

RESOLUTION NO. R20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AN AMENDMENT TO LICENSE NO. 8.19-A, BETWEEN THE TOWN OF ADDISON AND ONCOR ELECTRIC DELIVERY COMPANY LLC, TO ESTABLISH STANDARDS FOR CONSTRUCTION OF IMPROVEMENTS AND INSTALLATION OF LANDSCAPING IN THE REDDING TRAIL LICENSE AREA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a License Agreement between the Town of Addison and Oncor Electric Delivery Company LLC, formerly Dallas Power and Light, (“Oncor”) was executed on February 14, 1985 to allow the town to construct, access and maintain a trail corridor, referred to as the Redding Trail which is identified in “Exhibit A” of the Agreement; and

WHEREAS, Oncor wishes to make modifications to existing landscape and site furnishing elements within the trail corridor to better comply with Oncor’s current Hike and Bike Trail Guidelines established June 1, 2014; and

WHEREAS, Addison’s excellence in maintaining and occupying the licensed area of the Redding Trail merits Oncor’s decision to make concessions to allow many of the Town’s improvements to remain in the easement area and to afford the opportunity to relocate some improvements and to construct others; and

WHEREAS, Oncor is making concessions to allow certain elements identified to remain within the trail corridor, although they do not comply with the Oncor’s current Hike and Bike Trail Guidelines. Oncor wishes to amend the license agreement by identifying those items in “Exhibit C” and attaching the exhibit to the license agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2. The First Amendment to License, attached as **Exhibit A**, is hereby approved and the City Manager is authorized to execute the amendment.

Section 3. This resolution shall be effective from and after its date of passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 14th day of July 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

After Recording Return To:
The Town of Addison, Texas
Attn: City Secretary
5300 Belt Line Road
Dallas, Texas 75254

FIRST AMENDMENT TO LICENSE

This First Amendment to License (“Amendment”) between Oncor Electric Delivery Company LLC, formerly Dallas Power & Light Company (“Oncor”) and the Town of Addison, Texas (“Addison”) is entered into this _____ day of July, 2020, to amend that certain License dated February 14, 1985 (the “License”), attached hereto and incorporated herein as **Exhibit A**.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and affirmed, the parties desire to amend the License as follows:

1. The License shall be amended to add a new Exhibit C titled “Construction Limitations on Oncor Electric Delivery Company Right of Way” which is attached hereto as **Exhibit B**.
2. Save and except as amended herein, the parties affirm the rights and obligations contained in the License and hereby confirm and agree to the rights and obligations contained therein.
3. Save and except as amended herein, the License shall continue in full force and effect according to its terms.

**ONCOR ELECTRIC DELIVERY
COMPANY LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

ACKNOWLEDGEMENT

This instrument was acknowledged before me on July ____, 2020 by _____ of **Oncor Electric Delivery Company LLC**, a Texas limited liability company, on behalf of said company.

Seal

Notary Public's Signature

EXHIBIT A

TOWN OF ADDISON, TEXAS
a Texas home rule municipality

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on July ____, 2020 by Wesley S. Pierson, City Manager, of the **Town of Addison, Texas**, a Texas home rule municipality, on behalf of said municipality.

Notary Public's Signature

(Seal)

EXHIBIT A

EXHIBIT A

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

DALLAS POWER & LIGHT COMPANY - 1506 COMMERCE STREET - DALLAS, TEXAS 75201 - (214) 898-7000
A Division of Texas Utilities Finance Company

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EXHIBIT A

EXHIBIT A

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.

EXHIBIT A

EXHIBIT A

FILE NO. 8.19-A

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.

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EXHIBIT A

EXHIBIT A

FILE NO. 8.19-A

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

By: R. K. Campbell
R. K. Campbell, President

GRANTEE

ATTEST:

TOWN OF ADDISON

Innocent 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 27th 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

EXHIBIT A

EXHIBIT A

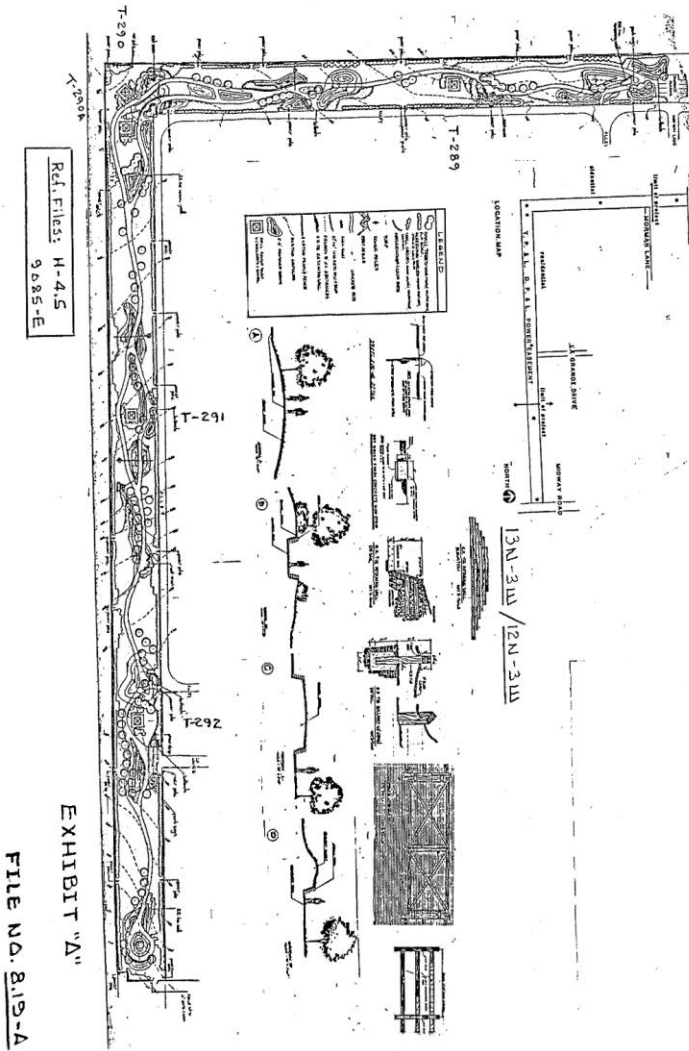


EXHIBIT A

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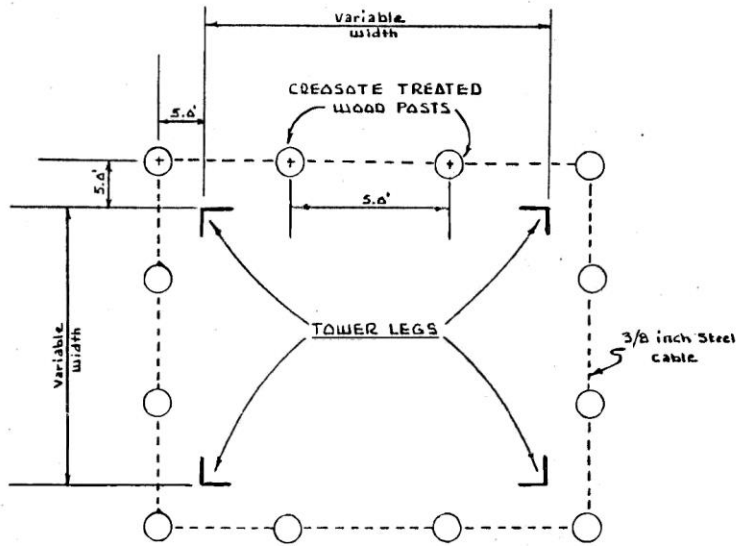
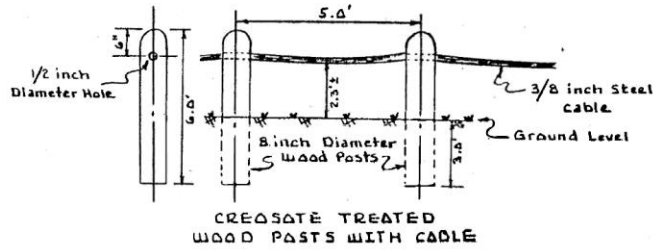


EXHIBIT "B"

DALLAS POWER & LIGHT COMPANY

No Scale

FILE NO. 8,19-A

EXHIBIT A

EXHIBIT B

EXHIBIT C
Redding Trail License 8.19-A

**CONSTRUCTION LIMITATIONS ON
ONCOR ELECTRIC DELIVERY COMPANY RIGHT OF WAY**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way. REVIEWED AND APPROVED EXCEPTION: existing light standards limited to a **maximum** height of 8-foot 9-inches tall located within the ROW (83 locations in addition to 8 bollard lights).
9. Equipment shall not be placed within fifteen (15) feet of the power lines.
10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right- of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.

Hike & Bike Trail Agreement – Page 1

First Amendment to License - Page 10 of 12

EXHIBIT A

EXHIBIT B

EXHIBIT C Redding Trail License 8.19-A

14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (972) 721-6387.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et ., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601- 2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.
19. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way. REVIEWED AND APPROVED EXCEPTION: existing seating areas (two locations).
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. REVIEWED AND APPROVED EXCEPTIONS:
- Existing sprinkler system;
 - Plantings along the edges of the easement (including vitex and crepe myrtles) are allowed to remain ONLY IF they are consistently maintained at a 15-foot height or less. If the height exceeds 15-foot, Oncor has the right to remove them.
 - Any ornamental trees previously planted can be relocated to the outer edges of the easement.

Hike & Bike Trail Agreement – Page 2

First Amendment to License - Page 11 of 12

EXHIBIT A

EXHIBIT B

EXHIBIT C
Redding Trail License 8.19-A

19. No park or park designation will be permitted on the right-of-way.

20. Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; 1) a concrete protective barrier between the surface and the pipe that is a minimum of one foot thick by one foot wide, if pipe is wider than one foot, then width of pipe, with the top of the concrete barrier to be at least one foot below the surface or final grade, 2) construct the gas pipeline inside of a proper protective steel casing, 3) where electric facilities are located above ground, install the pipeline a minimum of 10 feet below the ground surface, or 4) where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a 10 foot clearance between the pipeline and the underground electric facilities.

Hike & Bike Trail Agreement – Page 3

First Amendment to License - Page 12 of 12