

LC. 4658

Farmers Branch 138 kV Loop from  
DPL Northlake - Kirkland Park  
Northlake - Northaven Sub 138 kV  
Deed 2404; Deed H-4.5  
Request No. 20060003-ljr

**COMMERCIAL LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), dated as of January 16, 2006 (the "Agreement Date"), between **TXU Electric Delivery Company**; a Texas corporation ("Licensor") and the **Town of Addison** ("Licensee") (Licensor and Licensee may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), recites and provides:

**RECITALS:**

A. Licensor owns a certain tract of real property consisting of 5.48 acres, more or less, in Dallas County, Texas and 6.00 acres, more or less, in Dallas County (the "Licensor's Property"), which property is more particularly described in a deed dated July 22, 1957 and a deed dated October 22, 1956, a copy of which is attached hereto as Exhibit A and incorporated herein.

C. Licensee desires to use that portion of Licensor's Property [see **Exhibit B attached**] (the "Licensed Property"), for a **Dog Park**.

**AGREEMENT:**

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Revocable License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a revocable license to use the Licensed Property for a Dog Park as of the Agreement Date (the "License").

- a) TXU Electric Delivery Company retains the ability to access the transmission right of way and any structure that may be included in the fenced area including 16' gates with a TXU Electric Delivery lock be included at either end of the facility.
- b) Fences must be grounded.
- c) Contact TXU Electric Delivery Company Operations at (817) 496-2736 before digging.

2. Term: Termination of License. This Agreement may be terminated and the License revoked at any time in the sole discretion of Licensor after ninety calendar days prior written notice to Licensee. Upon revocation or termination of the License, Licensee will immediately vacate and cease to use the Licensed Property.

3. License Fee: Licensee shall pay Licensor the amount of \$0.00 (the "License Fee"), in advance, on or before the Agreement Date. Licensee agrees to pay the License Fee at Licensor's notice address. License may be extended for a maximum of six months after the expiration date, upon 90 days written notice by Licensee.

4. Security Deposit. Upon execution of this Agreement, Licensee shall deposit with Licensor the amount of \$0.00 as security for the full performance by Licensee of the terms of this Agreement ("Security Deposit") and shall maintain this Security Deposit throughout the term of this Agreement. At any time during this Agreement, or upon termination, Licensor shall have the right to apply the Security Deposit against any amounts Licensee may owe Licensor. The balance of the Security Deposit, if any, shall be returned to Licensee when this Agreement is terminated. In the event the Security Deposit is insufficient to cover all of Licensee's obligations, Licensee shall remain liable for the deficiency amount.

5. Maintenance. Licensee is responsible for maintenance and repair of the entire Licensed Property. Licensor shall have no obligation to maintain or repair the Licensed Property. In the event that Licensee's failure to properly maintain the Licensed Property results in a lien being filed against the Licensed Property, in addition to reimbursing Licensor for payment of the lien amount, Licensee shall pay to Licensor the amount of [\$500.00] for its costs and expenses associated with obtaining the release of each such lien.

6. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective Parties hereto and their successors; assigns, heirs and representatives. Notwithstanding the preceding sentence, Licensee shall not have the right to assign this Agreement without the prior written consent of Licensor, which consent may be withheld for any reason in Licensor's sole and absolute discretion. The permission given in this Agreement is personal to Licensee, and is for the sole use of Licensee and Licensee's invitees or guests. Any purported assignment of this Agreement by Licensee without the prior written consent of Licensor shall be null and void ab initio.

7. No Relationship Other than Licensor and Licensee. Nothing contained in this Agreement shall create or be construed to create any relationship between the Parties except that of licensor and licensee.

8. Liability Insurance. The Town of Addison is self insured against liability through the Texas Municipal League Intergovernmental Risk Pool.

9. Indemnification. Licensee, to the extent allowable by and subject to law, agrees to defend, indemnify and hold harmless Licensor, its officers, agents and employees, from and against any and all claims, demands; causes of action, loss; damage; liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons to the extent that the same are caused by, the negligence or willful misconduct or omission of Licensee, its officers, and employees, , except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Licensor, its officers, agents, or employees

or separate contractors, and in the event of joint and concurrent negligence of both Parties, responsibility and indemnity, if any, shall be apportioned comparatively.

10. Compliance with Law. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with the Licensed Property because of Licensee's use thereof. Licensee shall also comply with all laws and regulations pertaining to hazardous waste, hazardous materials and the environment.

11. Licensor's Access. Licensor and its employees, authorized agents and representatives shall have the right to enter the Licensed Property at any time for any purpose, it being understood that from time to time entry will be necessary for general inspections of Licensor's facilities. This License is nonexclusive, and Licensor, its employees, agents, representatives, and others whom it may license, may go upon, make improvements upon, use and traverse the above described Licensed Property and make changes in the location of or additions to Licensor's transmission and distribution facilities located thereon without payment of compensation to Licensee and without liability for any damage or interruption resulting to Licensee of its activities or business. Licensee shall not take any actions or make any improvements that in any way interfere with Licensor's access to the Licensed Property.

12. Acceptance of Licensed Property; Improvements. Licensee acknowledges that it has fully inspected the Licensed Property and accepts the Licensed Property in its present condition as suitable for the purposes for which it is licensed. Licensee shall not make or cause to be made any improvements to the Licensed Property, including but not limited to any buildings; parking areas, light standards, fences, shrubs, trees or signs, except as approved in writing by Licensor and then only at the sole cost and expense of Licensee. If at any time, any improvements made by Licensee, in the sole judgment of Licensor, interfere with Licensor's use or enjoyment of the Licensed Property, Licensor shall have the right to remove said improvements. Licensor shall notify Licensee in writing that within ninety calendar days the improvements must be removed at Licensee's sole cost. If at the end of such ninety day period the improvements have not been removed, Licensor may, remove them, at Licensee's sole expense. Licensor will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the improvements or business interruption. However, in an emergency, Licensor shall have the right to immediately remove the improvements. If the improvements are removed, Licensor will not unreasonably withhold consent for Licensee to relocate the improvements within the Licensed Property.

13. Condition Upon Termination. Upon termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor in the same condition as received except for ordinary wear and tear. In addition, Licensor may require Licensee to remove any improvements made to the Licensed Property by Licensee prior to the termination of this Agreement and to restore the Licensed Property to its original condition, at Licensee's expense. All improvements not removed at Licensor's request, shall become Licensor's property at no cost or expense to Licensor.

14. Boom-Type Equipment. Use of draglines or other boom-type equipment in connection with any work to be performed on the Licensed Property by Licensee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen feet of Licensor's power lines situated on or near the Licensed Property. Licensee must give notice to Licensor at least three business days prior to the use of any boom-type equipment on the Licensed Property. Licensor reserves the right to refuse Licensee permission to use boom type equipment.

15. No Liens on Licensed Property. During any period of construction and at all times while this Agreement is in effect, Licensee shall take whatever steps are necessary to prevent any liens, including but not limited to mechanics liens and materialmen's liens, from attaching to the Licensed Property. Licensee shall immediately pay such sums as may be necessary to dispatch liens and encumbrances filed with respect to all or any portion of the Licensed Property resulting from the construction, maintenance or presence of any of Licensee's improvements, or Licensee's failure to provide general upkeep on the Licensed Property.

16. Default. It is understood and agreed that, if Licensee shall default in any of the terms and conditions herein stated and such default continues for a period of ten calendar days after Licensor notifies Licensee of such default, Licensor may, but is not obligated to (a) take any actions necessary to remedy Licensee's default, upon which Licensor may apply the Security Deposit to any costs and expenses incurred by Licensor, and/or (b) terminate this Agreement and upon such termination all rights, but not the obligations, of Licensee hereunder shall cease and come to an end. If Licensor decides to terminate this Agreement pursuant to this Paragraph 15, there shall be no prorata refund to Licensee of a portion of the License Fee for the then current year.

17. Construction of Barricades. Licensee shall construct, at Licensee's own expense, barricades around towers and fixtures, which might be in the vicinity of vehicular traffic, such barricades to be as shown on Exhibit "C", attached hereto and by reference made a part hereof:

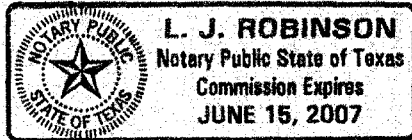
18. Prior Agreements. This Agreement constitutes the sole and only agreement of the Parties with regard to the Licensed Property and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

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

20. Applicable Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DALLAS COUNTY, TEXAS



The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this 10th day of July, 2006 by Thomas F. Newcom, as Attorney-in-Fact of TXU Electric Delivery Company; a Texas corporation, on behalf of the corporation.



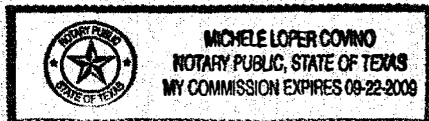
[Signature]  
Notary Public in and for  
the State of Texas

LICENSEE:  
Town of Addison

By: [Signature]  
Name: RON WHITEHEAD  
Title: CITY MANAGER

STATE OF TEXAS           §  
                                  §  
                                  §  
COUNTY OF DALLAS   §  
                                  §  
                                  §  
                                  §  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction, this 18th day of JULY, 2006 by RON WHITEHEAD.



[Signature]  
Notary Public in and for  
the State of Texas

PROJECT NAME: DOG PARK  
 PROJECT NUMBER: 20A-0001  
 DATE: 12-01-10



# DOG PARK ADDISON, TEXAS

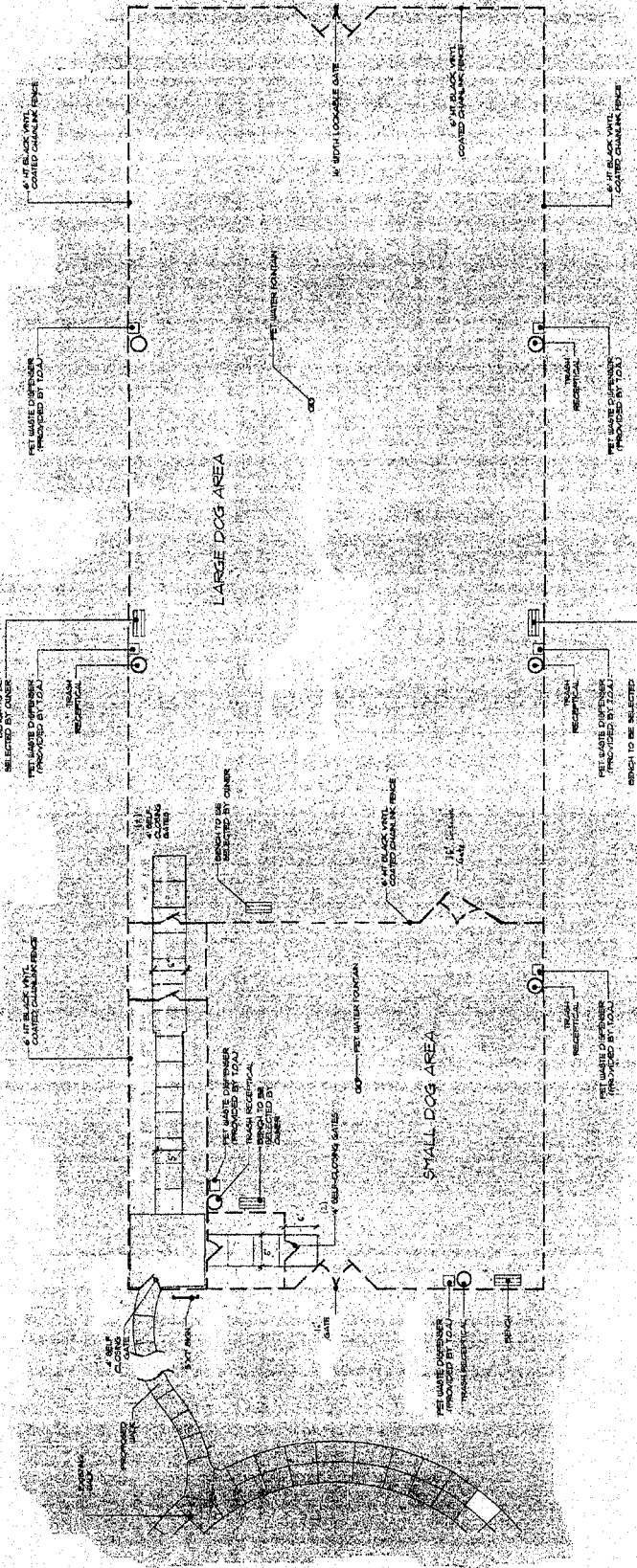
PROJECT NAME: DOG PARK

ADDISON, TEXAS



TITLE: L1.01  
 DATE: 12/01/10  
 SCALE: 1" = 10'-0"

Exhibit 'B'

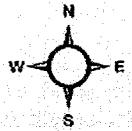


1 PRELIMINARY

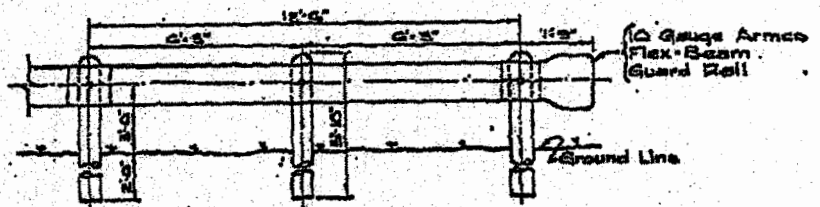
SCALE: 1" = 10'-0"

**Exhibit 'B'**

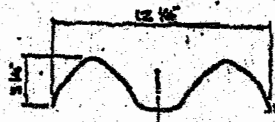
1 inch equals 40 feet



**Future Dog Park**



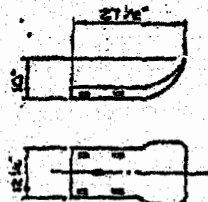
INSTALLATION



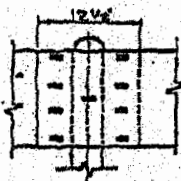
SECTION THRU RAIL



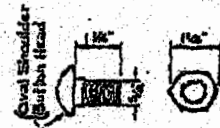
ARRANGEMENT AT POSTS



TERMINAL SECTION



RAIL SPICE



SPICE BOLT & NUT  
(Post Bolt Similar, Except Length)

ARMCO FLEX BEAM GUARD RAIL

EXHIBIT "C"

Exhibit 'A'

#6  
NORTH LAKE - NORTHAVEN SUB  
158KV. F/W

130646...\$1.75

Deed 2404

4741/148

7-22-57

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That I, J. E. Bush, for and in consideration of the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS to me in hand paid by Texas Power & Light Company, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Texas Power & Light Company, a Texas Corporation, the following described property, lying and situated in Dallas County, Texas, being a part of the Thomas L. Chanaweth Survey, Abstract No. 273, and being a part of a 120 acre tract of land conveyed to J. E. Bush by Gladys Bandy Bush by a deed of record in Volume 3493, Page 441, Deed Records of Dallas County, Texas, and a part of that certain tract of land described in a deed from G. C. Galloway, et al, to J. E. Bush, of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the southeast corner of the said 120 acre tract, same being the northeast corner of a tract of land conveyed to Janie Stark by a deed of record in Volume 3086, Page 411, Deed Records of Dallas County, Texas;

THENCE in a northerly direction, along the east line of the said 120 acre tract, at 2145 feet pass the northeast corner of the said 120 acre tract and continue in a northerly direction along the east line of the tract of land described in the deed of record in Volume 4634, Page 232, Deed Records of Dallas County, Texas, in all a distance of 2288.0 feet, more or less, to a point in the south right of way line of the existing relocated Belt Line Road (100 feet wide);

THENCE in a southwesterly direction, with the said south right of way line of the existing relocated Belt Line Road and with a curve to the right therein with a radius of 1960 feet, a distance of 218.6 feet to a point for corner;

THENCE S 26° 07' E, 227.8 feet, more or less, to a point for corner;

THENCE south, parallel with and 100 feet perpendicularly distant from the east line of the said 120 acre tract, a distance of 1999.4 feet, more or less, to a point in the south line of the said 120 acre tract;

THENCE east, with the south line of the said 120 acre tract and with the general course of a fence, 100 feet to the place of beginning; and containing 5.48 acres of land.

Grantor reserves from this conveyance an easement, or way, for persons and vehicles, across the land above described, as a means of access to and from the remaining tracts owned by Grantor contiguous to the land hereby conveyed, for use by grantor, his tenants, servants, employees, agents, heirs, legal representatives and assigns, but not by the public generally; provided that such easement shall be used and exercised at such places as will not interfere with the Grantee's use of the land hereby conveyed. In the event Grantor, his heirs, legal representatives or assigns, shall hereafter cause the remainder of the land now owned by Grantor, contiguous to the land hereby conveyed, or any part thereof, to be lawfully subdivided and platted into lots or blocks, with streets or alleys adjoining the same, Grantee agrees, by the acceptance of this conveyance, to grant and dedicate without charge such additional easements and rights of way across the land hereby conveyed for the purpose of such utilities, streets, alleys, avenues and public ways as may be reasonably required to conform to said plat of the Grantor, his heirs, legal representatives and assigns, in such subdivision of said land; provided that such use will not interfere with the construction, maintenance and operation by Grantee of its facilities for the transmission and distribution of

electricity across, over, along and under the premises hereby conveyed, and provided Grantee shall be under no obligation to change any construction on the land hereby conveyed or to clear, grade or otherwise improve such land for such utilities, streets, alleys, avenues and public ways.

This conveyance is made subject to all easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Texas Power & Light Company, its successors and assigns, forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Texas Power & Light Company, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand, this 22nd day of JULY, 1957.

*J. E. Bush*  
\_\_\_\_\_  
J. E. Bush

THE STATE OF TEXAS  
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. E. BUSH, known to me to be the person whose name is 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 22nd day of JULY, A. D., 1957.



W. E. CRICKERSON, Notary Public  
in and for Dallas County, Texas  
My Commission Expires June 1, 1960

*W. E. Crickerson*  
\_\_\_\_\_  
Notary Public in and for Dallas County, Texas



H-4,5

#255

Deed

V. 4598/P. 130

10-22-56

186726...\$2.00

THE STATE OF TEXAS  
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

North Lake - Northaven 13

TD 14262 St. 11

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

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

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

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

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

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

Grantors expressly reserve from this conveyance an easement,

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

APPROVED - DALLAS POWER & LIGHT COMPANY  
Legality and Form: *[Signature]*  
Engineer: *[Signature]*  
Surveyor: *[Signature]*



6

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

This conveyance is made subject to all easements of record.

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

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

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

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

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

THE STATE OF TEXAS     |  
COUNTY OF Dallas     |

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

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

Josephine Batts  
Notary Public in and for Dallas County, Texas.



1053  
720

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

By [Signature], Deputy  
Clerk True

Rev. 24.20 2007

4598  
180

127870

GENERAL WARRANTY DEED

INDEXED

127870

W. ROY HASTINGS, ET UX,

TO

DALLAS POWER & LIGHT COMPANY

FILED FOR RECORD  
DALLAS CO. TEXAS

1956 OCT 24 AM 10 53

FOR DALLAS CO. CLERK  
DEPUTY

125

FILE  
P-4450  
NUMBER

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

X