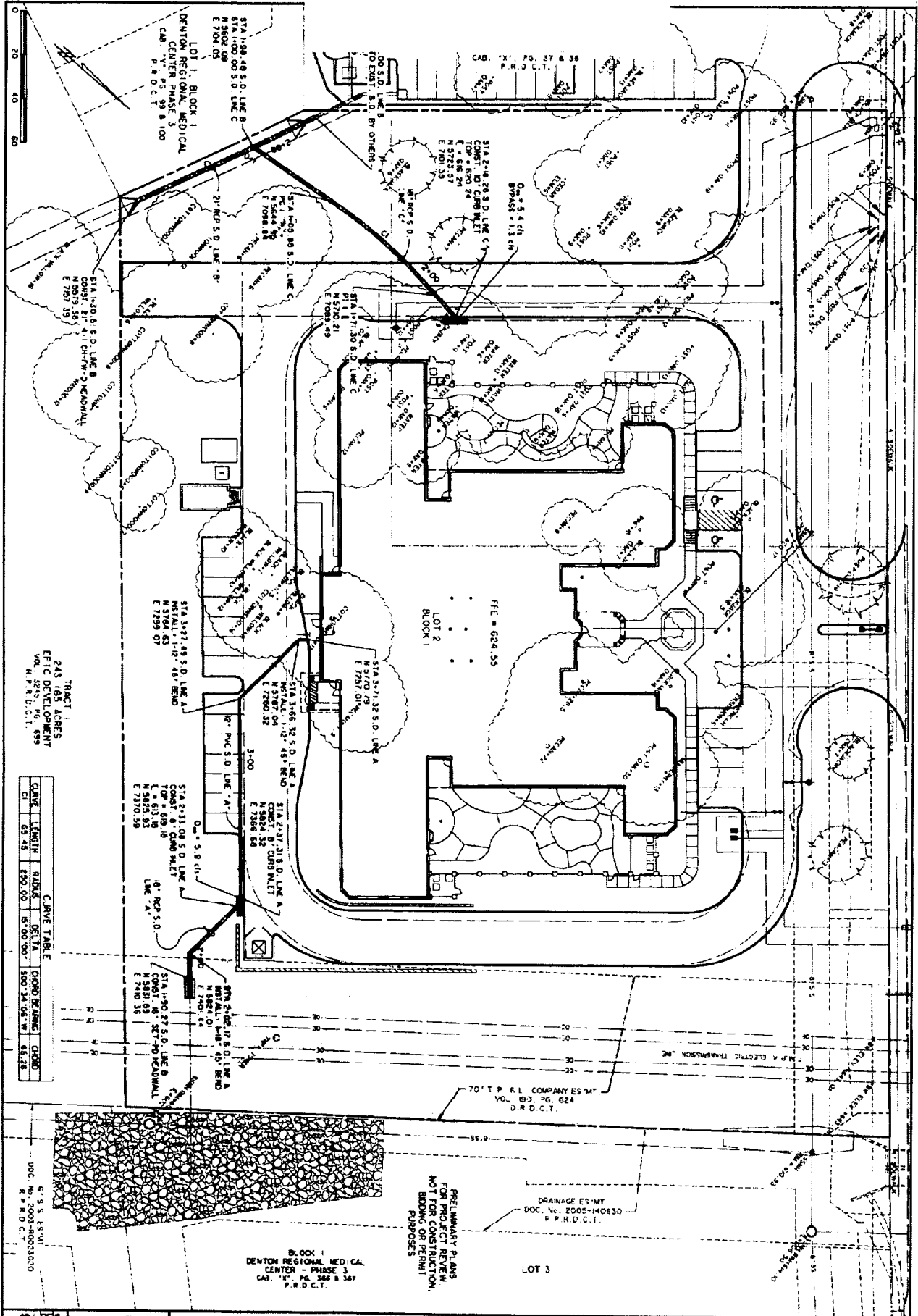
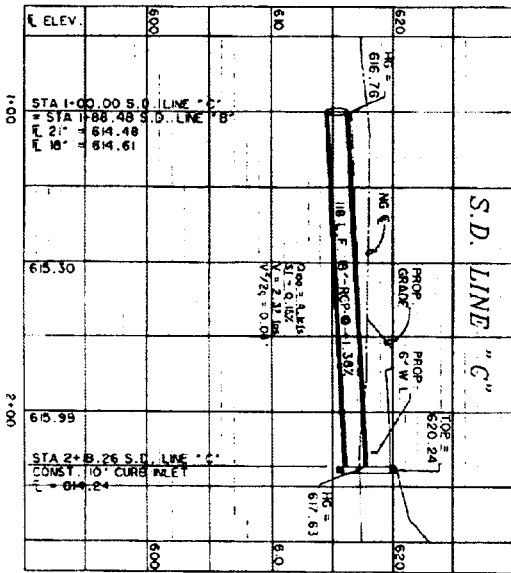
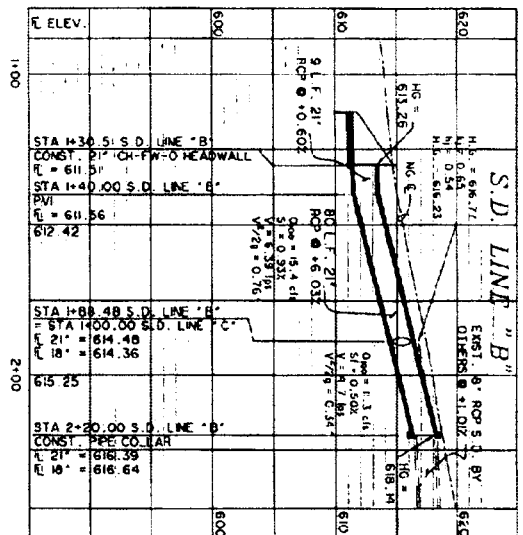
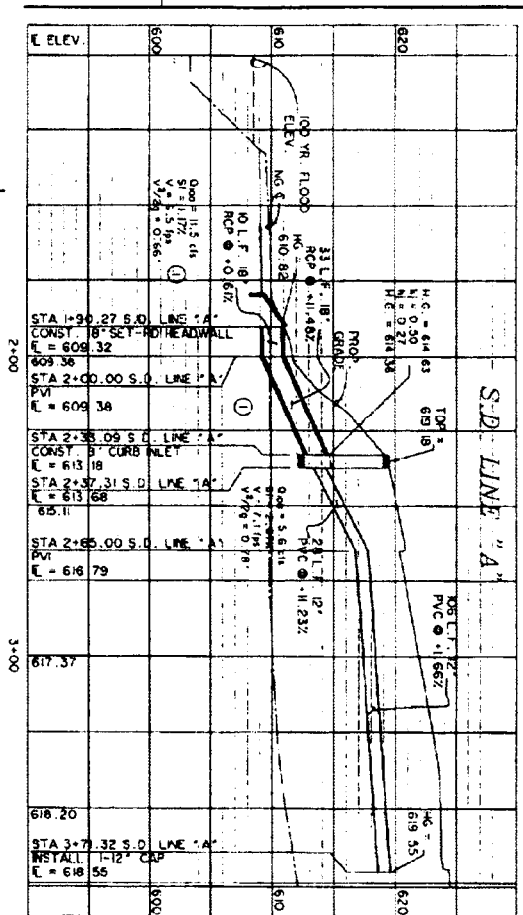


EXHIBIT "C"

TIME: 8:47 FILE: 58PROFILE-03028.DWG



S.D. Line "A" to 2+00
Encroachment



PRELIMINARY PLANS
FOR PROJECT REVIEW.
NOT FOR CONSTRUCTION.
BIDDING OR PERMIT
PURPOSES

DESIGNED BY
DRAWN BY
CHECKED BY
DATE
SHEET NO.
C-2601



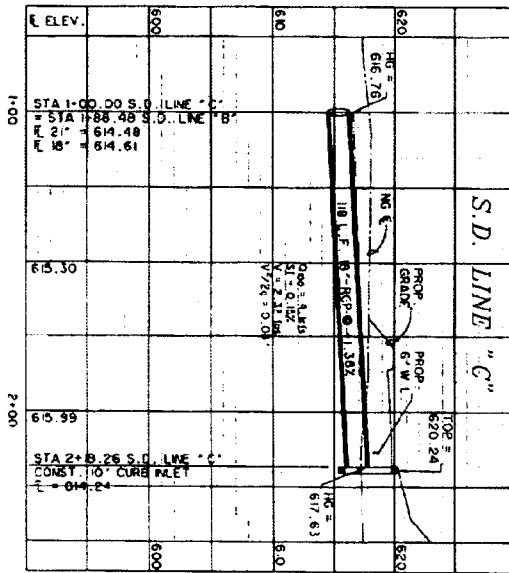
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MEDICAL CENTER PHASE 3
STORM DRAIN PROFILE
AUTUMN LEAVES
DENTON, TEXAS

THE LASALLE GROUP

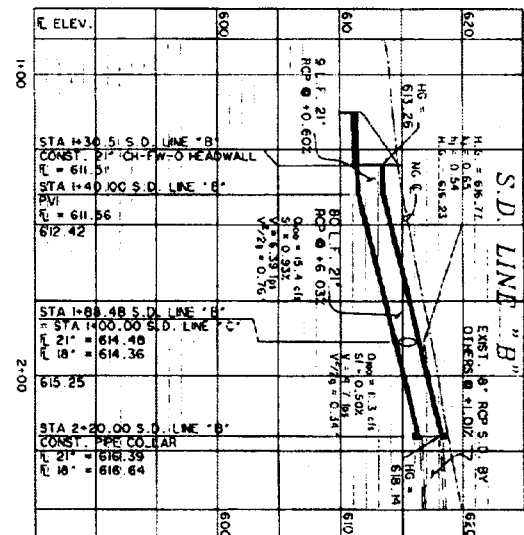
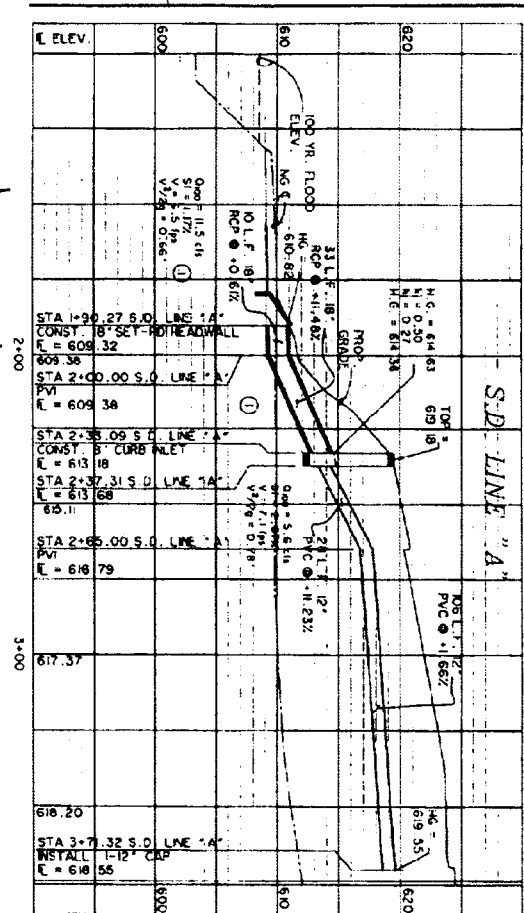
PREPARED BY:
WMA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HOLLANDER BLVD. SUITE 300 JARVIS, TEXAS 76026 (817) 467-7700
6805 ELM STREET, FORT WORTH, TEXAS 76114 (817) 467-7700
www.wma-wier.com

EXHIBIT "C"

TME 0.47 FILE: 50PROFILE-03029.15.dwg



S.D. Line "A" to 2+00
Encroachment



PRELIMINARY PLANS
FOR PROJECT REVIEW
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES

SHEET NO.
C-0301



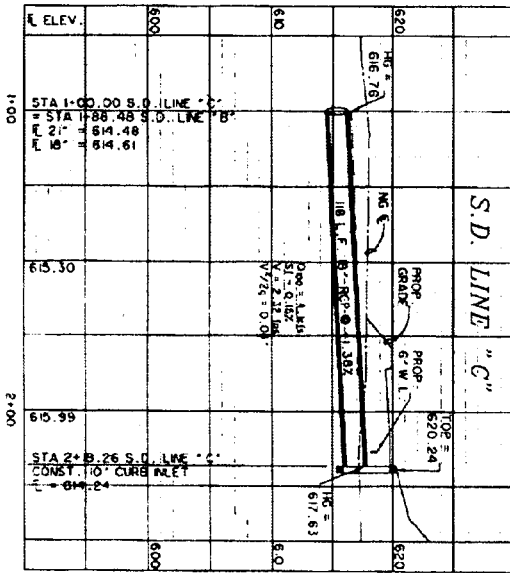
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MEDICAL CENTER PHASE 3
STORM DRAIN PROFILE
AUTUMN LEAVES
DENTON, TEXAS

THE LASALLE GROUP

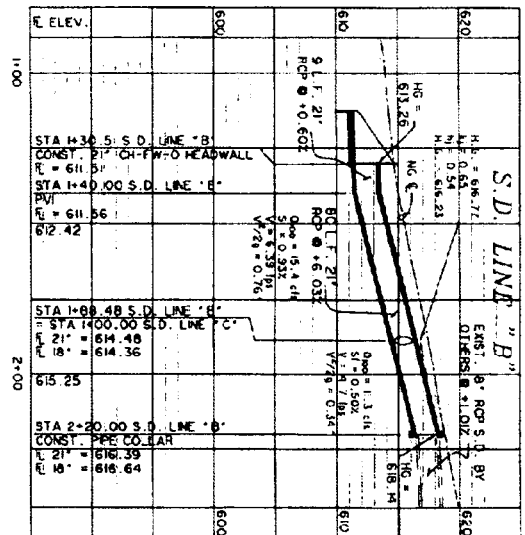
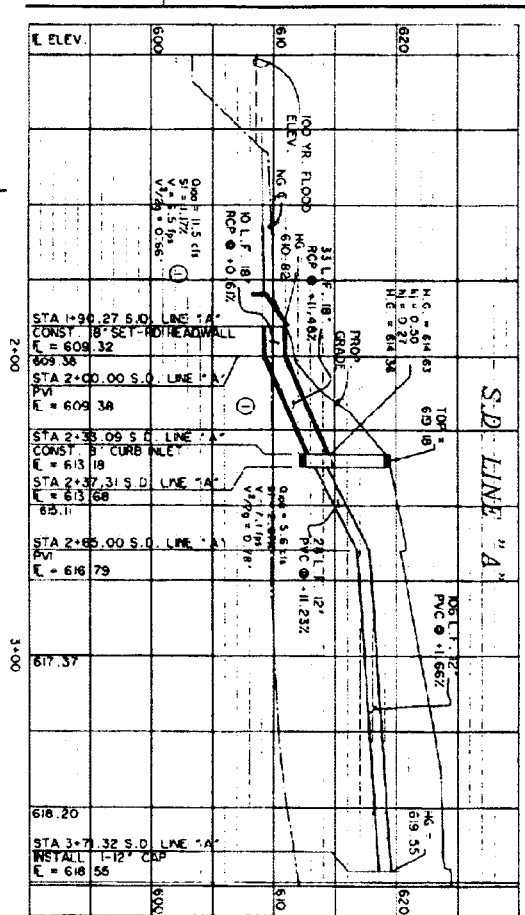
PREPARED BY:
WMA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 MIDLANDER BLVD., SUITE 300 ARLINGTON, TEXAS 76010-1700 (817) 467-7700
4001 ELM STREET, FRODO, TEXAS 75044-1000 (214) 381-8000
www.wma-wier.com

EXHIBIT "C"

TIME 9:47 FILE: 98PROFILE-03025.DS.dwg



S.D. Line "A" to 2+00
Encroachment



PRELIMINARY PLANS
FOR PROJECT REVIEW,
BIDDING OR PERMIT
PURPOSES

SHEET NO.
C-2301



LOT 2, BLOCK 1, DENTON REGIONAL
MEDICAL CENTER PHASE 3
STORM DRAIN PROFILE
AUTUMN LEAVES
DENTON, TEXAS

THE LASALLE GROUP

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
701 HOLLANDER BLVD., SUITE 300 AMARICO, TEXAS 79159 (817) 467-1700
4000 ELM STREET, FRODO, TEXAS 75044 (214) 381-1000
www.wiawier.com

Hubert Nelson

From: Hubert Nelson
Sent: Wednesday, November 05, 2008 9:17 AM
To: 'Evelyn Lee'
Subject: FW: Denton, TX - Lasalle transaction
Attachments: Epic Dev Lic Agr re Encroach red 11-3-08.doc; Epic LaSalle Lic Agr re Enc initialed 11-3-08.pdf

Evelyn,

Here is a revised marked up copy and the final Agreement for your signature. Please return two signed copies and I will have TMPA sign and return to you one signed copy.

Thanks,

Just in case you want to send by express or overnight mail.

Our physical address is: Texas Municipal Power Agency
12824 FM 244
Anderson, TX 77830

Hubert Nelson
Texas Municipal Power Agency
Contract Land Specialist
P.O. Box 7000
Bryan, TX 77805

Phone: 936-873-1119
Cell: 979-777-1716
Email: hdnelson@texasmpa.org

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

From: Carl Shahady [mailto:cshahady@tiemannlaw.com]
Sent: Monday, November 03, 2008 3:56 PM
To: Hubert Nelson
Cc: Eric Schroeder
Subject: RE: Denton, TX - Lasalle transaction

Hubert-I made the changes, with a few minor modifications. See attached redline. I have initialed the clean copy. Carl

From: Hubert Nelson [mailto:hdnelson@texasmpa.org]
Sent: Monday, November 03, 2008 9:13 AM
To: Carl Shahady
Cc: Eric Schroeder
Subject: FW: Denton, TX - Lasalle transaction

Carl,

Please check proposed revisions and include in revised copy if you approve.

Hubert Nelson

Texas Municipal Power Agency
Contract Land Specialist
P.O. Box 7000
Bryan, TX 77805

Phone: 936-873-1119
Cell: 979-777-1716
Email: hdnelson@texasmpa.org

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From: Evelyn Lee [mailto:EvelynL@WierAssociates.com]
Sent: Monday, November 03, 2008 8:54 AM
To: Hubert Nelson
Cc: Philip Graham
Subject: FW: Denton, TX - Lasalle transaction

Hubert,

Here are the mark-up we just discussed on the phone. If you have any questions, please feel free to call.

Thanks,
Evelyn Lee

From: John Wier
Sent: Wednesday, October 22, 2008 4:28 PM
To: Philip Graham
Cc: Evelyn Lee
Subject: FW: Denton, TX - Lasalle transaction

Philip,

When you were out of the office, Evelyn received the TMPA permit related to the site LaSalle is buying from Epic . I suggested she send it Gavin Maloy for Epic's consideration and signature. ✓

Since LaSalle would actually be the party doing the work in the easement (rather than Epic) Gavin asked his attorney (John Claybrook) to review it. John Claybrook suggested the attached modifications be made.

Please read the e-mail below also and let me know if you have any questions.

John

From: Maloy Gavin [mailto:Gavin.Maloy@HCAHealthcare.com]
Sent: Wednesday, October 22, 2008 4:21 PM
To: John Wier
Subject: Denton, TX - Lasalle transaction

John, you (and Evelyn Lee) received a request dated 10/13/08 from Hubert Nelson with TMPA related to the Lasalle transaction. TMPA had sent to you a FORM License Agreement Relating to Encroachment on Easement to allow encroachment under the existing overhead power lines. John Claybrook has reviewed the FORM, and attached is his

mark-up of the Agreement. Please forward to Hubert and ask that he revise the Agreement with these changes. Once acceptable, please forward to me the revised Agreement and I will coordinate the appropriate EPIC signature.

Thanks for your help.

Gavin Maloy
Senior Real Estate Representative

**LICENSE AGREEMENT RELATING TO
ENCROACHMENT ON EASEMENT**

Date: November 3, 2008

File Code: T08-D12 Denton Steam/Corinth

Re: Epic Development, Inc./The LaSalle Group, Inc.
2505 Brinker Road
Denton, Texas

Dear Sirs:

Based on your representations, it is our understanding that (i) **Epic Development, Inc.** ("Epic") has entered into a Real Estate Purchase and Sale Agreement dated September 29, 2008 with **The LaSalle Group, Inc.** ("LaSalle") for the sale by Epic to LaSalle of approximately 3.671 acres of unimproved property in Denton, Denton County, Texas (the "Property") (ii) LaSalle intends to develop the Property as a senior care facility and (iii) Epic and LaSalle anticipate that the closing will occur in the second fiscal quarter of 2009.

LaSalle (hereinafter referred to as User) has requested permission to use the area within the boundaries of **Texas Municipal Power Agency's (TMPA) 138kV Power line Easement**, located on 3.671 acres in the J. White Survey, Abstract No. 14733, Denton County, Texas AKA 2505 Brinker Rd. Denton Texas (the "Property") for an **18" Storm Drainage Facility** encroaching on the Texas Municipal Power Agency's Denton Steam/Corinth 138 kV transmission line easement near pole No. 3/4

TMPA is agreeable to the construction of the **18" Storm Drainage Facility** hereinafter referred to as the "encroaching facility", if the encroaching facility is located and described as shown on the attached drawing, marked Exhibit "A" and incorporated herein, and subject to the following terms and conditions:

1. It is understood and agreed that TMPA holds easement rights on the property involved; therefore, User will be required to obtain whatever rights and permission, other than TMPA's, that are necessary. This letter agreement shall extend to and be binding upon User and its heirs, successors, and assigns, and is not to be interpreted as a waiver of any rights held by TMPA under its easement.
2. User shall defend, indemnify and hold harmless TMPA, its directors, officers, agents, and employees from and against any and all claims or causes of action for property damages or personal injuries arising from the construction, maintenance, operation, or use of the encroaching facility **REGARDLESS IF SAME IS CAUSED BY THE CONCURRENT NEGLIGENCE (BUT NOT THE SOLE NEGLIGENCE) OF A PARTY TO BE INDEMNIFIED HEREUNDER.**
3. Use of draglines or other boom-type equipment in connection with any work to be performed on the TMPA easement by User, its employees, agents, representatives

or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical 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 feet of the TMPA power lines situated on the aforesaid property. User must notify the Supervisor of Transmission, Tom Chambers, at (936) 873-1125 or Cell (979) 255-8614, 48 hours prior to the use of any boom-type equipment on the TMPA easement.

4. If in the future the encroaching facility, in the sole judgment of TMPA, does interfere with the use or enjoyment of its easement rights, TMPA shall have the right to cause User to remove said encroaching facility. TMPA shall notify User in writing that, within 90 days, the encroaching facility must be removed at User's sole cost. If at the end of the 90 day period the encroaching facility has not been removed, TMPA shall remove it at User's expense. TMPA will not be responsible nor will compensation be paid for damages incurred by such removal. However, in an emergency, TMPA shall have the right to immediately remove the encroaching facility. If the encroaching facility is removed, TMPA will not unreasonably withhold consent for and will reasonably cooperate with User to relocate the encroaching facility within the easement.
5. It is expressly understood and agreed that if the property has transmission or distribution facilities located thereon, User shall not place upon the premises, any improvements including but not limited to, buildings, light standards, fences, shrubs, trees or signs unless approved in writing by TMPA.
6. It is agreed that no trash dumpsters, toxic substances or flammable material will be allowed on the easement.
7. TMPA will not be responsible for any costs of construction, operation and maintenance of User's encroaching facility. It is further agreed that TMPA shall not be liable for any damage to the encroaching facility herein agreed to as a result of TMPA's use pursuant to its easement, **REGARDLESS IF SUCH DAMAGE IS CAUSED BY THE NEGLIGENCE OF TMPA.** Any TMPA property damaged or destroyed by User or its agents shall be repaired or replaced by TMPA at User's expense and payment is due upon User's receipt of an invoice from TMPA.
8. Blasting is not permitted on the TMPA right of way.
9. Grading shall be done in order to leave the right of way in as nearly as possible to present condition. Spoil dirt and all trash shall be removed from the right of way. Slopes shall be graded so that TMPA vehicles may transit the right of way when required to maintain TMPA's facilities.
10. Shoring shall be required where approved excavation is within 10 feet of a structure and shall extend 20 feet each side of the centerline of the structure. Shoring shall be sufficient to withstand the added load of the structure and its footing. Ditches shall not be left open for extended periods of time. Except when pipe or underground facilities are installed, shoring shall be removed and ditches properly

backfilled as soon as practical. Backfill shall be thoroughly tamped. Water tamping shall not be permitted within this area.

11. The TMPA right of way shall be protected from washing and erosion by a method approved by TMPA.
12. Construction equipment and materials shall not be stored on the right of way during construction.
13. 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 TMPA notifies User in writing of such default, TMPA 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.

If the foregoing terms and conditions are acceptable to User and Epic, please have the original and a copy of this letter agreement signed and returned to me at Texas Municipal Power Agency, P.O. Box 7000, Bryan, Texas 77805 within 30 days for final approval by TMPA. This letter agreement shall be effective only after final approval by TMPA.

Yours very truly,

Hubert Nelson
Contract Land Specialist

ACCEPTED:

Epic Development, Inc.

APPROVED:

Texas Municipal Power Agency

By: _____

Title: _____

Date: _____

 By: _____

Title: _____

Date: _____

The LaSalle Group, Inc.

By: _____

Title: _____

Date: _____

Tract No. 1-8

SUPPLEMENTAL EASEMENT
To E-55140COURT H-DENTON
(19 Reconstruction)
See ID 55140
Mile 3

THE STATE OF TEXAS

COUNTY OF DENTON

DEED RECORDS

WHEREAS the undersigned

ALLIE Gayle DAVISON Trust

8092

hereinafter called "Grantor," whether one or more, is the owner of certain land in the

D. Hough Survey, Abstract No. 646, Denton
County, Texas, across which Texas Power & Light Company, hereinafter called "Company", operates and
maintains an electric transmission line in accordance with the terms of a written easement heretoforegranted to Company by instrument dated the 20th day of May, 1924, andrecorded in Volume 190, Page 620 of the Deed Records of said County; and,WHEREAS, Company now proposes to reconstruct said transmission line and to limit the area affected
as the result of the indefinite terms of the existing easement, and the parties desire to define more
clearly Company's rights under said easement before such reconstruction is undertaken;NOW, THEREFORE, in consideration of TEN Dollars
Dollars (\$ 10.00) in hand paid by Company, it is agreed as follows:

1. The number of steel towers, H-frames, poles and guy anchorages which Company shall have the right to erect, construct, maintain and reconstruct, now or at any time in the future along the course of said line on Grantor's land is no towers, no H-frames, no poles and no guy anchorages.

Covering Aerial Right of Way.

2. Except as provided in Paragraph 3 below, all rights and privileges of Company under and by virtue of said easement, except the part relating to the right of ingress and egress, are hereby limited and restricted to a strip of land 70 feet in width, being 35 feet on each side of the centerline of the transmission line described in the aforesaid original easement. No buildings or other structures, other than fences less than eight (8) feet high, shall be erected on said 70 foot strip. Company shall have the right to trim or cut down trees and shrubbery to the extent, in the sole judgment of the Company, necessary to prevent possible interference with the operations of said line or to remove possible hazard thereto, and the right to remove or prevent the construction of any or all buildings, structures, or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, or convenient operation of said line and its appurtenances. Company shall have the right to relocate structures in said line in the same relative position to any adjacent road if and as widened in the future. Company shall have the right to install and maintain, at its expense, padlocked metal gates within 35 feet of the centerline, if necessary for access to any section of the line.

3. No buildings or other structures more than twenty (20) feet in height shall be erected outside of the said 70-foot strip within fifty (50) feet of the centerline of said transmission line, nor shall any trees, other than fruit trees or shrubbery, not exceeding 15 feet in height, be permitted to grow outside said 70-foot strip within 50 feet of the centerline of said transmission line.

4. If any buildings, structures, fences or other obstructions are constructed by Grantor, his successors or assigns, contrary to the provisions hereof, then the Company shall have the right to remove same, and said Grantor agrees to pay to the Company the reasonable cost of such removal, and this agreement, together with the other provisions hereof, shall constitute a covenant running with the land for the benefit of the Company, its successors and assigns.

5. Grantor reserves the right to use said land for parking cars or storing non-flammable materials or the right to lay out, dedicate, construct, maintain and use across said land such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Company's use of said land for the purposes aforesaid, and shall be so constructed as to provide with respect to Company's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry, or for general agricultural and grazing purposes, provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of Company, interfere with the exercise by the Company of the rights hereby granted.

6. Company will pay to Grantor and, if leased to his tenant, as they may be respectively entitled, for actual damage as done to timber, fences, and growing crops by reason of the construction, maintenance or removal of said line; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on said land, nor for removal of other obstructions erected contrary to the provisions hereof.

As herein amended the original easement is hereby ratified and confirmed and shall remain in full force and effect.

THE STATE OF TEXAS

County of Denton

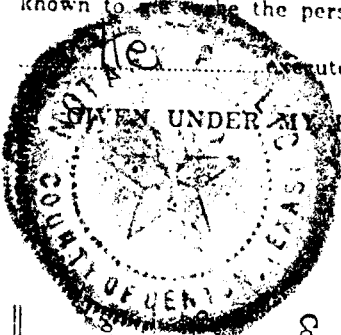
VOL 1066 PAGE 912

BEFORE ME, the undersigned authority, on this day personally appeared

Weland Davison

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that

he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this

24 day of February, A. D. 1981

Marlana K. Morris

Notary Public, Denton County, Texas

1066/911

COUNTY OF DENTON
STATE OF TEXAS

County Clerk
by 1861
Deputy

Wife of Weland Davison

Given under my hand and seal of office this

at 11 o'clock M., and duly recorded by me

in Book 1861 of the Deed Records of said

County, at 1861
Texas Power & Light Co.
STATE OF TEXAS,
COUNTY CLERK, DENTON COUNTY

TO

Weland Davison

FROM

Lease and Right of Way

8092

County

THE STATE OF TEXAS

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS.

COUNTY OF Denton

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared

and

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

, wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

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 day of, A.D. 19

(L.S.)

Notary Public, County, Texas

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of Midland

BEFORE ME, the undersigned authority, on this day personally appeared

David L. Smith, Vice President + Trust Officer

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael A. Fatterson
Sally Beauty Co.
3001 Colorado Blvd
Denton, TX 76210

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Donald Ruy

B. Date of Delivery

C. Signature

X Donald Ruy

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

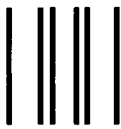
4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7099 3400 0018 9423 1204

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Hubert Nelson
Texas Municipal Power Agency
PO Box 7000
Bryan, TX 77805

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Hubert Nelson

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)

Michael Patterson

Sally Beauty Co

3001 Colorado Blvd

Denton, TX 76210

PS Form 3800, February 2000

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

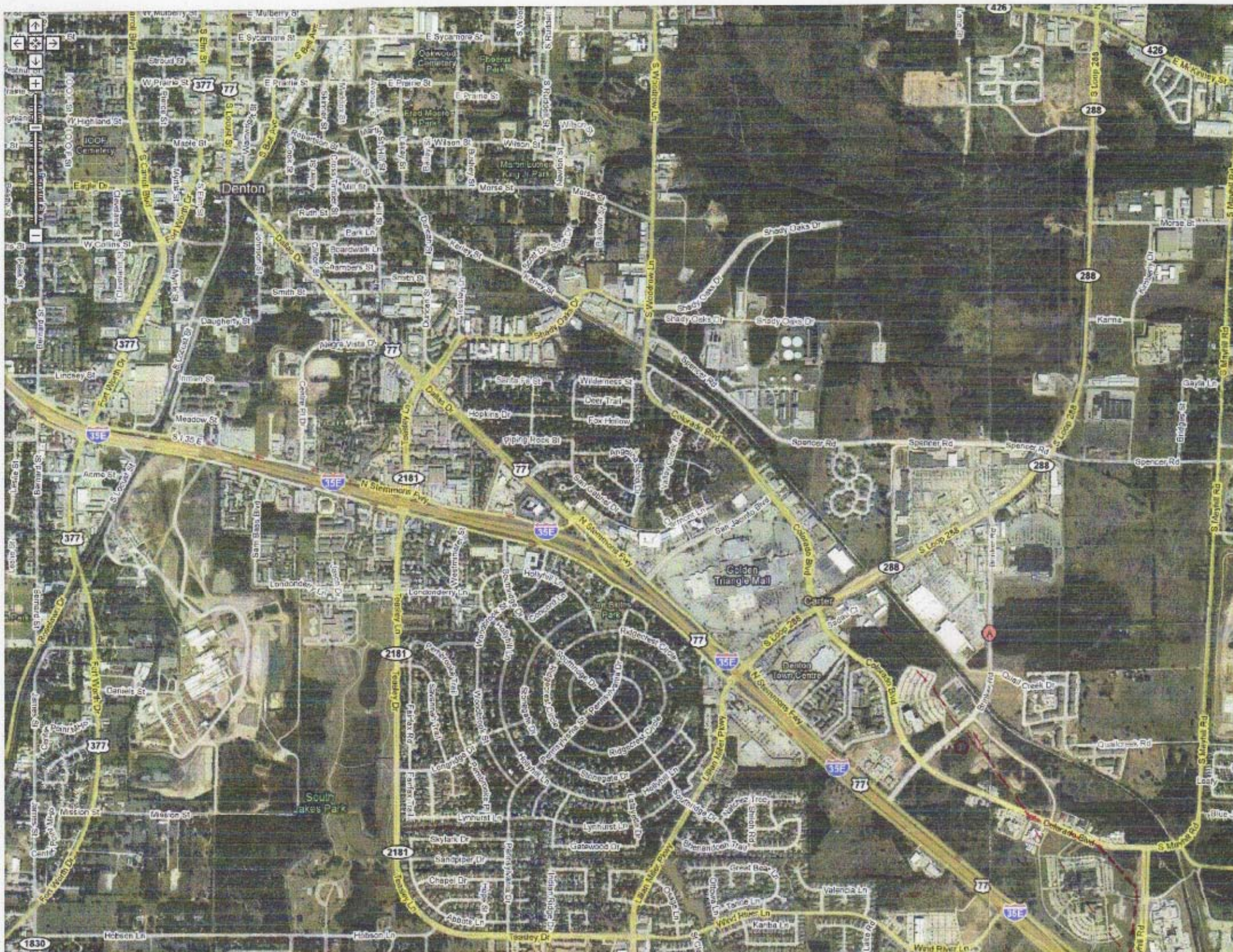
Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3811, February 2, 2009 (Revised)

102595-99-41-2087



D. LAMBARD SUR. A-784

②

105+60

2-12

E 4838

3/1

3-13

3/2

3/3

1715 NTS
115' G.W.

DO NOT
CUT TREES

RR ROW 1-8

RAIL

E-4836
J. E. SHILG ET UX
TO

ALLIE GAYLE DAVISON

VOL 647

P271
21 38 AC

5-24-72

D. HOUGH SUR. A-646

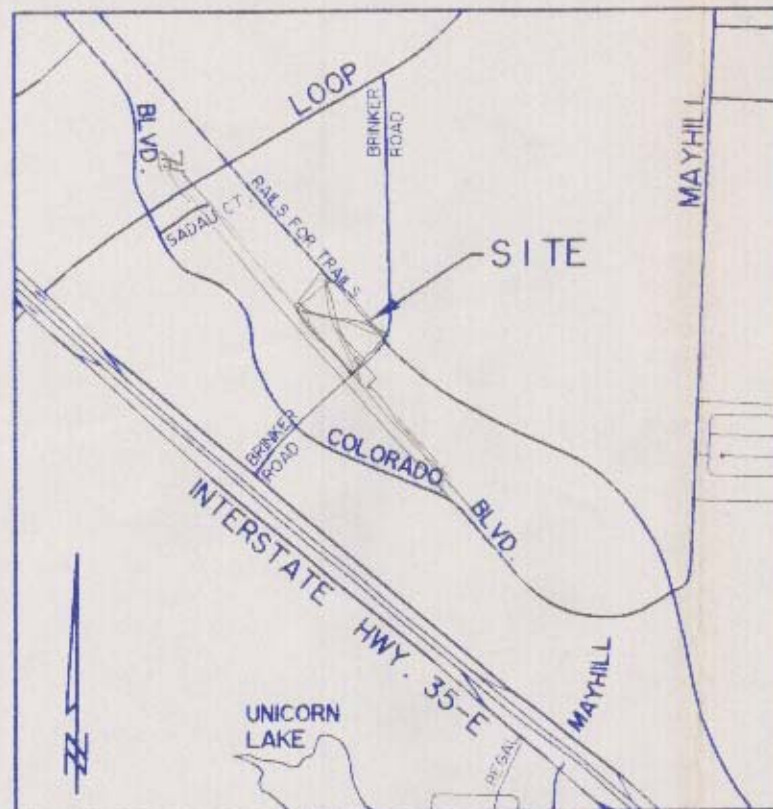
NET 4 BARB

SS
NET: 4 BARB

1 DRAIN, 122+78

COLORADO BLVD.

EXISTING
12" W.L.



EXISTING EARTH

VICINITY MAP

EXISTING 70' TEXAS POWER & LIGHT COM

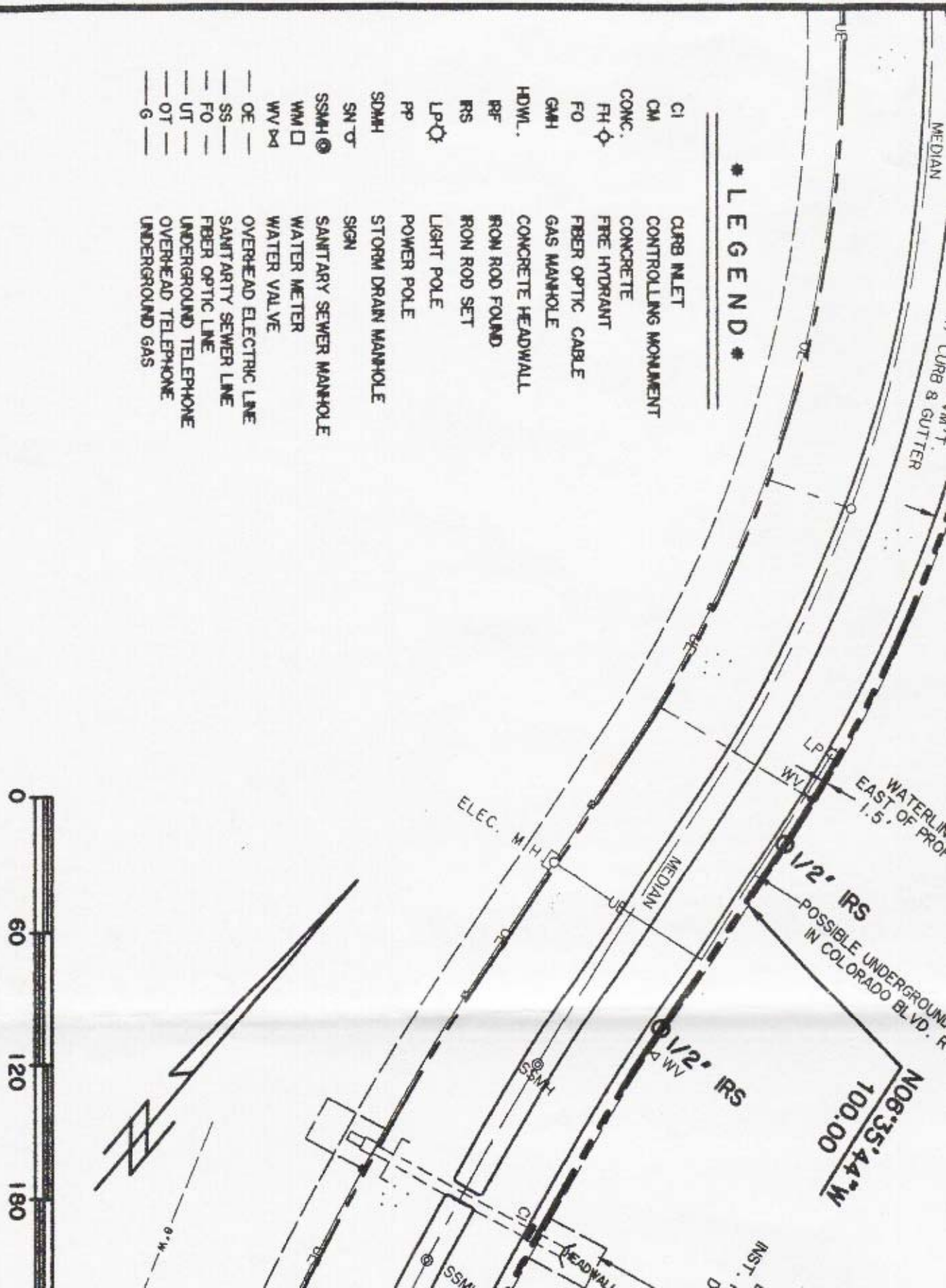
VOL. 190, PG. 624

AS AFFECTED BY TREE TRIMMING EASEMENT VOL.
AS AFFECTED BY SUPPLEMENTAL EASEMENT VO
ASSIGNED TO TEXAS MUNICIPAL POWER AGENCY, V
AND AS AMENDED BY CLARIFICATION OF E
VOL. 1822, PG. 312 D.R.D.C.T.

TRACT I, 243.185

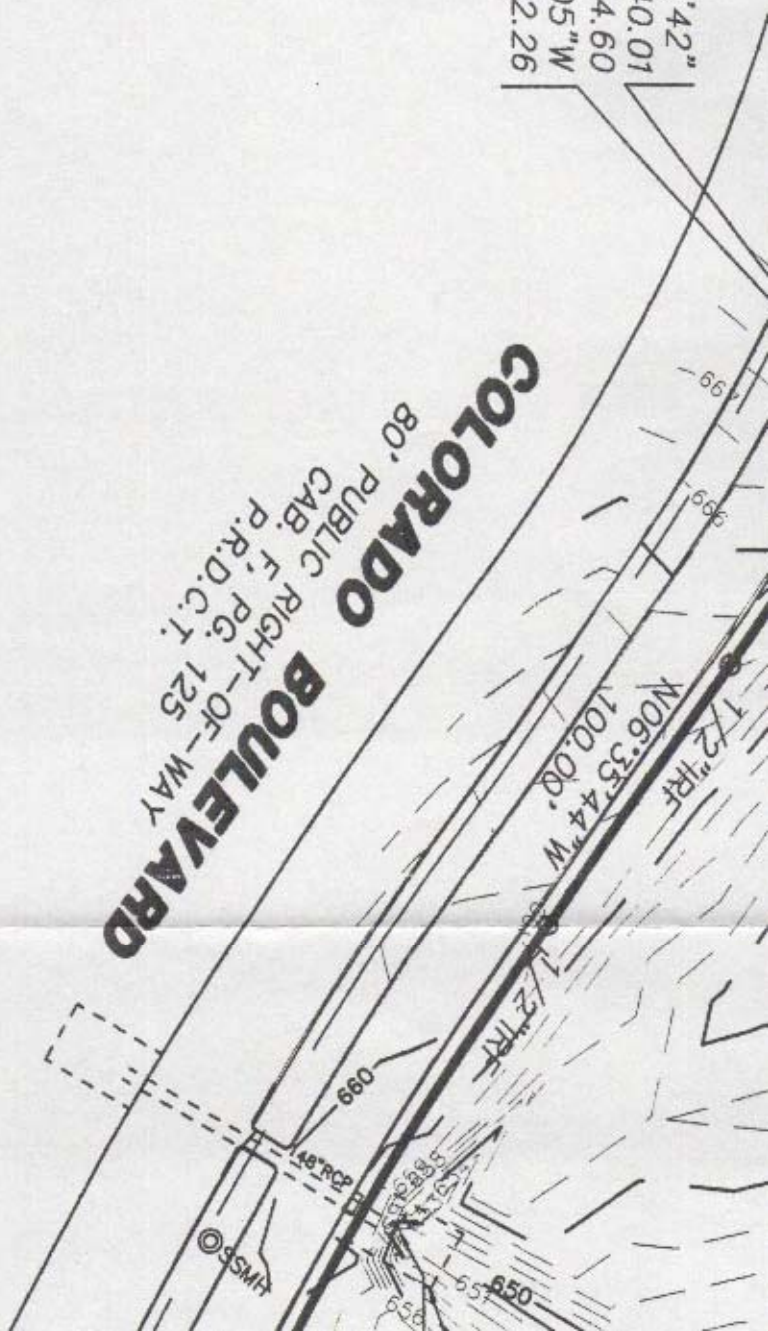
EPIC DEVELOPMEN

VOL. 3245, PG.



$\Delta=25^{\circ}28'42''$
 $R=640.01$
 $L=284.60$
 $CB=N19^{\circ}20'05''W$
 $C=282.26$

COLORADO BOULEVARD
80' PUBLIC RIGHT-OF-WAY
CAB. F. PG. 125
P.R.D.C.T.



1/2" IRF

RA

S41'20"

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