

EXHIBIT A LICENSE AGREEMENT
REDDING TRAIL

File Easement



April 2, 1985

Mr. Kevin Maiman
Administrative Assistant
Town of Addison
P.O. Box 144
Addison, Texas 75001

Dear Kevin:

Enclosed is your executed original of the license agreement between Dallas Power & Light Company, Texas Power & Light Company and the Town of Addison for park and recreation purposes.

If I can be of further assistance, please let me know.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Steve".

Steven R. Higginbotham

SRH/mg

Enclosure

LICENSE

FILE NO. 8.19-A

STATE OF TEXAS ()
 () KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS ()

WHEREAS, Dallas Power & Light Company and Texas Power & Light Company, Divisions of Texas Utilities Electric Company, a Texas Corporation, hereinafter referred to as Grantor, owns certain lands in the Town of Addison traversed by Grantor's steel tower transmission lines; and

WHEREAS the Town of Addison, 5300 Belt Line Road, Addison, Texas 75001, hereinafter referred to as Grantee, wishes to use a portion of Grantor's said lands for park and recreation purposes.

NOW, THEREFORE, Grantor, for and in consideration of ONE AND NO/100 (\$1.00) DOLLARS and other good and valuable consideration does grant and convey unto Grantee, subject to the terms and conditions hereafter stated, a license and permission to use for park and recreation purposes only the following described lands in Dallas County, Texas, to-wit:

Being Dallas Power & Light Company's and Texas Power & Light Company's electric transmission line right of way situated in the Town of Addison, Dallas County, Texas and the Thomas L. Chenoweth Survey, Abstract No. 273, to-wit: (1) that certain 5.48 acre tract of land conveyed to Texas Power & Light Company by J. E Bush by deed dated July 22, 1957, of record in Volume 4741, page 148, Deed Records of Dallas County, Texas; and (2) that certain 6.00 acre tract of land conveyed to Dallas Power & Light Company by W. Roy Hastings, et ux, by a Warranty Deed dated October 22, 1956, of record in Volume 4598, page 130, Deed Records of Dallas County, Texas, and being more particularly shown on the drawing marked EXHIBIT "A" attached hereto and made a part hereof for all intent and purpose.

1. This license shall continue for an initial period of one year, and thereafter, on the same terms and conditions on a year to year basis, subject to termination by either party by thirty (30) days written notice, in advance of expiration of any such one year term.

2. Grantee agrees to assume the duties and obligations of policing, supervising and maintaining a proposed bicycle/jogging trail and agrees to assume the duties and obligations of policing, supervising and maintaining the remainder of Grantor's land herein described above, including all expense and liability in connection with the maintenance and operation thereof.

3. It is agreed that Grantee may use said premises for park and recreation purposes but only insofar as such use is not inconsistent with use of said premises by the Grantor, its successors and assigns, in the conduct of its business or generating, distributing and selling electric power and energy.

4. It is expressly understood and agreed that the herein granted rights are for the sole purpose of the passage of pedestrians and persons on bicycles and Grantee shall place signs to insure that such use is restricted to that purpose only and to make such use known to persons using or intending to use the above mentioned trail. Further Grantee shall place barricades around any of Grantor's electric facilities, existing or future, affected by the herein licensed premises, in conformity with the details as set out on the attached EXHIBIT "B".

5. It is expressly understood and agreed that only dwarf trees and shrubs not to exceed a maximum height of 15.0 feet be used for landscaping.

6. There shall not be any other construction activities prior to the installation of barriers around Grantor's electric facilities located thereon, so as to afford maximum protection of said facilities at all times.

7. Grantee shall be responsible for the maintenance of the herein licensed premises. In the event it becomes necessary for Grantor to maintain said licensed premises, Grantee shall bear all costs and expenses incurred by Grantor as a result of said maintenance.

8. It is understood and agreed that no federal funding shall be used in any manner in connection with Grantee's activities on the premises covered by this license.

9. The Town of Addison shall declare for tax rendering purposes that the purpose described herein is open space property.

10. Grantee shall provide means of access to and from Grantor's facilities located thereon, at all times during and after construction activities from either end of the herein licensed premises.

11. Grantee shall provide for keeping the herein licensed area clean and sanitary and will prohibit any rubbish, trash or flammable material to be left scattered on the premises.

12. Grantee agrees to accept possession of the premises in its present condition and shall not place upon the licensed premises any buildings, fences, shrubs, or other improvements or growths of any character, other than those specifically authorized herein.

13. This license shall continue so long as Grantee shall use said premises for park and recreation purposes and shall immediately lapse and terminate upon cessation of such use.

14. Grantee shall advise Grantor's Maintenance & Construction Division of the Substation & Transmission Department at 698-7759 at least two working days prior to commencing any work within the limits of Grantor's property.

15. Grantee shall not use or cause to be used any overhead lift or boom-type equipment, including but not limited to draglines, backhoes and industrial vehicles, within the limits of Grantor's property.

16. Grantee hereby acknowledges title to Grantor in and to the licensed premises and agrees never to assail or resist said title.

17. Grantor reserves the right to construct, reconstruct, maintain and operate any and all electric power transmission and distribution lines, telephone lines or any other facilities which it may deem necessary or desirable in the conduct of its business on, under, over and across said premises.

18. Grantor and Grantee each agree that if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them in proportion to their negligence. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties but that this agreement shall be for the benefit of the parties hereto. Further it is not the intention of this instrument to grant to any member of the public any rights whatsoever independent of the rights or license granted to Grantee by this instrument.

19. Upon termination of this agreement, Grantee shall surrender this license and the possession of Grantor's premises hereinabove described in the same condition that such property was in at the beginning of the term of this license, ordinary wear and tear for the purposes herein authorized excepted, and title to any facilities left in place on said premises shall pass to Grantor without compensation to Grantee.

20. This license is personal to Grantee and the whole or any part thereof may not be sold, transferred, assigned nor sublet without the previous written consent of Grantor.

21. This instrument supersedes all previous and contemporary grants, licenses, contracts and understandings, written or verbal, made or had, by or between Grantor and Grantee in respect to the matters herein contained and sets forth the sole agreement of the parties in respect thereto.

EXECUTED as of this 14th day of February, A.D. 1985.

GRANTOR

DALLAS POWER & LIGHT COMPANY

By: *D. J. Hampton*
D. J. HAMPTON, Vice President

TEXAS POWER & LIGHT COMPANY

OK SNW By: *R. K. Campbell*
R. K. Campbell, President

GRANTEE

TOWN OF ADDISON

ATTEST:

Jacque Kuse
Secretary

By: *Jim Redding*
Mayor

STATE OF TEXAS ()
 ()
COUNTY OF DALLAS ()

BEFORE ME, the undersigned authority, on this day personally appeared D. J. HAMPTON, Vice President of Dallas Power & Light Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said Dallas Power & Light Company, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of March, A.D. 1985.

Mary Alice Sherrod
Notary Public in and for the State of Texas
Mary Alice Sherrod
(Print Name of Notary Public Here)

My Commission Expires:
11/3/85

STATE OF TEXAS ()
COUNTY OF DALLAS ()

BEFORE ME, the undersigned authority, on this day personally appeared R. K. Campbell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Texas Power & Light Company and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of March, A.D. 1985.

B. Janice McKee
Notary Public in and for the State of Texas
B. JANICE MCKEE
(Print Name of Notary Public Here)

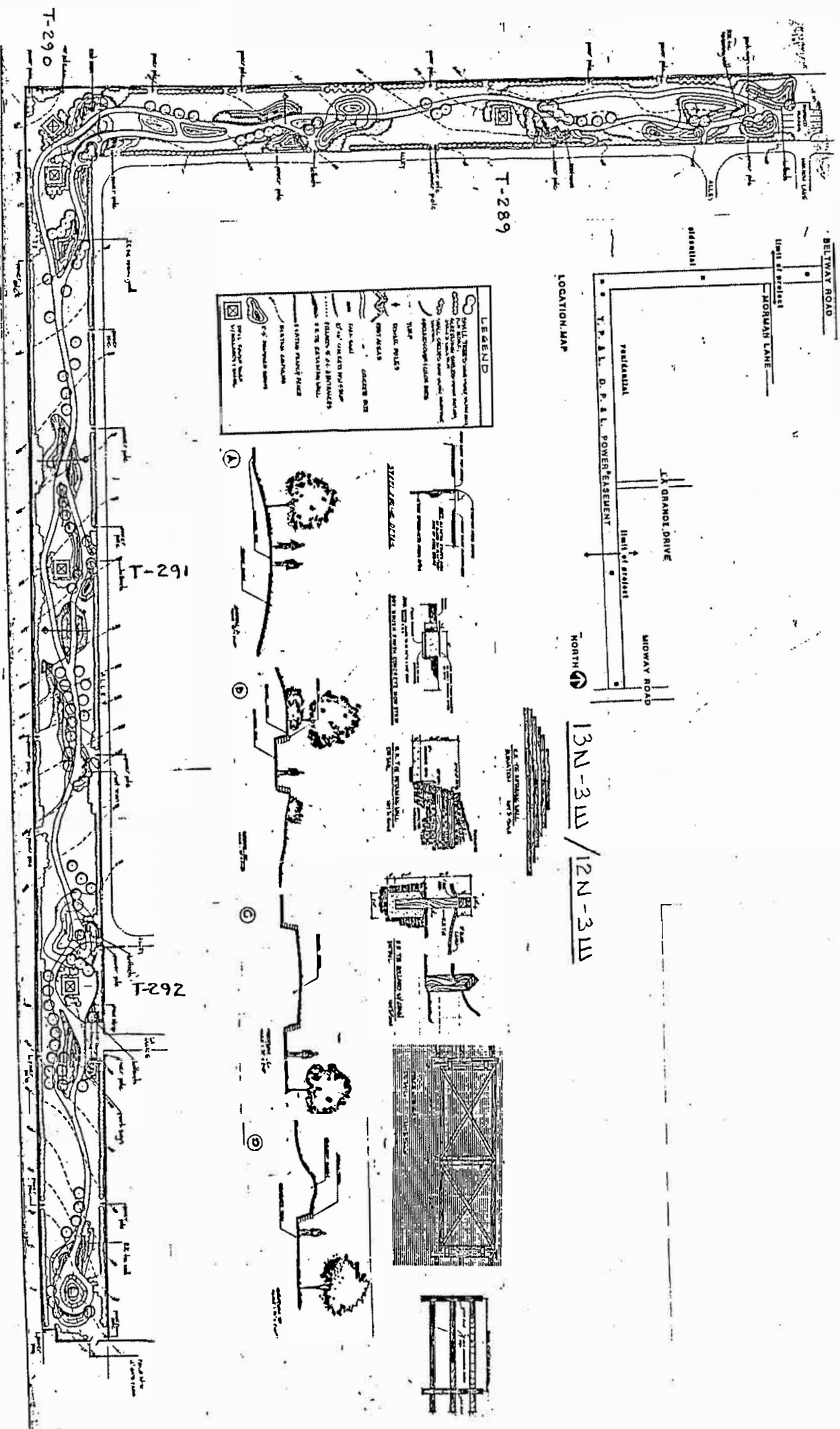
STATE OF TEXAS ()
COUNTY OF DALLAS ()

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Keating, Mayor of the Town of Addison, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the said Town of Addison, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January, A.D. 1985.

Roseann M. Selinger
Notary Public in and for the State of Texas
ROSEANN M. SELINGER
(Print Name of Notary Public Here)

My Commission Expires:
6/18/85



Ref. Files: H-4.5
9685-E

EXHIBIT "A"

FILE NO. 8.19-A

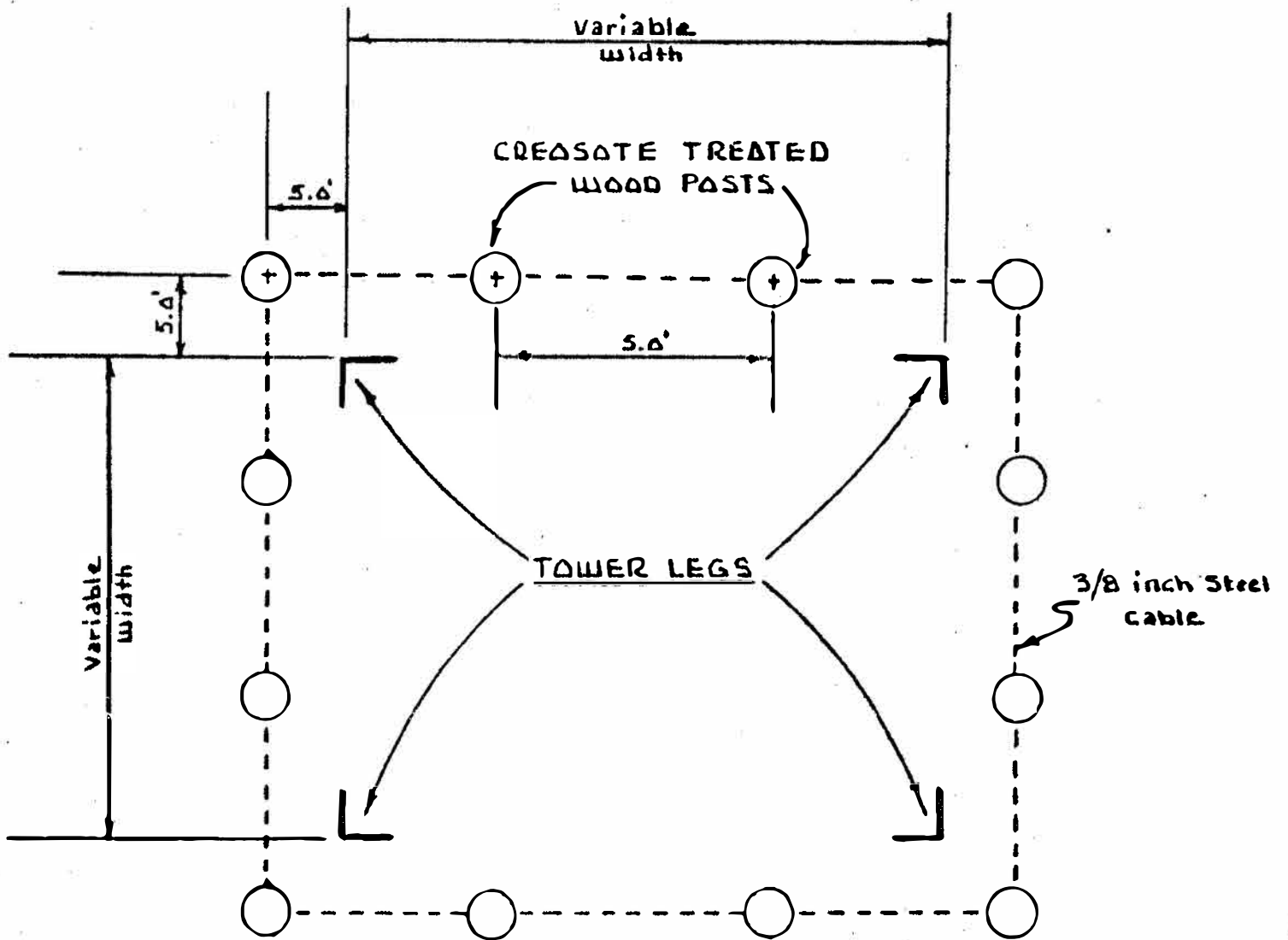
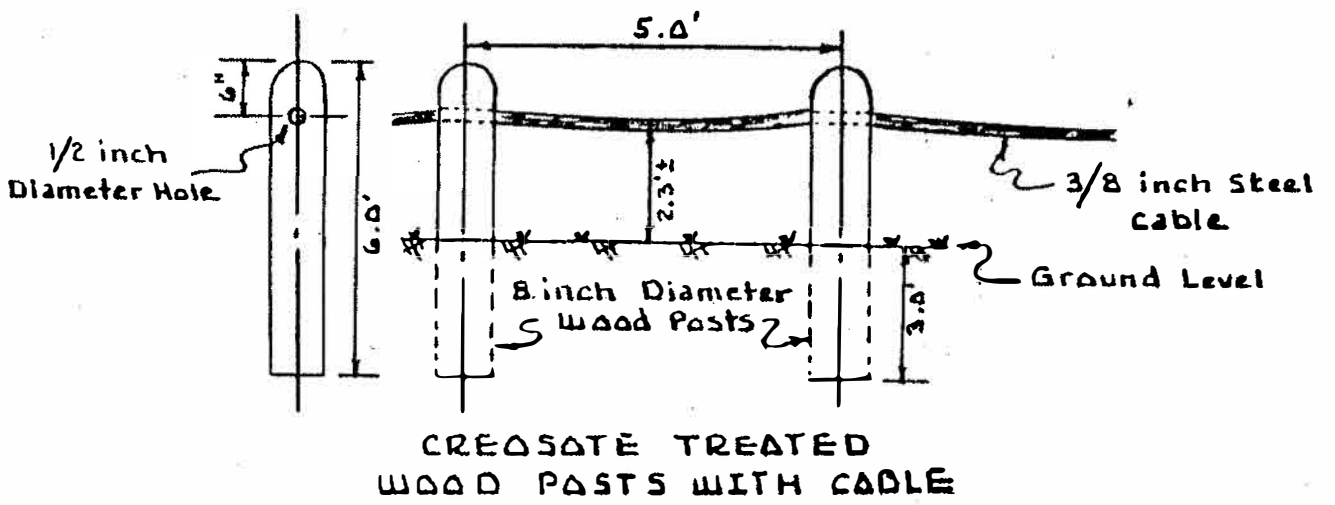


EXHIBIT "B"

DALLAS POWER & LIGHT COMPANY

No Scale

FILE NO. 8.19-A