

Saginaw-Liggett
138kV LineD-838, Tract 1
(LC-4580) 2024-7360TM

COMMERCIAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), dated as of July 8, 2024 (the “Agreement Date”), between Oncor Electric Delivery Company LLC, a Delaware limited liability company (“Licensor”) and City of North Richland Hills, Tarrant County, Texas (“Licensee”) (Licensor and Licensee may hereinafter be referred to individually as a “Party” and collectively as the “Parties”), recites and provides:

RECITALS:

WHEREAS, Licensor owns two certain tracts of real property consisting of 6.36 acres in total, more or less, in Tarrant County, Texas (the “Licensor’s Property”), which properties are more particularly described in deeds dated March 24, 1955, recorded in Volume 2844, Page 281, Deed Records, Tarrant County, Texas.

WHEREAS, Licensee owns a certain tract or parcel of real property immediately adjacent to and to the East of Licensor’s Property.

WHEREAS, Licensee desires to use that portion of Licensor’s Property which is attached hereto as Exhibit “A” and incorporated herein (the “Licensed Property”), for parking, one paved access drive entrance and grass landscaping.

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 parking, an access drive and grass landscaping as of the Agreement Date (the “License”).
2. Term; Termination of License. This Agreement shall be for a term beginning on 7/8/2024 and expiring on 7/8/2025. This Agreement shall renewal automatically for successive one year terms until terminated. This Agreement may be terminated and the License revoked at any time in the sole discretion of Licensor after thirty 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** per year (the

“License Fee”), in advance, on or before the Agreement Date and on or before each anniversary date of this Agreement thereafter. Licensee agrees to pay the License Fee at Licensor's notice address. The License Fee is not subject to revision more often than every three years. Licensor shall notify Licensee of any increase ninety calendar days before it will become effective.

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. Licensee is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, “Self-Insurance by Government Units,” the City is self-insured and therefore is not required to purchase insurance. Licensee shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Licensee will provide a letter of self-insured status as requested by Licensor.

9. Indemnification. Licensee, to the extent allowable by 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 that may arise out of, or be occasioned by, the negligence, misconduct or omission of Licensee, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Licensed Property, 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. Licensee shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to the Licensee's improvements being located on the Licensor's Property, including, but not limited to, the assessment of any storm water fees.

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 (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000-volt power lines situated on the aforesaid 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 16, there shall be no pro rata refund to Licensee of a portion of the License Fee for the then current year.
 17. Construction of Barricades. Intentionally deleted.
 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 TARRANT COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT AND THE NEGOTIATION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT IN TARRANT COUNTY, TEXAS AND THE PARTIES AGREE THAT THEY WILL NOT RAISE ANY DEFENSE OR OBJECTION OR FILE ANY MOTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF THE FORUM OR THE LIKE IN ANY CASE FILED IN A FEDERAL OR STATE COURT IN TARRANT COUNTY, TEXAS.
 21. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that all signatures appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

22. Notices. All notices shall be in writing and sent by hand delivery, overnight delivery service, or certified or registered mail, to the following addresses:

If to Licensor: Oncor Electric Delivery Company LLC
Transmission Right of Way
Office 777 Main Street
Suite 707
Fort Worth, Texas 76102

If to Licensee: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180-7901

Notices shall be deemed received (i) immediately upon hand delivery (ii) the next business day after depositing with an overnight delivery service, or (iii) two business days after depositing with the United States Postal Service if given by certified or registered mail, postage prepaid. Either Party may change its address by notifying the other Party in the manner described above.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Agreement Date set forth above.

LICENSEE:

City of North Richland Hills

By: _____

Title: _____

LICENSOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

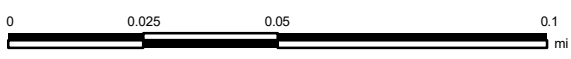
By: _____

Attorney-In-Fact



Exhibit A

ROW TRACKER WEB MODULE



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