

NEW POOL OR WATER FEATURE  
APPROVAL REQUEST AND RELEASE  
(Version 2004.6)



\_\_\_\_\_ ← (COMPANY) requests approval from Oncor Electric Delivery Company ("ONCOR") of  
Company's plans to construct a pool or water feature ("Project") at (ADDRESS) → \_\_\_\_\_  
(CITY) → \_\_\_\_\_, (MAPSCO) → \_\_\_\_\_.

In order for ONCOR to properly evaluate the Project, Company must attach the following to this completed document:

- Three copies of Company's construction Plans, which include the location of (1) the pool or water feature (including all decking and walkways); (2) all underground electric facilities drawn to scale and clearly marked as either direct buries or in conduit, including primary, secondary, service and street light facilities (the "Underground Facilities"); (3) the electric meter; and (4) all overhead electric facilities within thirty feet of the water's edge ((1), (2), (3) and (4) may be referred to collectively as the "Facilities"); and
- A copy of the final survey for the property ("Survey") showing the location of all property lines and easements located on the property.

In exchange for ONCOR's review and requested approval of the Construction Plans, Company certifies that:

- (a) The Underground Facilities at the Property have been located through the Texas Excavation Safety System ("TESS");
- (b) Company has accurately represented on the Construction Plans and the Survey the location of each of the Facilities located through TESS, easements, and property lines located at the Property;
- (c) ONCOR can rely on the information set forth in the Construction Plans and the Survey in considering Company's request for approval of the Construction Plans;
- (d) Company will exercise extreme caution consistent with all industry accepted standards and practices when excavation around Facilities;
- (e) Company has requester ONCOR to approve the Construction Plans for the sole purpose of obtaining any necessary municipal approvals and to resolve potential conflicts with existing electric facilities; and
- (f) Except as set forth in (g) (1), below Company agrees to indemnify, protect, defend, and hold ONCOR harmless from and against any and all damages, claims, judgments, causes of action, suits, liability, or losses ("Claims") arising out of the construction of the Project or the representations made herein by Company, including Claims arising out of the activities set forth in (g) (2), below.
- (g) In the event ONCOR incorrectly identified the location of the Underground Facilities and such identifications were relied on by Company to prepare the Construction Plans: (1) Company shall not be responsible for the damage to the Underground Facilities; but (2) Company shall be responsible for applicable costs associated with any necessary re-route of the Facilities and all costs associated with relocation of the Project regardless of the cause or reasons for such re-route or relocation.

\_\_\_\_\_  
(Company Name)

By (sign): \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
(Dig - TESS Ticket Number)